

NAFA STOCK FUND

TRUST DEED

BETWEEN

643
②
NATIONAL FULLERTON ASSET MANAGEMENT LIMITED

AND

CENTRAL DEPOSITORY COMPANY OF PAKISTAN LIMITED

DATED AS OF DECEMBER 06, 2006

TABLE OF CONTENTS

CLAUSE

PAGE

1.	Name of the Scheme.....	1
2.	Participating Parties and Constitution of the Trust.....	1
3.	Governing Law and Jurisdiction.....	2
4.	Effect of this Deed, status of Unit Holder(s) and retirement/change of Trustee, etc.....	2
4.1.	Deed binding on each Unit Holder(s).....	2
4.2.	Unit Holder(s) not liable to make further payments.....	2
4.3.	Units to rank pari passu.....	3
4.4.	Trustee to report to the Unit Holder(s).....	3
4.5.	Manner in which the Trustee may retire.....	3
5.	Role of the Management Company, Role of the Trustee and Bank Accounts.....	3
5.A	Role of the Management Company.....	3
5.A.2	Primary Functions of the Management Company.....	3
5.A.3	Other Functions and Responsibilities of the Management Company.....	4
5.B	Role of the Trustee.....	6
5.C	Bank Accounts.....	7
6.	Investment of the Trust Property and Investment and Borrowing Restrictions.....	8
6.3	Investment of the Trust Property.....	8
6.4	Investment Restrictions.....	9
6.5	Exception to Investment Restrictions.....	10
6.6	Borrowing and borrowing restrictions.....	10
7.	Valuation of Property and Pricing.....	11
7.2	Determination of Purchase (Offer) Price.....	11
7.3	Remuneration Of Distribution Company / Sales Agent / Investment Facilitator.....	12
7.4	Determination of Redemption Price.....	13
7.5	Redemption of Units.....	13
8.	Dealing, suspension and deferral of dealing.....	14
8.1	Temporary change in the method of dealing.....	14
8.2	Suspension of redemption of Units.....	15
8.3	Suspension of fresh issue of Units.....	15
8.4	Queue System.....	15
8.5	Winding up in view of major redemptions.....	16
9.	Fees and Charges.....	16
9.1	Remuneration of the Management Company and Its Agents.....	16
9.2	Remuneration of Trustee and Its Agents.....	16
9.3	Formation Costs to be amortized against Property of the Scheme.....	17
9.4	Other costs and expenses to be charged to and borne by the Trust.....	17
10.	Transactions with Connected Persons.....	17
11.	Distribution Policy, Determination of Distributable Income and Date of Distribution.....	18
11.1	Determination of Distributable Profits.....	18
11.2	Distribution of Profits.....	19
12.	Annual Accounting Period.....	19
13.	Base Currency.....	19
14.	Modification of the Constitutive Documents.....	19
15.	Termination and Liquidation of the Scheme.....	20
16.	Trust Property.....	20
17.	Transactions relating to Investors (Unit Holder(s)).....	21
18.	Transactions relating to Investment Activity/Portfolio Management.....	22
19.	Other matters relating to The Unit Trust.....	22
19.1	Declaration of Net Asset Value based prices.....	22
19.2	Purchase (Offer) and Redemption (Repurchase) of Units.....	23
20.	Voting Rights on Trust Property.....	23
21.	Change of the Management Company.....	23
22.	Change of Trustee.....	24
23.	Units.....	24
24.	Issue of Units.....	25
25.	Issue of Units outside Pakistan.....	26
26.	Register of Unit Holder(s).....	26
27.	Issuance of Certificates.....	28
28.	Replacement of Certificates.....	28
29.	Transfer of Units.....	29
30.	Pledge/Lien of Units.....	30
31.	Audit.....	30
32.	Arbitration.....	31
33.	Confidentiality.....	31
34.	Miscellaneous.....	32
35.	Definitions.....	32



MUHAMMAD UMER STAMP VENDOR
 Uo. No. 33, Plot No. 68/1, Khurram Terrace,
 Garden West, Karachi.

01 DEC 2006

S. No. **1607** DATE NAFA
 ISSUED TO WITH ADDRESS _____
 THROUGH WITH ADDRESS _____
 PURPOSE _____
 VALUE RS. 500 (ATTACHED) at
 STAMP VENDOR'S SIGNATURE _____

R. No. **643**
 Sub-Registered
 Quaker Town, Karachi

TRUST DEED

THIS TRUST DEED is made and entered into at Karachi, on this December 06, 2006:

1. Name of the Scheme
 NAFA STOCK FUND (NSF)
2. Participating Parties and Constitution of the Trust

I. **National Fullerton Asset Management Limited**, a public limited company incorporated under the Companies Ordinance, 1984, having its registered office at Ground Floor, Muhammadi House, I.I. Chundrigar Road, Karachi (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

AND

II. **Central Depository Company of Pakistan Limited**, incorporated under the Companies Ordinance, 1984, having its registered office at CDC House, 99-B, Block B, SMCHS, Main Shahra-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 and registered as an 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 asset management and investment advisory services (License No. NBFC-II/49/NAFA/AMC/12/2005 dated December 13, 2005, and License No. NBFC-II/3/NAFA/AMC&IA/3/2006 dated April 7, 2006 respectively attached hereto as Annexure "A" and "A-1")).
- B. The Management Company has been authorized by the SECP vide its letter

Attested

Signature

Signature

bearing reference No. NBFC/ME-RS/NAFA-SF/AD-CMH/857/2006, dated December 01, 2006 attached herewith as Annexure "B" to constitute the Trust under the name and title of "NAFA STOCK FUND" (hereinafter referred to as "the Scheme", or "the Trust" or "the Unit Trust" or "the Fund") and to register this Trust Deed, ("the Deed") pending authorization for the establishment and operation of the Scheme in accordance with the provisions of the Rules and this Trust Deed;

- C. 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;
- D. The SECP has also approved the appointment of the Trustee; vide its said letter bearing reference NBFC-II/AD-ZRK/NAFASF/864/2006 dated December 04, 2006 attached herewith as Annexure "D"
- E. The Trustee hereby nominated, constituted and appointed as the trustee of the Unit Trust herein created and the Trustee hereby accepts such appointment on the terms and conditions contained in this Deed. The Management Company and the Trustee declare that:
- 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(s);
 - 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 this Deed, the Offering Documents, the Rules and the conditions (if any) which may be imposed by the SECP from time to time;
 - The Management Company shall establish, manage, operate and administer the Fund in accordance with the Rules;
- F. For attaining the aims and objectives, the Management Company shall handover to the Trustee, an initial sum of Rs. 10,000/-



Governing Law and Jurisdiction

- 3.1 This Trust Deed shall be subject to and governed by the laws of Pakistan, including the Ordinance, Act, 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 32 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 Deed, status of Unit Holder(s) and retirement/change of Trustee, etc.**
- 4.1. **Deed binding on each Unit Holder(s)**
- The terms and conditions of this Trust Deed shall be binding on each Unit Holder(s) as if the 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 and the Rules.

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

No Unit Holder(s) shall be liable to make any further payments to the Trustee or the Management Company after he/she has paid the purchase (Offer) price of the Units in

M. I. M. L. I

[Signature]

[Signature]

accordance with Clause 7.2 hereafter and no further liability shall be imposed on any Unit Holder(s) in respect of the Units held by him/her.

4.3. Units to rank pari passu

4.3.1 All Units and fractions thereof represent an undivided share in the Scheme 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 this Deed and the 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. 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 to the unit Holders on all matters provided in the Rules, including all matters in which it is required to issue a report under the Constitutive Documents 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 and the Constitutive Documents 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.

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 SECP, 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 SECP, 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(s) or institution(s) qualified for being appointed as trustee to the Management Company and the SECP for appointment as the trustee, in the place of the Trustee. The Trustee shall extend all possible and necessary help in the handover process.

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 Scheme in accordance with the Rules.

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, this Deed and the Offering Document(s).

M/WALI

Ghannat

Wali

643
R. No. 643
Sub-Reg. No. 11
Saddar Town, Karachi

5.A.2.2 Investor Services

The Management Company has the responsibility to facilitate investments and disinvestments by investors in the Scheme and to make adequate arrangements for receiving and processing 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 investors' (Unit Holder(s)) records and providing related services. The Registrar shall carry out the responsibility of maintaining investors' 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 Scheme from Pakistan to a place outside Pakistan without the prior written permission of the SECP 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) for carrying on Distribution Function(s) at one or more location(s) on terms and conditions to be incorporated in the Distribution Agreement(s) to be entered into between the Distributor and the Management Company. Provided that the Management Company may also itself act as a Distributor for carrying on Distribution Functions. The 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 35.26 hereafter.

5.A.2.5 Investment Facilitators

The Management Company may, at its own responsibility, from time to time appoint Investment Facilitators to assist it in promoting sales of Units.

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 Scheme.

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

5.A.3.1 The Management Company shall manage the Scheme and the Fund 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 Deed and the Rules and subject to any special exemptions granted by SECP. Any purchase or sale of investments made under any of the provisions of this 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 Deed or the Rules. The Management Company shall not be liable for any loss caused to the Scheme or to the value of the Trust Property due to any elements or circumstances beyond its reasonable control.

5.A.3.2 The Management Company shall comply with the provisions of the Rules and this 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 any officer(s) or responsible official(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 Deed to be the act of the Management Company. The Management Company shall be responsible for the acts and omissions of all persons to

M. Wali
[Signature]
[Signature]

643

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 here is made available to the Trustee such information as the Trustee may reasonably require in respect of any matter relating to the Scheme.

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 and the Constitutive Documents, 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 Constitutive Documents, 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 Scheme 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 the web subject to SECP approval) an annual report, together with a copy of the balance sheet, income and expenditure account, Director's Report, Trustee Report and the Auditor's report of the Scheme to the Trustee and the Unit Holder(s) within four months or any other period as stipulated under the Rules and/or Ordinance, as amended from time to time, 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 month of the closing of the first and third quarter and within two months of the closing of first half (6 months) of each Accounting Date, prepare and transmit (physically or through electronic means or on the web subject to SECP approval) to the Unit Holder(s) and the SECP, Director's Report, 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 SECP 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 and such Auditor shall not be appointed for more than three consecutive years or any other period as stipulated under the Rules and/or Ordinance, as amended from time to time, and the contents of the Auditor's report shall be in accordance with the provisions of the Rules.

5.A.3.11 The Management Company shall furnish a copy of the annual report together with copies of the Director's Report, Trustee Report, balance sheet, income and expenditure accounts and the Auditor's report of the Scheme to the SECP within four months or any other period as stipulated under the Rules and/or Ordinance, as amended from time to time, 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. The Management Company shall ensure the

(M) Wali

Ref: 1/5

Handwritten signature

643

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.

- 5.A.3.13 The Management Company shall provide the Trustee 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. The Trustee shall report back to the Management Company any such amounts or warrants that are received on such accounts from time to time.

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 this Deed, the Offering Document(s), the Rules and the conditions (if any) which may be imposed by the SECP 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 Unit Trusts on behalf of the beneficial owners (the Unit Holder(s)), within the framework of the Rules, the Trust Deed establishing the Unit Trust and Offering Document(s) issued for the Unit Trust.

- 5.B.3 The Trustee shall have all the obligations entrusted to it under the Rules, the Trusts Act 1882, this Trust Deed and the 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.

- 5.B.5 The Trustee shall obtain written approval from the Management Company to appoint, remove or 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 written 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 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 with the approval of the 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 Deed or the Rules. Whenever pursuant to any provision of this 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.

- 5.B.8 The Trustee shall not be liable for any loss caused to the Fund or to the value of the Trust Property due to any elements or circumstances beyond its reasonable control.

AWI Wali

Ghauri

Mushtaq Ali

643

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 this Deed and/or the Offering Document(s) 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, Offering Document and this Deed 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.

5.B.12 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.

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 shareholders' 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 Deed or the Rules. For the avoidance of doubt it is clarified that notwithstanding anything contained in this 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 shareholders' action or otherwise howsoever and (save as herein otherwise provided), all such losses, claims, damages and other liabilities shall be borne by the Trust Fund.

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 Deed nor shall the Trustee be liable for any act or omission of the Management Company nor 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 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.C Bank Accounts

5.C.1 The Trustee, at the request of the Management Company, shall open Bank Accounts titled **CDC-Trustee NAFA Stock Fund** for the Unit Trust at designated Bank(s) at Karachi for collection, investment, redemption or any other use of the Trust's funds.

5.C.2 The Trustee shall also open additional Bank Account(s) titled **CDC-Trustee NAFA Stock Fund** at various branches of such other Bank(s) as requested by the Management Company. These accounts shall be temporary collection accounts where collections shall be held prior to their being transferred to the main Bank Account of the Trust on a daily

Amir Walei

Chaudhary

Walei

basis.

- 5.C.3 The Trustee shall open additional Bank Account(s) titled CDC - Trustee NAFA STOCK FUND at such branches of Banks and at such locations (including outside Pakistan, subject to applicable regulations and after obtaining all necessary approvals from the relevant regulatory authority in Pakistan) as may be reasonably required by the Management Company from time to time. Such accounts shall be used as collection and redemption accounts. 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.4 The Management Company may require the Trustee to open separate Bank Accounts for the Unit Trust to facilitate investments on account of the Trust and the receipt, tracking and reconciliation of income or other receipts relating to the investments. These accounts may also be used to facilitate redemptions and other Trust related (ancillary) transactions.
- 5.C.5 The Management Company may also require the Trustee to open a separate Bank Account for each dividend distribution out of the Unit Trust. Notwithstanding anything in this Deed, the beneficial ownership of the balances in the Accounts shall vest in the Unit Holder(s).
- 5.C.6 All bank charges for opening and maintaining Bank Accounts for the Trust shall be charged to the Fund. 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.7 The amounts received from the Core Investors (seed capital) and Private Placement Investors (as per Clause 23) shall be deposited in a separate Bank Account and transferred to the main Bank Account of the Fund upon the close of the Initial Period. Income, profit, interest etc earned on the investments by the Core Investors and Private Placement Investors up to and including day before the opening of Initial Period, shall be paid to the Core Investors and Private Placement Investors and shall not form part of the Trust Property.
- 5.C.9 The beneficial ownership of the balance amount in the account shall vest in the Unit Holder(s).

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

6.1 Investment Objective

The objective of NAFA Stock Fund (NSF) is to provide investors with long term capital growth from an actively managed portfolio invested primarily in listed companies in Pakistan. The risk profile of the Fund will be moderate to high.

6.2 Investment Policy

NAFA Stock Fund (NSF) will primarily invest in equity and equity related instruments. In case the Fund Manager expects the stock market to drop, based on the analysis of macro economic factors such as interest rates, economic growth rates, political climate, corporate earnings, stock market valuations, etc, he/she may temporarily allocate assets to other asset classes, subject to the prescribed limits, such as money and debt markets, continuous funding system, ready future spread transactions, etc. To make stock selection decisions, fundamental and technical models will be employed and qualitative and quantitative analysis will be conducted to identify undervalued stocks.

6.3 Investment of the Trust Property

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 schedule bank(s) or financial institution having at least, if available, 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/Redemption Account, shall be invested by the Trustee from time to time on such Investment as may

M1 W-41

Ghann

Mudir

(subject always to the provisions of this Trust Deed and the Rules) be directed by the Management Company.

- 6.3.1 It is declared that the Scheme shall offer investment opportunities in accordance with the investment options announced in the Offering Document.
- 6.3.2 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.
- 6.3.3 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. The Broker will be appointed from time to time by the Management Company under intimation to the Trustee. The Management Company shall not appoint, except as may be permissible under the Rules, directly or indirectly, as a Broker any of its directors, officers or employees or their family members (which term shall include their spouse, parents, children, brothers and sisters).

Investment Restrictions

- 6.4.1 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 Fund by the SECP); 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.
- 6.4.2 As per Rule 71(4) of the Rules, 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 stock exchange(s). However, the Commission vide its letter no. NBFC/MF-RS/NAFASF/845/2006 dated November 29, 2006, has granted relaxation to NAFSA Stock Fund (NSF) whereby 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)) or weight of that sector in the KSE 30 Index, whichever is higher.
- 6.4.3 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.
- 6.4.4 If and so long as the value of the holding in a particular company or sector shall exceed the limit imposed by the Rules, the Management Company shall not purchase any further Investments in such company or sector. However this restriction on purchase shall not apply to any offer of right shares or any other offering, if the Management Company is satisfied that accepting such offer is in the interest of the Trust. The Management Company will have six months to comply with the exposure limits if exceeded.
- 6.4.5 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 owns more than five 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 per cent of those securities.
- 6.4.6 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 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.
- 6.4.7 The Trust will not at any time:

M I W. L. I

[Signature]

[Signature]

R. No. 643
Sub-Registrar-II
Lodhr Taluk, Karachi

6.4.7.1 Purchase or sell:

- Bearer securities;
- Securities on margin;
- Commodities and Commodities Contract;
- Real Estate;
- Securities which result in assumption of unlimited liability (actual or contingent);
- Anything other than Authorized Investments as defined herein;

6.4.7.2 Participate in a joint account with others in any transaction;

6.4.7.3 Make short sales of any security or maintain a short position in securities.

6.4.7.4 Under no circumstances shall the Management Company buy or sell such options on behalf of the Scheme in excess of 10% of the NAV 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 item (financial or otherwise) that in its opinion would act as a hedge/defensive proxy for the overall market risk

6.4.8 As per Rule 71(3) of the Rules, investment of a 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. However, the Commission vide its letter no. NBFC/MF-RS/NAFASF/845/2006 dated November 29, 2006, has granted relaxation to NAFSA Stock Fund (NSF) whereby the investment of a 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 weight of the company in the KSE 30 Index, whichever is higher. Also, investment of the Fund shall not exceed 10% of the issued capital of the investee company.

6.4.9 The Scheme shall not invest less than 50% of its assets in listed securities or in securities for the listing of which an application has been approved by the Stock Exchange.

Exception to Investment Restrictions

In the event the weightages of shares 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 make its best endeavors to bring the exposure within the prescribed limits within three(3) months of the event. But in any case the Management Company shall not invest further in such shares or sectors while the deviation exists. However, this restriction on further investment shall not apply to any offer of right shares and bonus shares.

Pursuant to SECP Letter No. NBFC/MF-RS/NAFASF/845/2006 dated November 29, 2006 the Fund has been granted the following two relaxations with respect to the Investment Restrictions:

6.5.1 According to Rule 71 (3) of the Rules, the investment of an open-end fund in any company shall not, at any time, exceed an amount equal to ten per cent of the Net Asset Value of the scheme or ten per cent of issued capital of the investee company. The limit of ten percent (10%) has been relaxed whereby investment of NSF in any company shall not, at any time, exceed an amount equal to ten percent (10%) of its Net Asset Value or weight of that company in the KSE 30 Index, whichever is higher. Also, investment of the Fund shall not exceed 10% of the issued capital of the investee company.

6.5.2 According to Rule 71(4) of the Rules (the NBFC Rules), an open-end fund is not permitted to invest more than twenty five percent of the Net Asset Value of the Fund in securities of any one sector as per classification of the stock exchange in which such security is listed, except where relaxation is granted by the SECP. The limit of Twenty Five Percent (25%) has been relaxed whereby NSF shall not invest more than twenty five percent of its Net Asset Value in any one sector (as per the classification of the pertinent stock exchange(s)) or weight of that sector in the KSE 30 Index, whichever is higher.

6.6 Borrowing and borrowing restrictions

Handwritten signature

21/11/11

Handwritten signature

643
R. No. 643
RECEIVED
11/11/11

- 6.6.1 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, concur with the Management Company make varying arrangements with Banks or other financial institutions for borrowing by the Trustee for the account(s) of the Scheme provided that borrowing shall not be resorted to, except for meeting redemption request.
- 6.6.2 The charges payable to any bank or financial institution against borrowings on account of the Scheme as permissible under Clause 6.6.1 above, shall not be higher than the normal prevailing bank charges or normal market rates.
- 6.6.3 The maximum borrowing for the account of the Trust shall not exceed fifteen per cent of the total Net Assets Value of the Scheme or such other limit as may be provided in the Rules at any time, 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.
- 6.6.4 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.
- 6.6.5 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.
- 6.6.6 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.

Valuation of Property and Pricing

7.1 Valuation Of Assets/ Liabilities And Net Asset Value Of The Fund

- 7.1.1 The valuation of the property method for determining the value of the assets and liabilities and the net asset value would be as mentioned in the Rules and clauses 35.38 and 35.39 of this Deed.

7.2 Determination of Purchase (Offer) Price

- 7.2.1 During the Initial Offer, the Units will be offered at Par or Offer Price determined by the Management Company and stated in the Offering Document. After the Initial Period, the Offer Price shall be calculated and announced by the Management Company on a daily basis.
- 7.2.2 After the Initial Offer, the Purchase (Offer) Price for the Unit Holder shall be determined from time to time pursuant to Clause 7.2.3 hereafter and Rule 80 of the Rules and shall be calculated and announced by the Scheme on a daily basis.

7.2.3 The Purchase (Offer) Price shall be equal to the sum of:

- The Net Asset Value as of the close of the Business Day on which the completely and correctly filled investment form is received within business hours as announced by the Management Company from time to time;
- Any Front-end Load;
- Such amount as the Management Company may consider an appropriate provision for Duties, Charges, levies etc;
- Such amount as the Management Company may consider an appropriate provision for Transaction Costs;

16041

[Signature]
11

[Signature]

643

such sum may be adjusted up to four paisa

The Purchase (Offer) Price so determined shall apply to purchase requests, complete in all respects, received by the Distributor or the Management Company during the business hours on the Business Day on which the completely and correctly filled investment form is received.

The Management Company may announce different classes of Units with differing levels of Front-end and/or Back-end load, which may also vary according to other criteria in the Management Company's sole discretion. Consequently, the Offer Price may differ for Units issued for different investors.

- 7.2.4 In the event that the amount paid as provision for payment of Duties and Charges pursuant to sub-clause 7.2.3(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 (except where such excess arises from any Duties and Charges levied with retroactive effect after the date of payment in which case such excess shall be recovered from the Trust Property).
- 7.2.5 In the event that the amount paid as provision for payment of Duties and Charges pursuant to sub-clause 7.2.3 (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.
- 7.2.6 The Offer Price determined by the Management Company shall be made available to the public at the office and branches of the Distribution Companies and shall at the discretion of the Management Company may also be published in at least one daily newspaper widely circulated in Pakistan.
- 7.2.7 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.

7.3 Remuneration Of Distribution Company / Sales Agent / Investment Facilitator

- 7.3.1 Distribution Company(s), Sales Agents or Investment Facilitators employed by Management Company will be entitled to a remuneration payable by the Management Company from any Sales Load (or out of its own resources) and no charges shall be made against the Trust Property or the Distribution Account in this respect. The remainder of any Sales Load after such deduction shall be paid by the Trustee to the Management Company as additional remuneration for their management services for the Trust. If the Sales Load received by the Trustee is insufficient to pay the remuneration of the Distribution Company(s) or Sales Agent or Investment Facilitator, the Management Company shall pay to the Trustee the amount necessary to pay in full such remuneration.
- 7.3.2 Such payments shall be made to the Distribution Company(s) or Sales Agents or Investment Facilitators or any authorized person of the Management Company by the Trustee or by the Management Company on a monthly basis in arrears within thirty (30) calendar days of the end of the calendar month.
- 7.3.3 In the event that Distribution Function is to be performed by more than one Distribution Company, the remuneration shall be distributed amongst the Distribution Companies in proportion to the Units sold by the respective Distribution Company during the relevant period.
- 7.3.4 Distributor/Investment Facilitators or Sales Agents located outside Pakistan may if so authorized by Trustee and the Management Company, retain such portion of the Sales Load as is authorized by the Management Company and transfer the net amount to the Trustee, subject to the law for the time being in force.
- 7.3.5 If the Sales Load received by the Trustee is insufficient to pay the remuneration of the Distribution Company(s) or Sales Agent or Investment Facilitator located outside Pakistan, the Management Company shall pay to the Trustee the amount necessary to pay in full such remuneration.

M. I. Wali

[Signature]

[Signature]

643
R. No. _____
Sub-Registered-II
Saddar Town, Karachi

- 7.3.6 The Management Company may issue additional Units to Unit Holder at a related Sales Load and processing charge in lieu of Sales Load or part thereof, payable to Distributor /Sales Agents.

7.4 Determination of Redemption Price

- 7.4.1 During the Initial Period, the Units shall not be redeemed.

- 7.4.2 After the Initial Period the Redemption (Repurchase) Price shall be equal to the Net Asset Value as of the close of the Business Day on which a correctly and properly filled redemption of units form is received within business hours as maybe announced by the Management Company from time to time, less:

- a) Any Back-end Load;
- b) Any taxes imposed by the Government; and
- c) Such amount as the Management Company may consider an appropriate Provision for Duties, Charges, Levies etc;
- d) Such amount as the Management Company may consider an appropriate provision for Transaction Costs;

such sum may be adjusted upto four paise

The Redemption (Repurchase) Price so determined shall apply to redemption requests, complete in all respects, received by the Distributor or the Management Company during the business hours (as announced by the Management Company from time to time) on the Business Day on which a correctly and properly filled redemption application is received.

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 percent. The element of Transaction Costs taken into account in determining the prices and collected so, shall form a part of the Trust Property.

- 7.4.3 In the event that the amount paid as provision for payment of Duties and Charges pursuant to sub-clause 7.4.2(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 (except where such excess arises from any Duties and Charges levied with retroactive effect after the date of payment in which case such excess shall be recovered from the Trust Property).
- 7.4.4 In the event that the amount paid as provision for payment of Duties and Charges pursuant to sub-clause 7.4.2(c) above exceeds the relevant amount of Duties and Charges, the Trustee shall refund such excess amount to the relevant Holders.
- 7.4.5 The Redemption Price determined by the Management Company shall be made available to the public at the office and branches of the Distribution Company and shall at the discretion of the Management Company may also be published in at least one daily newspaper widely circulated in Pakistan.
- 7.4.6 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

W1 Wal 1

- 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 duly authorized Distributors and/or Investment Facilitators.
- 7.5.2 Application for redemption of Units shall be made by completing the prescribed application form for redemption and submitting it at the authorized branch or office of the Distribution Company. Application for redemption shall be retained by the Distribution Company 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 use. No person shall be entitled to redeem only part of the Unit comprised in a Certificate, however in case where a Certificate is not issued any number of Units may be redeemed by the Holder thereof. 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 fixed by the Management Company. The Redemption Price shall be announced by the Management Company on daily a basis, as may be decided by the Management Company and as specified by the Rules.
- 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 The receipt of the Holder for any moneys payable in respect of the Units shall be a good discharge to the Trustee and if several persons are registered as joint Holders any one of them may give effectual receipt for any such moneys.
- 7.5.7 The Distribution Company 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 a banker or Broker or other responsible person or otherwise authenticated to their reasonable satisfaction.
- 7.5.8 Application for redemption will be received at the authorized offices or branches of the Distribution Company on all Subscription Days. 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 percent (10%) of the Units in issue, the Management Company may invoke a Queue System as described in Clause 8.4 herein below.
- 7.5.9 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.
- 7.5.10 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.

8. Dealing, suspension and deferral of dealing

8.1 Temporary change in the method of dealing

Subject to compliance with the Rules, and 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 Scheme 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 Fund NAV. 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 Fund. Details of the procedure are given in Clause 8.2.2 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 Distributors unable to function.

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 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 SECP and publish the same in newspapers in which the Fund'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 issue 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 SECP if fresh issue of Units is suspended and shall also have the fact published, immediately following such decision, in the newspapers in which the Fund'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 percent of the Units in issue. The Management Company shall proceed to sell adequate assets of the Fund 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-percent 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

21/10/21

Signature

Signature

643
Sub-Region-6
Saddar Town, Karachi

exceed ten percent of the Units in issue or 10% of the NAV of the Fund, 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 Fund being run down to an unmanageable level or it is of the view that the sell-off of assets is likely to result in a significant loss in value for the Unit Holder(s) who are not redeeming, it may announce winding up of the Fund. In such an event, the Queue System, if already invoked, shall cease to apply and all Unit Holder(s) shall be paid after selling the assets and determining the final Redemption (Repurchase) Price. However, 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 prescribe and receive maximum remuneration up to the maximum rate of remuneration 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 month of an Accounting Period and shall intimate any change in the rate to the Trustee.

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 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 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 Deed to be payable out of Trust Property.

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 Exhibit "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 its duties as Trustee of the Trust. The Trustee shall not make any charge

W1 W.L.I

16

Washed down

643
JAN 1997
VOLUME 1

against the Holders or against the Trust Property or against the Distribution/Redemption Account 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 and the Constitutive Documents.

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 Deed to be payable out of Trust Property.

9.3 Formation Costs to be amortized against Property of the Scheme

9.3.1 Formation Cost shall be charged to the Fund which are estimated at and shall not exceed 1% of Core Investment (Seed Capital)

9.3.2 Formation Cost will be amortized over a period not exceeding five 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 Scheme 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 Scheme as permissible under Clause 6, 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 under Rule 79 of the Rules;
- (g) Taxes, if any, applicable to the Scheme and its income and/or its properties.
- (h) Rating fees.
- (i) Charges and levies of stock exchanges, National Clearing Company Limited, CDC charges, Capital Value Tax, Laga, 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 Scheme.
- (k) Other expenses directly related to Scheme.

Such expenses shall be paid to the Management Company at actuals within thirty days of the incurring of such expense

10. Transactions with Connected Persons

- I. 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 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 per cent of those securities.

M. Wali

[Signature]

[Signature]

II. 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 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.

III. For the purpose of sub-paragraphs (i) and (ii) above the term director, officer and employee shall include spouse, lineal ascendants and descendants, brothers and sisters.

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 four months after the Accounting Date, or any other time stipulated under the Ordinance and/or the Rules, whether to distribute among Holders, profits (if any) and shall advise the Trustee accordingly. Such profits may be distributed in cash, additional 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 Accounting Period shall be determined by the Management Company but shall not exceed the portion of Net Assets on the Relevant Date that is attributable to the sum total of:

- (a) the total income earned on the Trust Property during such Accounting 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, subject to the Rules and the provisions of the Income Tax Ordinance and the Rules hereunder.

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 relevant period shall be ascertained by deducting expenses as are admissible under the Rules and this Deed.

11.1.5 The amount qualifying for purposes of determining distributable income in respect of the relevant 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 cum-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 relevant period;
- (c) adjustments considered necessary by the Management Company to reflect the diminution in value of Trust Property.

11.1.6 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

Al wali

[Signature]

[Signature]

relevant Holder shall be deducted before computing the distributable income of the relevant Holder.

- 11.1.7 The Management Company may decide to distribute in the interest of the Holders, wholly or in part the distributable profits in the form of a stock dividend, which would comprise bonus Units of the Scheme. 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 Relevant 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 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 of Trustee's responsibilities.

- 11.2.3 The Management Company may offer the Holder the option to receive new units or portions thereof under cumulative investment 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 deductions 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 such deductions 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 30 of this Deed.

12. Annual Accounting Period

- 12.1 The Annual Accounting Period shall commence on July 1st of the calendar 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 SECP and the Commissioner of Income Tax, change such date to any other date.
- 12.3 Accounting Period shall be the period ending on and including Accounting Date and commencing (in case of the first such period) on the date on which the Fund is registered and in any other case from the end of the preceding Accounting Period.

13. Base Currency

The base currency of the Scheme shall be Pakistani Rupee; it being clarified, however, that the Authorized Investments may be denominated in Pakistani Rupee or (subject to applicable law) any other Foreign Currency.

14. Modification of the Constitutive Documents

- 14.1 The Trustee and the Management Company acting together shall be entitled by deed

At Wazir

Signature 19

Signature

supplemental hereto to modify, alter or add to the provisions of this Deed in such manner and to such extent as they may consider expedient for any purpose, subject to the approval of the SECP. Provided that, the Trustee and the Management Company shall certify in writing that, in their opinion such modification, alteration or addition is required pursuant to any amendment in the Rules or to ensure compliance with any fiscal or statutory requirement or to enable the provisions of this Deed to be more efficiently, conveniently or economically managed or to enable the Units to be dealt in or quoted on Stock Exchange or otherwise for the benefit of the Unit Holder(s) and that it does not prejudice the interests of the Unit Holder(s) or operate to release the Trustee or the Management Company from any responsibility to the Unit Holder(s).

- 14.2 Where this Deed has been altered or supplemented the Management Company shall notify the Unit Holder(s) immediately.
- 14.3 The Management Company may, from time to time, with the consent 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 not inconsistent with the provisions of this Deed or the Offer Documents.
- 14.4 If the Commission modifies the Rules to allow any relaxations or exemptions, these will 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 Scheme, if the Net Assets at any time fall below Rupees fifty 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 In the event the Management Company is of the view that the quantum of redemption requests that have built up shall result in the Scheme being run down to an unmanageable level or it is of the view that the sell-off of assets is likely to result in a significant loss in value for the Unit Holder(s) who are not redeeming, it may announce winding up of the Trust without notice.

- 15.3 The Trust may also be terminated by the SECP on the grounds given in the Rules.
- 15.4 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 Deed or other agreement or arrangement entered into between the Trustee and Management Company regarding the Unit Trust.
- 15.5 Upon the Trust being terminated the Management Company shall suspend the Sale 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.

- 15.6 The Trustee on the recommendation 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 determined 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 any applicable Front-end Load, shall constitute part of the Trust Property. The Distribution Company shall remit such proceeds to the Trustee in accordance with instructions given by the Management Company from time to time.

Al wali

20

20

- 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 and Loads 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(s) and in accordance with the provisions of the Rules and this Deed. The Trust Property shall always be kept as separate property and shall not be applied to any purpose unconnected with the Scheme. All registerable Investment shall be registered in the name of the Trustee and shall remain so registered until disposed of pursuant to the provisions of this Deed. All expenses incurred by the Trustee in effecting such registration shall be payable out of the Trust Property.
- 16.4 Except as specifically provided in this Trust Deed, 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 encumbrance whatsoever to secure any loan, guarantee or any other obligation actual or contingent incurred assumed or undertaken by the Trustee or 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 such 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 Unit Trust, with a Bank or Financial Institution having minimum investment grade rating by SECP approved credit rating agency. 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; Marketing Expenses; 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 Fund 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 costs, Fee Payable to the SECP or any other regulatory bodies or Stock Exchanges, or Trustee and taxes if any applicable to the Trust shall be payable out of the Trust Property.
17. **Transactions relating to Investors (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 Unit Trust.
- 17.2 The Management Company shall also advise the Trustee on 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 Unit 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 be subject to the Rules or by dispatch of dividend cheque/ advice to the Unit Holder(s) by registered post at their respective addresses. Such dispatch shall constitute discharge of responsibilities of the Management Company and the Trustee in respect of such payment.
- 17.3 The Management Company may make arrangements through branches of banks to facilitate issuance and Redemption of Units of the Unit Trust or may appoint Investment Facilitators for this purpose. A request for purchase of Units may also be made through the use of electronic means such as Internet or ATM facilities or Credit Card facilities.
- 17.4 The Management Company shall, from time to time, advise the Trustee of the dividend distribution for the Unit Trust. The Trustee shall establish a separate Bank Account for

W1 WOL1

Chandrasekhar

Devida chel

dividend distribution and transfer the amount payable as cash dividend to such Account after deducting such Taxes and Zakat as may be required under the law. The Trustee may 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 Unit Trust.

- 17.5 The Trustee shall pay to the Management Company's order such sums out of the sale proceeds of Units 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 or 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 written consent of the Management Company.
- 17.7 Where any loss is caused to the Trust Property or to the Management Company due to Trustee's failure to comply with Clause 17.6, the Trustee shall make good that loss by depositing a sum equivalent to the loss in the Trust Property or making payment to the Management Company, as the case may be.
- 17.8 Where no loss is caused to the Fund or the Management Company, but a breach of trust has been caused by the Trustee as referred to in Clause 17.6 above, the Management Company shall be entitled to recover such other reasonable penalty from the Trustee as determined by the Management Company, or in case of disagreement between the Management Company and the Trustee then Clause 32 hereof shall apply.

18. Transactions relating to Investment Activity/Portfolio Management

18.1 The Management Company shall, from time to time, instruct the Trustee of the settlement of transactions relating to any investment/dis-investment transactions entered into by it on behalf of the respective Unit Trust. The Trustee shall carry out the settlements in accordance with the information/instruction given by the Management Company subject to the Rules and Terms of the 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 completed in a timely manner.

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 Trust Funds (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 Unit 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 Unit 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 Unit Trust

19.1 Declaration of Net Asset Value based prices

M. W. L. I

[Signature]

[Signature]

Subject to the Rules and intimation to Unit Holder(s), Management Company shall, at such frequencies as are prescribed in the relevant Offering Documents, 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 Purchase (Offer) and Redemption (Repurchase) of Units

The Transfer Agent shall process purchase and redemption applications as well as conversion/switching and transfer applications in accordance with the relevant Offering Document. Based on the prices applicable to the relevant purchase or Redemption, the Registrar shall determine the number of Units to be issued or redeemed. Under certain circumstances as provided in this Deed, subject to the Rules and intimation to Unit Holder(s), 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 favor 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 requisition to convene any meeting or to give notice of any resolution or to circulate statement. The Management Company shall keep record stating the reasons for casting the vote in favor or against any resolution for a period of six years.

20.3 Not later than one (1) Business Days of receipt, the Trustee shall forward to the Management Company all notice 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 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 to Trustee.

21.2 The Trustee may appoint a new management company with the prior approval of the Commission by giving at least ninety (90) days notice in writing to the Management Company; if (a) The Management Company has wilfully contravened the provisions of this 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); or (c) A receiver is appointed over any of the assets of the Management Company

21.3 If the Commission has cancelled the license of the Management Company under the provisions of the Rules, the Commission shall appoint another asset management company as the management company for the Scheme according to the provisions of the Constitutive Documents and the Rules.

21.4 The Management Company may voluntarily retire at any time with the prior written consent of the Commission and the 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.

At W.L. 1

[Signature]

[Signature]

- 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 "Furthermore, the Trustee may immediately upon the issuance of notice of removal of 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 financial institutions."
- 21.8 "The auditors so appointed shall be other than the existing auditors of the Fund, The Management Company and the Trustee."
- 21.9 "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."
- 21.10 "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."
- 21.11 "The costs of audit shall be shared equally by the outgoing Management Company, the new Management Company and the Fund."

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 Unit Trust under the provisions of the Rules, the Management Company shall with the approval of the SECP, by an instrument in writing, remove the Trustee from its appointment under this Deed and shall by the same or some other instrument in writing simultaneously appoint as trustee some other company or corporation according to the provisions of the Rules and this 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 Constitutive Documents 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 Redemption Account 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.

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 no Sales Load, Front-end Load, Back-end Load and or any combination of the foregoing from time to time. The Management Company shall identify each such type of Units in such manner as it thinks fit as Class 'A', Class 'B' and so on and so forth.

Types of Units: The types of Unit shall consist of growth Units and income Units, 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 additional Units), fixed or flexible timing of such redemption or distribution at the option of the holder and/or the Management Company.

W1 Wac1

24

[Signature]

- 23.2 Units shall be issued in the Initial Period for the Initial Price to the first 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 Rule 67(f). The Core Units issued at Par Value to Core Investors shall not be redeemable for a period of two 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 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 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 this Deed and the Offering Documents. 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 7.2.3 of this Deed and Rule 80 of 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 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 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 encasement 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 in any way affect or otherwise affect any such sub-division or consolidation.
24. **Issue of Units**
- 24.1 The Management Company shall be responsible for obtaining all requisite consents and approvals for the offer and issue of Units and for the issue, publication or circulation of the Offering Documents.
- 24.2 Except as provided herein the Units shall be offered at the authorized offices or branches of the Distribution Company on all Subscription Days.
- 24.3 Application for issuance of Units shall be made by completing the prescribed application form and submitting it with the payment by cheque or bank draft, pay order, credit card etc. in favor of the Trustee and crossed "Account Payee Only" at the authorized branch or office of any Distribution Company. The application for issuance of the Units and the specimen signature of each Holder shall be retained by the relevant Distribution Company with copies supplied to the Transfer Agent, if so required by the Management Company. The Distribution Company shall verify the particulars given in the application for issuance of Units and the documents submitted therewith and ensure that 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 issue of Units is verified by a banker or Broker or other responsible person or otherwise authenticated to its or their reasonable satisfaction.
- 24.4 Each Unit Holder(s) shall be liable to pay the Purchase (Offer) Price of the Units subscribed by him together with a sum sufficient in the opinion of the Management Company to cover any Duties, 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. The Units shall be issued in fractions upto four decimal points, only against receipt of full payment.

M Wali

[Signature]

- 24.5 The Management Company may impose processing charges for issuance of Units in such manner as it shall think fit.
- 24.5 An application for purchase of Units shall deem to have been made in accordance with the provisions of the Offering Document, if such document prescribes automatic issuance of Units under certain circumstances.

25. Issue of Units outside Pakistan

- 25.1 Subject to foreign exchange control and other applicable laws, rules and regulations, in the event of arrangements being made by the Management Company for the issuance of Units to person(s) not resident in Pakistan or for delivery in any country outside Pakistan the price at which such Units may be issued may at the discretion of the Management Company include in addition to the Offer Price as herein before provided a further amount sufficient to cover any currency exchange fluctuation, any additional stamp duty or taxation whether national, municipal or otherwise leviable in that country in respect of such issue or of the delivery or issue of Certificates in connection therewith or the remittance of money to Pakistan.
- 25.2 In the event that the Redemption Price for Units is paid in any country outside Pakistan, the price at which such Units may be redeemed may, at the discretion of the Management Company, include as a deduction to the Redemption Price as hereinbefore provided a future amount sufficient to cover any currency exchange fluctuation and any additional stamp duty or taxation whether national, municipal or otherwise leviable in that country in respect of such payment or redemption.
- 25.3 The currency of transaction of the Trust is the Pakistan Rupee and the Management Company, Trustee or any Distributor are not obliged to transact the Purchase 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, for receipt or payment in any other currency or for any obligations arising there from.

26. Register of Unit Holder(s)

- 26.1 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 Transfer Agent shall comply with all relevant provisions of the Constitutive Documents and the Rules and inform the commission of the address where the register is kept.
- 26.2 The Management Company shall ensure that the Transfer Agent shall 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, the Register shall during business hours (subject to such restrictions as may be mentioned in the Offering Document and for a period of at least two hours in each Business Day) be open in legible form to the inspection of any Holder without charge.
- 26.3 The Transfer Agent shall, within seven (7) working days of receiving a written request from any Unit Holder(s), post (or send by courier or through electronic means) to such Unit Holder(s) details of such Units Holder's account in the Register.
- 26.4 The Register shall contain the following information in respect of each class and type of Units:
- Full names, father's/husband's name and addresses of each Holder and joint Unit Holder(s);
 - National Identity Card Number, registration number or any other identification number in case of foreign holders;
 - Nationality;
 - Number of Certificate held;

Amir Wali

[Signature]

[Signature]

643
P. No.
Sub-Registered

- (e) The date on which the name of every Unit Holder was entered in respect of the Units standing in his name;
 - (f) The date on which any transfer or redemption is registered with Certificate number, if any;
 - (g) Information about lien, pledge or charge of Units;
 - (h) Information about verification of redemption/transfer Forms;
 - (i) Tax and Zakat status of Holder;
 - (j) Information about nominees;
 - (k) Record of signature of Holder;
 - (l) Such other information as the Management Company may require.
- 26.5 The Register shall be conclusive evidence as to the Units held by each Holder.
- 26.6 Any change of name or address of any Holder shall forthwith be notified in writing to the Distribution Company 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 forward the particulars to the Transfer Agent who on being satisfied with the compliance of formalities 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.
- 26.7 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.
- 26.8 A body corporate may be registered as a Holder or as one of the joint Holders.
- 26.9 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 calendar days notice to Holders, provided that it is not closed for more than forty-five days in any calendar year. However, the Management Company may authorize the Transfer Agent to record a lien on any or all Units held by Unit Holder(s) in favor of a third party at the request of such Unit Holder(s) or Joint Unit Holder(s) as the case may be..
- 26.10 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.
- 26.11 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.
- 26.12 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 Trustee/Distribution Company 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.
- 26.13 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

W1 2021

27

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.

27. Issuance of Certificates

- 27.1 Upon written confirmation from the Trustee that the Offer Price for each Unit has been received in full from the applicant, the Transfer Agent shall issue an account statement that will constitute evidence of the number of Units registered in the name of the Holder.
- 27.2 Certificates shall be issued 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 of any denomination, subject to revision of fee from time to time by the Management Company. The proceeds of such fee will accrue to the Management Company.
- 27.3 Certificates shall only be issued for Units that have been fully paid, in such denomination as may be required by the Holder. Separate Certificates shall be issued for each class of Units.
- 27.4 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.
- 27.5 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 Holders named first therein shall constitute sufficient delivery to all joint Holders.
- 27.6 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 serial number and shall specify the number of Units represented thereby and the name and address of the Holder as appearing in the Register.
- 27.7 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.

28. Replacement of Certificates

- 28.1 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 of such denominations as he may require representing the same aggregate number of Units.
- 28.2 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 Distribution Company/Transfer Agent evidence satisfactory to the Management Company of the loss, theft or destruction of the original Certificate; (ii) paid as expenses

M. W. L. I

28

28

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 Distribution Company/Transfer Agent shall incur any liability for any action that they may take in good faith under the provisions of this sub-clause.

- 28.3 Before the issuing of any Certificate under the provisions of this sub-clause, the Distribution Company / 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.

29. Transfer of Units

- 29.1 Unit Holder may, subject to the law, transfer any Units held by them to any other account holder. The transfer shall be carried out after the Transfer Agent has been satisfied himself that all the requisite formalities including the payment of any taxes and has recovered the fee prescribed for the service. A Unit shall be transferable only in its entirety.

- 29.2 Both the transfer and the transferee must sign every instrument of transfer 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 on respect thereof. Every instrument of transfer must be duly completed in all respect including affixation of transfer stamps of the requisite value. Where Certificates have been issued the Trustee may dispense with the production of any Certificates where the Certificates have been lost, destroyed, subject to compliance by the transferor with like requirements to those arising in the case of an application by him for the replacement of thereof as provided in this Offering Document or the Trust Deed. The Transfer Agent shall retain all instruments of transfer.

- 29.3 Transmission of Units to successors in case of inheritance or distribution of the estate of a deceased Unit Holder shall be processed by the Transfer Agent after satisfying himself as to all legal requirements. The legal costs and taxes, if any, shall be borne and paid by the transferees. However, the processing fee shall not be payable by successors or the beneficiaries of the estate in the case of transmission. The Management Company shall pay the relevant processing fee to the Transfer Agent.

- 29.4 The Distribution Company/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 Distribution Company/ Transfer Agent shall be under no liability whatsoever in consequence thereof and it shall conclusively be presumed in favor of the Trustee or the Management Company or the Distribution Company/ Transfer Agent that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered by the Trustee or the Management Company or the Distribution Company/Transfer Agent and that every Certificate so destroyed was a valid Certificate duly and properly registered by the Trustee or the Management Company or the Distribution Company/Transfer Agent and 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 Distribution Company/ Transfer Agent any liability in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of proviso (i) above are not fulfilled; and (iii) reference herein to the destruction of any document includes reference to the disposal thereof in any manner.

- 29.5 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

W. W. L.

Chamney

Shahid Hussain

unreasonably withheld or delayed), to the extent permitted by and in accordance with applicable law.

29.6 A Unit Holder may merge the Units when he/she has invested with two folio/registration numbers and wishes to merge both the Units into one registration number. The Transfer Agent shall carry out the merger after satisfying himself that all the requisite formalities have been completed and payment of applicable taxes and fee, if any, have been received.

29.7 A Unit Holder may convert the Units held by him in a Unit Trust Scheme or options (Income Unit to Growth Unit and vice versa) managed by the Management Company into Units of another Unit Trust Scheme or options managed by the Management Company. The Transfer Agent shall carry out the conversion after satisfying himself that all the requisite formalities have been fulfilled and payment of the applicable taxes and fees, if any, has been received. The Management Company may impose a time limit below which conversion may not be allowed.

30. Pledge/Lien of Units

30.1 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 Registrar 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,

30.2 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.

30.3 Save any legal bar or court order requiring otherwise, 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.

30.4 The lien on the pledge Units shall continue till such time it is released by the lien holder in writing.

31. Audit

31.1 The Management Company shall at the establishment of the Scheme and with the consent of the Trustee, appoint an Auditor, a firm of chartered accountants who shall be independent of the auditor of the Management Company and the Trustee and such auditor shall not be appointed for more than three consecutive years or any other period as stipulated under the Rules and/or Ordinance, as amended from time to time. The Management Company may at any time remove the Auditor and appoint another Auditor in its place.

31.2 The Auditor shall hold office until transmission of the annual report and accounts but may be reappointed. The first Auditor shall be A.F. Ferguson & Co. Chartered Accountants, State Life Building No. 1-C, I.I. Chundrigar Road, Karachi.

31.3 The following persons shall not qualify to be the Auditor 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;

[Signature]

[Signature]

Amir Waqar

- (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.

31.4 Appointment of a partnership firm to be the Auditor shall be deemed to be the appointment of all persons who are partners in the firm for the time being.

31.5 The Auditor 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, Distribution Company 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.

31.6 The Auditor shall prepare a written report to the Holders 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.

31.7 The contents of the Auditor's report shall be as required in the Rules.

31.8 The Management Company shall:

- (a) within four months or any other period as stipulated under the Rules and/or Ordinance, as amended from time to time, of closing of the Accounting Period, prepare and transmit the annual report together with a copy of the balance sheet, income and expenditure account and the Auditor's report for the Accounting Period to the Commission and Holders in accordance with the Rules;
- (b) within the period prescribed by the NBFC rules, second and third quarter of its year of account, prepare and transmit to the Holders and the Commission a profit and loss account, balance sheet as at the end of that quarter, cash flow statement and a statement of changes in equity for that quarter, whether audited or otherwise, in accordance with the Rules;
- (c) along with the annual report, as provided in sub-clause (a) hereinabove, also provide to the Commission a statement containing: (i) the total number of Holders; and (ii) particulars of the personnel (executive, research, and other) of the Management Company.

32. Arbitration

In the event of any disputes arising out of this Trust Deed or the 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 this Trust Deed and the Offering Document relating to Unit Trusts, 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.

33. 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

Amir Zaidi

Rahman

Amir Zaidi

643
R. No. Sub-Registrar-II
Karachi

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.

34. Miscellaneous

34.1 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.

- (a) The Trustee or the Management Company shall advertise any such notice in newspapers in which prices of Units are published
- (b) Service of a notice or document on any one of several joint Holders shall be deemed effective service on the other joint Holders.
- (c) 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.

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.

35. Definitions

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

- 35.1 "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.
- 35.2 "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.
- 35.3 "Act" is defined in the preamble.
- 35.4 "Asset Management Company" means an asset management company as defined in the Rules.
- 35.5 "Audit Date" means the date as of which the Auditor issues its report in respect of the Scheme's balance sheet and income and expenditure account for the corresponding Accounting Period.
- 35.6 "Auditor" means the Auditor of the Trust appointed by the Management Company as per the Rules.
- 35.7 "Authorized Branch and Branches" means those Branches of Distributors which are allowed to deal in Units of NAFA Funds.
- 35.8 "Authorized Investments"

643
NO
Date: 10/10/11
Signature: [Signature]

NAFA Stock Fund is an equity Fund and its "Authorized Investments" include all transacted, issued, traded, listed and unlisted investments, inside or outside Pakistan and may include the following:

- Listed and Unlisted securities, shares and stocks
- Government of Pakistan Investment Bonds, Federal Investment Bonds, Treasury Bills, other Government Securities, credit linked notes and currency forwards;
- Debentures and Certificates of Musharika (COM);
- Long, medium and short term bank deposits with banks or financial institutions including deposit in currencies other than the Pakistani Rupee;
- Units in any other collective investment scheme;
- Any other equity or money market securities;
- Secured and unsecured listed or privately placed debt securities issued by local governments, government agencies, statutory bodies, private or public sector entities and/or financial institutions having a minimum investment grade rating. If the entity issuing the debt securities is not rated then the instrument would have a minimum investment grade rating by a credit rating agency registered with the Commission;
- Convertible debt securities issued by corporates/financial institutions.
- Convertible and Non-Convertible preferred shares.
- Certificates of Investment/Deposits issued by financial institutions having a minimum investment grade rating by a credit rating agency registered with the Commission;
- Asset Backed and Mortgage Backed Debt Securities;
- Repurchase transactions (REPOs) and reverse REPOs against securities (excluding stocks);
- Commercial Papers and any other money market debt security that may or may not be listed on the Stock Exchange but does not include bearer security or any other security that would involve assumption of unlimited liability;
- Continuous Funding System (CFS) Investment in CFS or any other scheme replacing it subject to SECP's approval, shall be restricted upto a maximum of 25% of Net Assets of the Fund, with not more than 20% of CFS amount in any one script at the time of investment;
- Spread Transactions. NAFA Stock Fund will enter into transactions aimed at earning a spread in the price of securities resulting from the timing difference between ready and future settlements. NAFA Stock Fund will buy in the ready settlement market and sell in future settlement market. Both the transactions will be carried out simultaneously so as to avoid any risk emanating from the movement in the prices of underlying securities;
- Warrants, Options, derivatives subject to the prior approval of SECP. Investment in this asset class would be for hedging purposes only and subject to such terms and conditions as approved by the Commission from time to time;
- Subject to SECP or other regulatory approvals the Scheme may seek to invest in foreign securities issued, listed or otherwise and traded outside Pakistan on such terms, guidelines and directions as may be issued by SECP and the State Bank of Pakistan from time to time.

Investments outside Pakistan will enable the Fund to diversify risk as well as avail opportunities for higher returns in international markets. Foreign investment by the Fund is subject to the following limits:

- (a) 30% of the Net Assets of the Fund.
- (b) The above percentage is subject to a cap of US\$ 15 million. At some time in the future, the Management Company may expand this limit after seeking permission from the Commission and the State Bank of Pakistan. The limit to international investment will apply at the time of investment and it will not be necessary for the Trustee to sell the investments merely because, owing to appreciation or depreciation of any investments, change in foreign exchange parities, disposal of any investment or change in limit due to increase or decrease in Units, such limits shall be exceeded.

In case, due to the relative movement of the value of foreign investments and/or change in the limit, the value of foreign investments exceeds the above limits, the Management Company will have six months to bring the Fund into compliance.

Fund Property can be invested in international Investments including the following:

M1 Wali
[Signature]
33
[Signature]

- (a) International equities;
- (b) International profit bearing securities;
- (c) International money market;
- (d) Foreign currency bank deposits and certificate of investments
- (e) Foreign currency bank account in Pakistan
- (f) Mutual Funds.

35.9 **"Back-end Load"** means the charge or commission (excluding Duties and Charge) not exceeding 5% (or such other percentage as may be mutually agreed between the Trustee and the Management Company 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.

35.10 **"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.

35.11 **"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).

35.12 **"Benchmark"** means KSE 30 Index.

35.13 **"Broker"** means any person engaged in the business of effecting transactions in securities for the account of others.

35.14 **"Business Day"** means a day on which office of the Management Company open for business in Pakistan.

35.15 **"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.

35.16 **"Connected Person"** shall have the same meaning as in the Rules.

35.17 **"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.

35.18 **"Contingent Load"** means Sales Load payable not exceeding 5% 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). Any Contingent Load received will form part of the Trust Property.

35.19 **"Commission"** is defined in the preamble.

35.20 **"Core Units"** means such Units of the Scheme that are issued to Core Investors with the condition that these are not redeemable for a period of two years from the date of issue. 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.

35.21 **"Core Investors"** of the Scheme shall be such initial Investors whose subscription shall in aggregate are in compliance of the requirements of Clause 67(2) (f) 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.

35.22 **"Custodian"** means: (a) Bank(s) which may be appointed by the Trustee with the approval of 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.

M. Wali

[Signature]

[Signature]

643
35.23 "Discount Rate" means the rate at which the State Bank of Pakistan makes Funds available to banks for short periods against the collateral of government bonds; and if no longer published then the substitute thereof.

35.24 "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 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 Fund from time to time, as part of the Trust Property for the benefit of the Unit Holder(s).

35.25 "Distributor / Distribution Company" means a Company(s) or Firm or a Bank or Central Depository Company or any other Financial Institution appointed by the Management Company in consultation with the Trustee for performing any or all off the Distribution Functions and shall also include the Management Company itself, if it performs the Distribution Function.

35.26 "Distribution Function" mean 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 Function;
- e. the above functions may be performed electronically, if appropriate systems are in place.

"Duties and Charges" means in relation to any particular transaction or dealing all stamp and other duties, 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.

35.28 "Federal Government" means the Federal Government of Islamic Republic of Pakistan.

35.29 "Formation Cost" means preliminary expenses relating to regulatory and registration fees of the Scheme, including flotation expenses of the Scheme, expenses relating to authorization of the Scheme, execution and registration of the Constitutive Documents, legal costs, printing, circulation and publication of the Offering Document, announcements describing the Scheme and all other expenses incurred until the end of the Initial Period.

35.30 "Front-end Load" means the sales and processing charge or commission (excluding Duties and Charges) not exceeding 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.


35.31 "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, Pakistan Investment Bonds and any securities/instruments replacing or substituting the foregoing from time to time.

M. I. Wali

[Signature]

[Signature]

- 35.32 **"Holder or Unit Holder"** means the investor for the time being entered in the Register as owner of a Unit including investors jointly so registered pursuant to the provisions of this Trust Deed.
- 35.33 **"Initial Period"** means a period determined by the Management Company not exceeding ninety days during which Units will be offered at the Initial Price in terms of the Offering Document, inclusive of the offering to the Core Investors.
- 35.34 **"Initial Price"** means the price per Unit during the Initial Period determined by the Management Company.
- 35.35 **"Investment"** means any Authorized Investment forming part of the Trust Property.
- 35.36 **"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. The Management Company shall compensate the Investment Facilitators/Sales Agents out of the Sales Load collected by it in the Offer Price and/or Management Fee.
- 35.37 **"Management Company"** is defined in the preamble hereto;
- 35.38 **"Net Assets"**, in relation to the Trust, means the excess of assets over liabilities of the Trust, such excess being computed in the manner specified hereunder:-

- 
- a. An equity security listed on a stock exchange shall be valued at its last sale price on such exchange on the date as of 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 not 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 Fund 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 net 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 Fund as of the close of business on the valuation date shall be included as assets of the Fund, 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. A security not listed or quoted on a stock exchange shall be valued at investment price or its break up value as per last audited accounts, whichever is later.
 - f. Mark-up accrued on any mark-up bearing security in the portfolio shall be included as an asset of the Fund, if such accrued interest is not otherwise included in the valuation of the security;
 - g. Any other income accrued up to the date on which computation was made shall also be included in the assets;
 - h. All liabilities, expenses, taxes and other charges, including Annual Fee due or accrued up to the date of computation which are chargeable under the Rules, other than the paid-up capital of the Fund, shall be deducted from the value of the assets;
 - i. The remuneration accrued up to the date of computation payable to the Management Company, for providing management and other services, shall be included as an expense.

Amir Wali

[Signature]

[Signature]

- 35.39 **"Net Assets Value"** means per Unit value of the Trust arrived at by dividing the Net Assets by the number of Units outstanding.
- 35.40 **"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.
- 35.41 **"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 Unit Trust, as required by the Rules and is circulated to invite offers by the public to invest in the Scheme.
- 35.42 **"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.
- 35.43 **"Ordinance"** means the Companies Ordinance, 1984.
- 35.44 **"Par Value"** means the face value of a Unit as defined in the Offering Documents.
- 35.45 **"Personal Law"** means the law of inheritance and succession as applicable to the Individual Unit Holder(s).
- 35.46 **"Redemption Account"** means the account(s) (which may be a current, saving or deposit account(s)) maintained by the Trustee with National Bank of Pakistan and/or any other Bank having an investment grade rating and approved by the Management Company in which the amount required for redemption of Units to the Holders may be transferred.
- 35.47 **"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 7.4 of this Trust Deed.
- 35.48 **"Register"** means the Register of the Unit Holder(s) kept pursuant to the Rules and this Trust Deed.
- 35.49 **"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; and
 - j) Keeping record of change of addresses/other particulars of the Holders.
- 35.50 **"Regular Interval"** means monthly, quarterly, half year or annual period.

At Wali

Chunni

At Wali

643

- 35.51 **"Relevant Date"** means the date on which the Management Company decides to distribute the profits (if any).
- 35.52 **"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.
- 35.53 **"Sales Load"** means the Front-end Load, Back-end Load and the Contingent Load.
- 35.54 **"Stock Exchange"** means Stock Exchanges registered under Securities and Exchange Ordinance, 1969.
- 35.55 **"Subscription Day"** means every Business Day provided that the Management Company may with the prior written consent of the Trustee and upon giving not less than seven days notice in the two widely circulated English & Urdu newspapers declare any particular Business Day or days not to be a Subscription Day.
- 35.56 **"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.
- 35.57 **"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 Function.
- 35.58 **"Trust" or "Unit Trust" or "Fund" or "NAFA Stock Fund" or "NSF" or "Scheme"** means the Unit Trust constituted by this Trust Deed for continuous offers for sale of Units.
- "Trust Deed"** means this trust deed executed between the Management Company and the Trustee along with all the exhibits appended hereto.
- "Trust Property"** means the aggregate proceeds of the sale of all Units at Purchase (Offer) Price and any Transaction Costs recovered in the Purchase (Offer) or Redemption (Repurchase) price after deducting there from or providing there against the value of Redemption, Front-end Load, Backend Load, Duties and Charges (if included in the Purchase <Offer> Price or Redemption <Repurchase> 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 Core Investors (seed capital) and Private Placement Investors (as per Clause 23) upto the date of the close of the Initial Period which shall not form part of the Trust Property.
- 35.61 **"Trustee"** is defined in the preamble hereto.
- 35.62 **"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.

R. No. 643
Sub-Registrar-II
Waddar Town, Karachi

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

The Common Seal of National Fullerton Asset Management Limited was hereunto affixed in the presence of:

WITNESSES:

1. [Signature]
MUSSA A. NAQVI
S/O MUHAMMAD A. NAQVI
42101-1930137-9

1. Name: Amjad Ishaq
Signature: [Signature]
NIC No.: 37405-6313954-9
Chief Executive Officer

2. [Signature]
MUHAMMAD MURTAZA ALI
S/O M. AMIN CHISHTI
42301-1002708-9

2. Name: SHEIKH KHALID SAMI
Signature: [Signature]
NIC No.: 42301-0793883-7
DIRECTOR

FOR CENTRAL DEPOSITORY
COMPANY OF
LIMITED PAKISTAN

Sub-Registrar II, SADDAR
Name: ARTAB DWAN
Signature: [Signature]
NIC No.: 4217599-9



S. No: 7788
Presented in the office of
Sub-Registrar Office
Saddar Town on: 06 DEC 2006
Between: Hs. to

Sub-Registrar-II
Saddar Town, Karachi

G.H. Kazmi

Received Registration Fee as follows

Registration Fee: 100
Micro Filming Fee: 305
Indorsement Fee: 05
Search Fee: 7
Penalties u/s 25/34: 7
Postage Charges: 410

Microfilming Fee

Receipt No: 30

Date: 8.12.06

Sub-Registrar-II
Saddar Town, Karachi

Sub-Registrar-II
Saddar Town, Karachi
G.H. Kazmi

Mr./Mrs./Miss Amjad Wahid
S/o./W/o./D/o. Shaikh Abdul Wahid

Executing Party Occupation CEO

Muslim Adults, Age 47 Years

R/o 76/2 10th Street Phase VI

Karachi admits execution of this deed.

NIC No: 37405-6313954-9

In the capacity of shares in the deed

Mr./Mrs./Miss Shaikh Khairid Jamil
S/o./W/o./D/o. Shaikh Jamil Akbar

Executing Party Occupation Director

Muslim Adults, Age 50 Years

R/o H.No. 26 Street No 23 rd Phase V

Karachi admits execution of this deed.

NIC No: 42301-0793853-7

In the capacity of shares in the deed

Mr./Mrs./Miss Affab Ahmed Diwan
S/o./W/o./D/o. Ahmed Diwan

Executing Party Occupation Chief operating officer

Muslim Adults, Age 48 Years

R/o H.No. 206 Block 3 Bihar Muslim

Karachi admits execution of this deed. Society Karachi

NIC No: 42201-0417599-9

In the capacity of shares in the deed

Pl. No. 1

Shahid Khan

Chunary

sp. Muhammad Shahzad

Ashraf Ashraf

Umo - 9667/HC/KVC

States that he personally
knows the above executant
and identities

Date: 06 DEC 2006

Sub-Registrar-II
Saddar Town, Karachi
G.H. Kazmi




643


Registered No: 643
Book No: IV
Date: 6-12-06

Sub-Registrar-II
Saddar Town, Karachi




M.F. Roll No: U 98845
3905
Photo-Registrar, Karachi
Date: 12-12-2006


 سید حسن
 10/07/1950
 سید حسن


 سید حسن
 26/07/2006
 26/07/2006
 26/07/2006


 سید حسن
 05/08/1958
 سید حسن


 سید حسن
 05/11/2002
 05/11/2002
 05/11/2002



 سید حسن
 11/11/1972
 سید حسن


 سید حسن
 30/06/2013
 سید حسن


 سید حسن
 08/09/1965
 سید حسن


 سید حسن
 31/07/2016
 سید حسن


 سید حسن
 10/03/1958
 سید حسن


 سید حسن
 31/12/2001
 سید حسن



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
SPECIALIZED COMPANIES DIVISION
NBFC DEPARTMENT

Annexure "A"

No. NBFC(II)/ AD/37/2005

Islamabad, December 14, 2005

The Chief Executive
National Fullerton Asset Management Ltd.
Ground Floor, Muhammadi House
LI Chundrigar Road
Karachi.

R. No. **643**
Sub-Registrar-II
Saddar Town, Karachi

Subject: LICENSE TO CARRY OUT THE BUSINESS OF ASSET MANAGEMENT SERVICES NATIONAL FULLERTON ASSET MANAGEMENT LTD.

Dear Sir,

Please refer to your letter No. HO/SEC/2005/0021 dated December 05, 2005, and find enclosed herewith the Licence to carry out **Asset Management Services** as Non-Banking Finance Company in favor of National Fullerton Asset Management Ltd. under sub-rule (2) of rule 5 of the Non-Banking Finance Companies (Establishment & Regulation) Rules, 2003.

Yours truly,


Saima Khalil
Saima Khalil
(Assistant Director)

NIC Building, Jinnah Avenue, Blue Area, Islamabad.
PABX: 9207091-4 Ext. 172- Fax. No. 9218590, E-mail: secphq@ish.paknet.com.pk



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
SPECIALIZED COMPANIES DIVISION
NBFC Department

Islamabad, the December 13, 2005
Licence No. NBFC - II/47/NAFA/AMC/12/2005

LICENCE TO CARRY OUT OR UNDERTAKE
ASSET MANAGEMENT SERVICES
AS NON BANKING FINANCE COMPANY

The Securities and Exchange Commission of Pakistan having considered the application for grant of licence under rule 5 of the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003, by **National Fullerton Asset Management Limited** and being satisfied that the said **National Fullerton Asset Management Limited** is eligible for the licence, hereby grants, in exercise of the powers conferred by sub-rule (2) of rule 5 of the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003, licence to **National Fullerton Asset Management Limited** to undertake or carry out **Asset Management Services** subject to the conditions stated herein below or as may be prescribed or imposed hereafter:

- (ii) **National Fullerton Asset Management Limited** shall ensure compliance to the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 pertaining to Asset Management Services including the collective investment schemes managed by it; and
- (iii) **National Fullerton Asset Management Limited** shall submit an annual report, together with a copy of the balance sheet and income and expenditure account and the auditors' report with in 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.
- (iv) **National Fullerton Asset Management Limited** shall float/acquire an open-ended Mutual Fund within one year of the grant of licence
- (v) No person shall be appointed as a director on the Board of more than one Asset Management Company, Investment Advisor and closed-end fund.
- (vi) The licence is valid for a period of one year from the date of issuance and shall be renewable annually as specified in the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003

(Salman Ali Shaikh)
Commissioner (SC)



Securities and Exchange Commission of Pakistan
Specialized Companies Division
NBFC Department

Annexure "A-1"

R. No. 643
Sub-Registrar-II
Saddar Town, Karachi

No. SEC/NBFC-II/DD/NAFA/2006 202

April 07, 2006

Mr. M. Murtaza Ali
Company Secretary
Head of Investment Operations
National Fullerton Asset Management Ltd.
9th Floor, Adamjee House, I.I. Chundrigar Road
Karachi-74000

Subject: Licence to carry out Investment Advisory Services as Non-Banking Finance Company in the name of National Fullerton Asset Management Limited

Dear Sir,

Please refer to your letter dated March 16, 2005 (received in this office on March 27, 2006) and find enclosed herewith the Licence to carry out Investment Advisory Services as Non-Banking Finance Company to National Fullerton Asset Management Limited under sub-rule (2) of Rule 5 of the Non-Banking Finance Companies (Establishment & Regulation) Rules, 2003.

Please acknowledge receipt through return fax.



Yours truly,

(Zahida Rafiq)
Deputy Director



Securities and Exchange Commission of Pakistan
Specialized Companies Division
NBFC Department

643
Sub-Registrar-II
Saddar Town, Karachi

No. NBFC-II/3/NAFA/AMC&IA/3/2006

April 7, 2006

**LICENCE TO UNDERTAKE INVESTMENT ADVISORY SERVICES
AS NON-BANKING FINANCE COMPANY BY NATIONAL FULLERTON ASSET
MANAGEMENT LIMITED**

The Securities and Exchange Commission of Pakistan, having considered the application for grant of license to undertake **Investment Advisory Services** submitted by **National Fullerton Asset 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 **National Fullerton Asset Management Limited** to carry out **Investment Advisory Services** subject to the conditions stated herein below or as may be prescribed or imposed hereafter: -

1. **National Fullerton Asset Management Limited** and the collective investment schemes under its management shall ensure compliance to the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003;

National Fullerton Asset 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 together with a copy of the balance sheet and income and expenditure account within two months of the close of its half year;

No person shall be appointed as a director on the Board for more than one asset Management Company, Investment Advisor and closed-end fund; and

4. 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)

NIC Building, Jinnah Avenue, Blue Area, Islamabad.
PABX: 9207091-4 Fax. No. 9218590, E-mail: secphq@seb.paknct.com.pk



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

Annexure "B"

643
Sub-Registered
Sec. 10(1) Karachi

No. NBFC/MF-RS/NAFA-MAF/AD-CMH/857/2006

December 01, 2006

Mr. Hussain A. Naqvi
Head of Investment Operations
National Fullerton Asset Management Limited
9th Floor, Adamjee House,
11 Chundrigar Road,
Karachi

Subject: **Approval of Trust Deed of Proposed NAFA Stock Fund**

Dear Sir,

I am directed to refer to your letter # HO/SEC/2006/1877 dated November 04, 2006 and the revised Trust Deed of proposed NAFA Stock Fund and to convey no objection of the Securities and Exchange Commission of Pakistan to the registration under the Trust Act, 1882 on the following conditions:-

1. NAFA shall specify limits of investment in different asset classes in the Offering Document;
2. Investment abroad shall be subject to regulatory approval of State Bank of Pakistan and necessary parameters for investment outside Pakistan shall be specified in the Offering Document of the Fund for compliance; and the Clause wise changes appended herewith shall be incorporated in the Trust Deed before registration.

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 National Fullerton Asset Management Company Limited and the requirements stipulated in the Non-Banking Finance Companies (Establishment & Regulation) Rules, 2003. Further action will be taken on receipt of the registered copy of the Trust Deed.

Yours truly,

**Ch. Mazhar Hussain
(Assistant Director)**

ANNEXURE 'C'

643

R. No.
Sub-Registrar-II
Secular Town, Kharwa

REMUNERATION OF TRUSTEE AND ITS AGENT

Net Assets	Tariff
Up to Rupees one billion	Rupees 0.7 million or 0.20% p.a. of NAV, whichever is higher
Exceeding Rupees one billion	Rupees 2.0 million plus 0.10% p.a. of NAV exceeding Rs. 1,000 million





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

Annexure "D"

No. NBFC-II/AD-ZRK/NAFASF/ 2006

December 4, 2006

Mr. Hussain A. Naqvi
Head of Investment Operations
National Fullerton Asset Management Limited
9th Floor, Adamjee House,
I.I. Chundrigarh Road
Karachi

643

Subject: Approval of Trustee of NAFA Stock Fund (NAFA SF)

Dear Sir,

Please refer to your letter # HO/SEC/2006/1939 regarding captioned subject.

I am directed to convey the approval of Securities and Exchange Commission of Pakistan for appointment of Central Depository Company of Pakistan Limited as Trustee of the proposed NAFA Stock Fund (NAFA SF) in terms of Rule 74 and 75 of the NBFC Rules, 2003.

Yours truly,

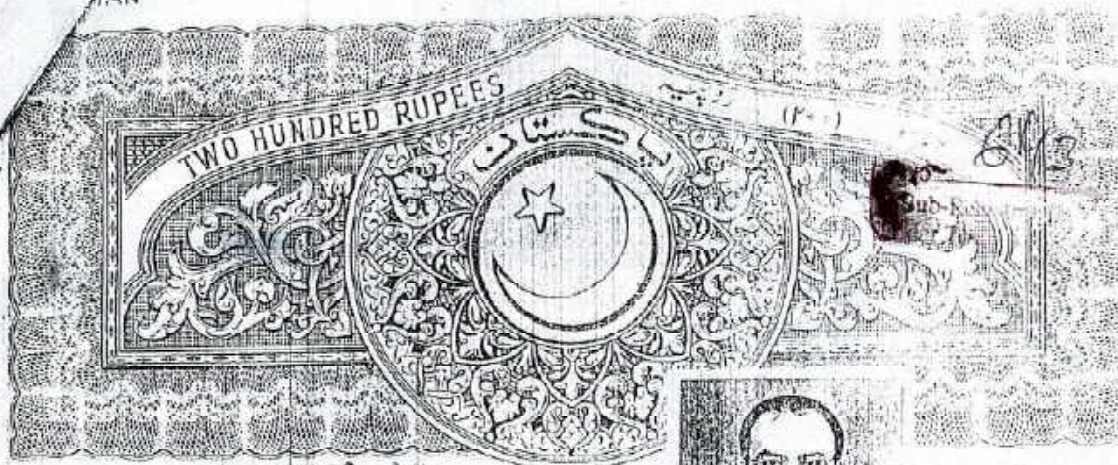
Zeeshan R. Khattak
(Assistant Director)

CC: Mr. Kamran Qazi, CFO & Company Secretary, with reference to letter # CDC/CS/LC-MK/177/06 dated November 07, 2006 of Central Depository Company of Pakistan Limited

ORIGINAL

643
Sub-Registrar-II
Raddar Town, Karachi





TABIR HAI MIRZA STAMP VENDOR
No. 11, Street 11, Progressive Chowk,
Karachi-7, Pakistan

2006

Sub-Registrar W. Div, 5-6
Karachi



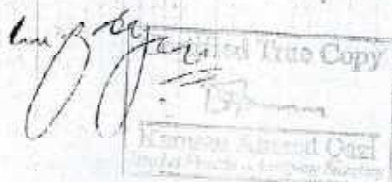
SUB-POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT **Central Depository Company of Pakistan Limited**, a company incorporated under the Companies Ordinance, 1984 and registered with the Securities & Exchange Commission of Pakistan, as a central depository company and having its Registered Office at 8th Floor, Karachi Stock Exchange Building, Stock Exchange Road, Karachi (hereinafter referred to as "the Company"), has appointed me, **MOHAMMAD HANIF JAKHURA** son of Mr. Dawood Usman Jakhura, the Chief Executive Officer of the Company as its true and lawful agent and attorney to act for the Company in all matters relating to conduct and management of business and affairs of the Company in terms of the General Power of Attorney dated December 31, 2002, pursuant to the Resolution passed by the Board of Directors in the 86th Meeting held on December 23, 2002, which General Power of Attorney has been duly registered in the office of the Sub-Registrar "T" Division, 1-B Karachi, under Registered No. 42, Karachi, dated December 31, 2002. (hereinafter referred to as "the General Power of Attorney").

AND THAT under the said General Power of Attorney, I am authorized to delegate all or any of my powers and authorities to Sub-Attorney(s) under Sub-Power(s) of Attorney.

AND THAT since I am required to travel out of Karachi from time to time in connection with the business of the Company or due to



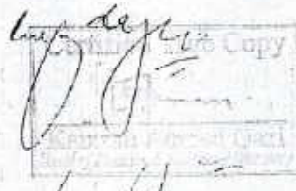
other business commitment, it is necessary for me to appoint Sub-Attorney(s) and to issue Sub-Power(s) of Attorney in favour of the Company's designated officer(s) to enable them to act on behalf of the Company from time to time. 643

Sub-Registrar I

Quater Town, Karachi

NOW THEREFORE BY THESE PRESENTS, I **Mohammad Hanif Jakhura** son of Dawood Usman, holding NIC No. 42201-2279204-9, the Chief Executive Officer and a legally constituted Attorney of the Company, hereby constitute, ordain and appoint **Mr. Aftab Ahmed Diwan** son of Ahmed Diwan, holding NIC No. 42201-0417599-9, the Chief Operating Officer of the Company, as Company's legally constituted Sub-Attorney (hereinafter referred to as "the Sub-Attorney") to do, effectuate and fulfill all or any of the following acts, things and deeds: —

1. To execute all agreements, contracts and other instruments entered into by the Company with any issuers, participants, account holders, investor account holders, eligible pledgees and other persons dealing with the Company, as a central depository, including any stock exchanges and members of stock exchange, National Clearing Company of Pakistan Limited and its clearing members, and related settling banks, to the extent required.
2. Subject to the prior approval of the Board of Directors of the Company, to enter into and execute any arrangements, agreements, contracts, deeds, mandates, guarantees, indemnities, counter-guarantees and other instruments and documents relating to the affairs, business or businesses and operations of the Company and to alter, vary, modify, abrogate or cancel any such arrangements, agreements, contracts, deeds, mandates, guarantees, indemnities, counter-guarantees and other instruments and documents and to do everything on the Company's behalf for the purpose of carrying out and giving effect to any such arrangements, agreements, contracts, deeds, mandates, guarantees, indemnities, counter-guarantees and other instruments and documents either as originally entered into or as so altered, varied or modified.
3. To make and sign applications to Government, Federal, Provincial or City/local and semi-Government departments, agencies and bodies or any other persons or companies or corporations or competent authorities and to appear and represent the Company before the same for the obtaining of all licences, certificates, permissions, no-objections or consents required under any Act, Ordinance, Order, statutory instrument, by-law, administrative directive/instruction/order or contracts or agreements or arrangements or may otherwise be required in connection with the operations and business or businesses and any transactions of the Company and/or matters related

Copy


Page 2 of 6

Page 3 of 6

therewith.

4. Subject to the prior approval of the Board of Directors of the Company, to settle any debts due to and any claims and demands by or against the Company and to make and give receipts, releases and other discharges for monies payable to the Company and for claims and demands of the Company.
5. To enter into any arrangements or agreements and contracts with any Government, Federal, Provincial or City/local departments or authorities or other person or companies or corporations and to appear and represent the Company before the same and to obtain and acquire from the same any rights, entitlements, powers, authorities, privileges, licenses or concessions and to carry out, exercise or comply with the requirements incidental or related to the same.
6. To draw and sign cheques and other orders for the payment of money on any banks or bankers or any Government Treasury or any other Government establishment, department, officer, any other persons, companies or corporations upon whom, in the usual course of business of the Company as a central depository, it may be necessary or expedient to draw and sign cheques or orders for payment of money and also to designate and authorise signatories of bank accounts in respect of same.
7. To enter into, sign, seal, deliver and execute all deeds, instruments, documents, contracts and writings whatever and of whatever nature which the Sub-Attorney may think necessary expedient or desirable or which requires to be executed by the Company and in particular but without prejudice to the generality of the foregoing all bonds, deeds and undertakings to be entered into by the Company as surety for any person, firm or company and also all transfers, assurances, mortgages, charges, leases, underleases, tenancy agreements, options, licences, renewals of licences, releases and surrenders TO MAKE, SIGN AND EXECUTE all applications, declarations or submissions and to execute and swear all affidavits which may be proper, requisite or necessary for the purposes of effecting or completing any such transfer, assurance, assignment, mortgage, charge, lease, underlease, tenancy agreement, option, licence, renewal of licence, release or surrender and all supporting and ancillary forms, writings and documents AND TO APPEAR before any Inspector General of Registration or District Registrar or Sub-Registrar of Assurances or other officer or authority having jurisdiction in that behalf and before him or them to present for registration, acknowledge and admit execution of and register all such deeds, instruments, documents and writings as may be made, entered into, signed, sealed, delivered or executed by the Company or by the

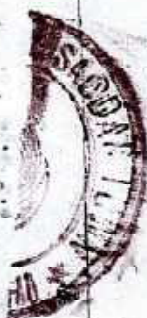
Attorney on behalf of the Company in the performance of the powers and authorities herein contained or which the Company has the right or is required to present for registration and register in accordance with the provisions of the Registration Act 1908 or any statutory modification or re-enactment thereof or rule or regulation made thereunder and for the time being in force TO PAY all proper fees, duties and charges which may be incurred in the performance and execution of the powers and authorities herein before contained.

8. To insure all or any risks of and properties belonging to and/or under the control of or custody of the Company and from time to time to procure insurance coverage against, including but not restricted to, risk management of the business or all or any of the businesses and operations of the Company to such extent and in such manner and on such terms and conditions and with such insurance company or companies as the Sub-Attorney may think proper.
9. To attend and vote and represent the Company at any meeting of the shareholders of any company or corporation, and to act as proxy or appoint a proxy on the Company's behalf upon any shares or other securities held or owned by the Company, or in which the Company may have any interest.
10. Subject to the decision of the Board of Directors of the Company, to call for and demand adjustment accounts now pending or outstanding, or which may hereafter become pending between the Company and any other person or persons whosoever or in which the Company may be in any way concerned or interested and to pay or receive the balance or balances which may appear to be due on any account, as the case may require.
11. To represent the Company in all matters as a trustee and/or custodian and to act for the Company in all respects in that capacity.
12. To institute, conduct, defend any suits or legal proceedings, whether criminal or civil, by or against the Company or its officers or otherwise concerning its affairs, in any Court or Tribunal or before any Government official; to file appeals, review and revision and other applications and petitions, and in connection therewith, to retain and employ such attorneys, solicitors, advocates, notaries, counsel or other professional aid or assistance as to the Sub-Attorney shall seem fit; and, for that purpose, to sign on the Company's behalf all such authorities and documents as may from time to time be needed or expedient and to sign and verify any pleadings, documents, deeds or any applications and to affirm affidavits and for such

purpose to appear before the courts, judges, magistrates or other officers wherever necessary.

643
Sub-Registered
Saddar Town, Karachi

13. To execute, sign, verify, attest, swear and affirm any pleadings, including plaint, written statement, affidavit, rejoinder, application, Vakalatnama and any other documents which may be necessary and proper and to prefer any appeal/revision and review in the High Court or Supreme Court and to represent the Company before any tribunal, authority/officer for the aforesaid purposes on the Company's behalf.
14. To sign and file all requisite returns and other forms and statements required to be filed under the Income-tax and/or under any other tax laws (including rules made thereunder), to attend to and procure assessments, to file appeals thereagainst, and to engage tax consultants, tax practitioners and other experts in that connection.
15. To sign and file all returns, other forms and statements as may be required to be filed by the Company under any labour or human resources related laws and rules made thereunder.
16. To accept on the Company's behalf service of processes and any notices required to be served on the Company and to acknowledge receipt thereof.
17. To concur in doing any of the acts and things herein mentioned in conjunction with any other person or persons interested in the premises.
18. To do, perform, execute and transact all other acts, matters and things whatsoever, which the Sub-Attorney may consider necessary or expedient in relation to the premises and in the conduct and management of the affairs of the Company notwithstanding that no special power has been conferred on the Sub-Attorney under this Sub-Power of Attorney in respect thereof.
19. And it is hereby declared that the word "person" throughout these presents shall (unless the context shall require a contrary construction) be deemed to include, and shall include any number of persons, and also any foreign government and any firm, corporation, company, association or body politic, municipal, commercial or any other kind whatsoever.
20. I HEREBY UNDERTAKE TO RATIFY AND CONFIRM that all the acts, things and deeds done by the Sub-Attorney by virtue of these presents shall be considered as acts, things and deeds done by the Company i.e. Central Depository Company of Pakistan Limited.



Signature

The Specimen Signature of Sub-Attorney is as follows: No. 643

Sub-Register-11
Garden Town, Karachi

Aftab Ahmed Diwan
Aftab Ahmed Diwan

IN WITNESS WHEREOF, I have executed this Sub-Power of Attorney on 25th day of October 2005, before the Witnesses mentioned below.

EXECUTANT:
MOHAMMAD HANIF JAKHURA

WITNESSES:

1. Rasool Hooda
Rasool Hooda
NIC #: 42101-1741252-1
2. Muhammad Khurram
Muhammad Khurram
NIC #: 42301-0576375-3

25 OCT 2005 6:00 p.m.

Handwritten signature

S. A. Narejo

R.No. 643

RECEIVED
 Registration Fee Rs. 40
 Copying Fee Rs. 10
 Endorsement Fee Rs. 5
 Postage Charge Rs. 165

outstanding fees Re 4000
 covered via receipt No 26

S. A. Narejo

Sub-Registrar T. Div. I-A
 Karachi

Mr/Mrs/Miss Mrs. Maryam Jafar
 Street Dr. Jafar
 No. 6 Chif Executive
 R.O. No. 15
 Capacity is shown in the deed



Handwritten signature
 895/He

States that he personally
 knows and is
 dated 25 OCT 2005

Sub-Registrar T. Div. I-A
 Karachi

ACCEPTED IN NO
 Book No. 10
 Sub-Registrar T. Div. I-A
 Karachi
 25-10

M.F. Roll No: U-105257
 2007
 Photo-Registrar, Karachi

42201-2719701-1
 42201-2279201-1
 31/03/2013
 14/03/2002



643
 No. 643
 14/03/2002

42201-0417500-0
 30/11/2008
 12/2/2001



LW2R64
 42101-1741252-1
 28/02/2015
 14/03/2002

42101-1741252-1
 14/03/2002

NOS179
 42301-0570375-3
 31/03/2015
 02/04/2004

42301-0570375-3
 02/04/2004

**EXTRACTS OF MINUTES OF THE 5TH MEETING OF THE BOARD
OF DIRECTORS OF NATIONAL FULLERTON ASSET
MANAGEMENT LIMITED HELD ON JUNE 01, 2006**

692
H.N. 10
Sud-Ram
Vaidya Trust

**Item 5: To approve the launch of following new Funds. (i) NAFA Stock Fund,
(ii) NAFA Multi-Asset Fund**

The Board passed following resolutions in respect of launch of NAFA Stock Fund and NAFA Multi-Asset Fund:

Resolved that "open-end Funds by the name of NAFA Stock Fund and NAFA Multi-Asset Fund be and is hereby approved to be constituted and operated in accordance with the provisions of the Non Banking Finance Companies (Establishment and Regulation) Rules, 2003, and the Trust Deed."

Resolved that "subject to the approval of the Securities and Exchange Commission of Pakistan, Central Depository Company of Pakistan Limited be and is hereby appointed as Trustee of NAFA Stock Fund and NAFA Multi-Asset Fund in accordance with the provisions of Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003."

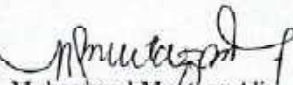
Resolved that "any one of the directors of the Board along with Chief Executive Officer, be and are hereby jointly authorized to execute the Trust Deeds and get the Trust Deeds registered, and to appear before the sub registrars of Assurances or other officials and to fulfill and comply with all legal, corporate and procedural formalities in connection therewith."

Resolved that "the listing of NAFA Stock Fund and NAFA Multi-Asset Fund at the Karachi Stock Exchange and / or Lahore Stock Exchange be and is hereby approved."

Further Resolved that "the Chief Executive and/or any one director (if required) and the Company Secretary be and are hereby authorized to complete all formalities, including signing and execution of all documents, contracts and agreements required to be signed wherever so required for obtaining listing of NAFA Stock Fund and NAFA Multi-Asset Fund on the Karachi Stock Exchange and/or Lahore Stock Exchange."

Certified true be true copy

For and on behalf of
National Fullerton Asset Management Limited

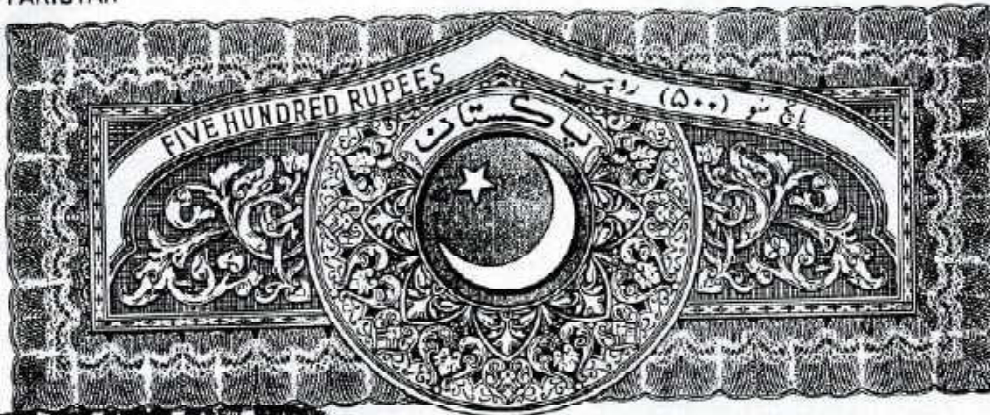

Muhammad Murtaza Ali
Company Secretary

Certified true copy

Muhammad Murtaza Ali
Company Secretary
National Fullerton Asset Management Ltd

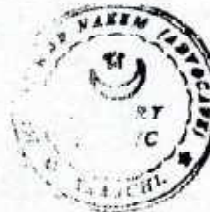
National Fullerton Asset Management Limited

9th Floor, Adamjee House, I.I. Chundrigar Road, Karachi-74000, Pakistan. UAN: +92-21-111-111-632 Fax: +92-21-2467605



28 SEP 2005

Handwritten: 23963
 Stamp: R. No. 643
 Stamp: Sub-Registrar, Sukkur Town, Karachi



GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that we, the authorized Directors of National Fullerton Asset Management Limited, a company incorporated in Pakistan under the Companies Ordinance, 1984 and having its registered office at Mohamadi House (c/o NDLC-IFIC Bank Bank Limited), 11 Chundrigar Road, Karachi, Pakistan (the "Company"), pursuant to the Articles of Association of the Company and resolution dated September 13, 2005 passed by the Board of Directors of the Company, have appointed Dr. Amjad Wahood, Chief Executive of the Company, to be the true and lawful attorney (the "Attorney") of the Company, in the name of the Company and on its behalf to do the following acts, deeds and things:

1. to appear before any authority to represent the Company, to appear in public meetings or elections or official assemblages and vote for and elect any person or persons and take part in deliberations in the name and on behalf of the Company;
2. to use, sign and attest the name and style of the Company in any transactions, deed, document of title on all such occasions as may be necessary or expedient for conducting the business of the Company or for the due and proper management of the lands and buildings leased or purchased or to be leased or purchased by the Company;
3. to transact, manage and carry on the business of the Company and do all matters and things requisite and necessary or in any manner connected with or having reference to the administration, control and operation of the business and affairs of the Company;
4. to manage the business affairs, investments, securities and property of the Company;
5. to engage, employ, retain, dismiss, terminate or disperse with the services of personnel, agents, contractors, legal and technical advisers and other professionals and to insure against liability to such personnel or persons acting under any statute or otherwise;
6. to take all such measures as may be necessary for ensuring the safety of the personnel of the Company, contractors and third parties;
7. to insure the moveable and immovable assets of the Company;
8. to appear and act in all courts, civil, revenue or criminal, whether original or appellate in the offices of the District Registrar and Sub-Registrar of Deeds and Assurances for registration of documents

Certified true copy
 Muhammad Murtaza Ali
 Company Secretary
 National Fullerton Asset Management Ltd

Certified true copy
 Muhammad Murtaza Ali
 Company Secretary
 National Fullerton Asset Management Ltd

643

Sub-Registrar

Registrar, Lahore

and in any other office of the Federal, Provincial and local Government, including without prejudice to the generality of the foregoing, any Union Council, District Council, Cantonment Board, Municipal Corporation or Notified Area and Co-operative Society, Development Authority, City District Government, Capital Development Authority, Islamabad, City Deputy Collector's Office, Securities and Exchange Commission of Pakistan, Controller of Capital Issues, State Bank of Pakistan, Collector of Customs, Excise & Taxation Offices and the Chief Controller of Imports and Exports in all matters concerning the business, affairs or property of the Company;

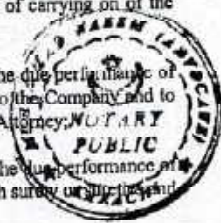
9. to present deeds and documents for registration, to execute and to admit execution thereof, to receive consideration and to do such further and other acts as may be necessary for the due and proper registration of any document for and on behalf of the Company;
10. to commence, institute, prosecute and defend any action or suit whether at law or in equity or other proceedings necessary to protect the Company's interests, business or property and to compromise, settle or enforce the same whether by arbitration or otherwise;
11. to compromise, compound or withdraw cases, to confess judgments and to refer cases to arbitration;
12. to sign and verify plaints, written statements, petitions of claims and objections memoranda of appeal and all kinds of applications and all other forms of pleadings in any such court or office;
13. to accept service of any summons, notice or writ issued by any court of jurisdiction to the Company or to us on behalf of the Company;
14. to apply to any court or officer for copies of records and documents or for certified copies of any decree, order or judgement and to obtain such copies;
15. to apply for inspection of and to inspect judicial records and the documents and records in any public office and to obtain copies of such documents and records;
16. to file and receive back documents, to deposit and withdraw money and to grant receipts therefor;
17. to obtain refund of stamp, refund of stamp duty or repayment of court fees;
18. to appoint and remunerate any barrister, solicitor, advocate, vakil, pleader, mukhtar, revenue agent or any legal practitioner or any accountants, valuers, surveyors and estate agents;
19. to make and sign applications to appropriate government departments, local authorities or other competent authority for all and any licences, permissions and consents required by any order, statutory instrument, regulation, byelaw or otherwise in connection with the business, management and affairs of the Company;
20. to execute all bonds, deeds and documents and give such security as may be required now or at any future time by the Government of Pakistan or by any person, corporate body, company or firm to enable the Company to carry on its business;
21. to apply or subscribe for, buy, sell, negotiate, transfer, endorse, receive or deliver Government Promissory Notes, Government Securities and such other documents and things of a like nature as may be necessary or proper for carrying on the business of the Company and to do all or any acts and things which may be necessary or expedient in connection therewith;
22. to ask, demand, use, recover and receive all rents, interest, debts, moneys, effects, produce, profits, securities, goods, deeds, documents of title, chattels and things which are or may hereafter be due or deliverable to the Company or relate to any of the properties belonging to the Company or on any account whatsoever (expressly including any sum or sums of money which now is or are or may at any time hereafter be payable for or on account of principal, interest or dividend by the Government of Pakistan or by any person, corporate body, company or firm, to the Company as the holder of any securities, debentures and shares or on account of any such securities, debentures and shares being cancelled or paid off or on any other account whatsoever) and to sign and give effectual receipts, acquittances and discharges for the same or any part or portion thereof;

Certified true copy
 Muhammad Murtaza Ali
 Company Secretary
 National Fullerton Asset Management Ltd.

Certified true copy
 Muhammad Murtaza Ali
 Company Secretary
 National Fullerton Asset Management Ltd.

643

23. to receive certificates of shares, stock, debentures, debentures stock and other securities of any company or other corporation to which the Company may now or hereafter be entitled and to receive money due in respect thereof whether by way of principal, interest, profit, dividend or otherwise and to sign and deliver receipts, acquittances and discharges for the moneys so received;
24. to attend, represent, vote or act for the Company at any meeting of members, shareholders, debenture holders, creditors or any class thereof of any company or other corporation in which the Company is interested and to appoint representative or proxies for attending, representing, voting or acting for the Company at all or any such meetings;
25. to make payment to any person, corporate body, company or firm for any service rendered to the Company and for such purposes of the Company as may be necessary for carrying on of the Company business and to sign and deliver receipts, charges, cheques and drafts on the bank and other accounts of the Company or on the customers of the Company and to endorse all bills and bills of exchange received by the Company which may be necessary or may be expedient in the judgement of the Attorney to be signed, endorsed or given for the purpose of carrying on of the Company's business;
26. to obtain securities from any person, corporate body, company or firm for the due performance of any contract in respect of rendering any service or supplying any material to the Company and to accept the same on such terms as may be deemed proper or expedient by the Attorney;
27. to arrange for and accept any surety or sureties guarantor or guarantors for the due performance of any contracts entered into by or on behalf of the Company and to release such surety or sureties and to discharge such guarantor or guarantors in due course;
28. to realize debts due to the Company and to receive any money due to the Company from any person, corporate body, company or firm and to grant receipts and discharges for the same;
29. to purchase, lease, hire or otherwise acquire computer hardware, software, machinery, equipment or fixtures of trade required for the purpose of the Company and its business and to execute such contracts and deeds as may be necessary in respect thereof;
30. to buy all such materials, articles or things as may be required by the Company and to enter into contracts with suppliers and to cancel, modify or vary the same;
31. to acquire office premises for the Company on rent from any person, corporate body, company or firm and execute all agreements, lease deeds and all other related documents in respect thereof;
32. to make payments of all dues and submit plans of buildings relating to the Company's properties or lands on the Company's behalf before any competent authority and to obtain receipts therefor;
33. to negotiate and to enter into and complete contracts with any person, corporate body, company or firm for the sale, lease or purchase of any lands and buildings and for the erection or construction of any buildings and structures and for the installations of any machinery, plant or fixtures on any lands and buildings so leased or purchased and to demolish, alter, repair, add to and improve any building or structure and to let, sub-let, surrender or give up any immovable property held by the Company;
34. to purchase, lease or otherwise acquire vehicles for the company and to sign and execute leases and all other related documents in respect thereof;
35. to prepare, adjust, settle or cause to be prepared adjusted or settled all matters of accounts whatsoever and examine the same and to settle, adjust, arrange, compromise or submit to arbitration any account, debts, disputes, claims, actions, or proceedings in which the Company may be involved;
36. to execute and sign all such deeds and documents as may be required or are proper for or in relation to all or any of the matters or purposes aforesaid;
37. to appoint substitute or substitutes and delegate to such substitute or substitutes all or any of the



Certified true copy
Muhammad Murtaza Ali
Company Secretary
National Fullerton Asset Management Ltd.

Certified true copy
Muhammad Murtaza Ali
Company Secretary
National Fullerton Asset Management Ltd.

Handwritten initials and a checkmark.

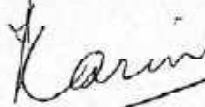
643

powers and authorities hereby conferred on the said Attorney except that the substitute or substitutes shall not have the power of substitution conferred on the said Attorney and to revoke such appointment as the said Attorney may think fit such substitutes being officers of the Company and any such substituted Attorney or Attorneys shall have power to act on behalf the Company as if such substitute or substitutes had been originally appointed in this deed;

38. generally to do all other acts and things incidental to the exercise of the aforesaid powers;
39. we hereby agree to ratify and confirm whatsoever the Attorney shall lawfully do or cause to be done pursuant to the powers hereby given.

Notwithstanding anything contained in this power of attorney; (i) the Attorney shall not be authorized to take any action or execute any document in respect of a resolution required to be passed at a meeting of the Board of Directors of the Company, unless the Board specifically authorizes the Attorney in that regard; (ii) the Attorney shall exercise the powers granted hereunder lawfully and legally; and (iii) the Board of Directors of the Company may revoke or alter these powers as and when the Board may deem fit.

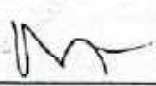
IN WITNESS WHEREOF, WE, the authorized Directors of National Fullerton Asset Management Limited have executed this General Power of Attorney and the Common Seal is hereunto affixed on this 4th day of October 2005, at Karachi.


Yasir Karim Shaikh
(Director)




Khawaja Iqbal Hassan
(Director)

WITNESSES:

1.  - (Nasim Hassan - 61101-3885758-3)

2. _____

Signed Before Me
NOTARY

ATTESTED

Muhammad Naem Advocate
06 OCT 2005
NOTARY PUBLIC
KARACHI.

Certified true copy

Muhammad Murtaza Ali
Company Secretary
National Fullerton Asset Management Ltd.

Certified true copy

Muhammad Murtaza Ali
Company Secretary
National Fullerton Asset Management Ltd.