

Jan 25, 2008

**FIRST DEED OF AMENDMENT OF TRUST DEED  
OF UNITED ISLAMIC INCOME FUND**

This First Deed of Amendment of Trust Deed is made at Karachi, on this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between:

- I. **UBL Fund Managers Limited**, an unlisted public limited Company incorporated under the Companies Ordinance, 1984 with its Registered Office at 8<sup>th</sup> Floor, State Life Building, I. I. Chundrigar Road, Karachi, *Corporate Office at 11<sup>th</sup> Floor Executive Tower, Dolmen City, Block 4, Clifton, Karachi and Operations Office at 5<sup>th</sup> Floor Office Tower Techno city, Hasrat Mohani Road, Karachi* (hereinafter called "UBL Funds" which expression, where the context so permits, shall include its successors in interest and assigns), of the **One Part**;

AND

- II. **Central Depository Company of Pakistan Limited**, a company incorporated under the Companies Ordinance 1984, and registered with the Securities & Exchange Commission of Pakistan (SECP) as a central depository company with its Registered Office at CDC House, 99-B, Block 'B', S.M.C.H.S., Main Shakra-e-Faisal, Karachi-74400, Pakistan (hereinafter called the "Trustee" which expression, where the context so permits, shall include its successors in interest and assigns), of the **Other Part**.

**Whereas:**

1. UBL Funds, as the management company and the Trustee as the trustee, executed a Trust Deed dated August 10, 2007, to constitute "United Islamic Income Fund" (defined as "UIIF", "the Scheme", "Trust", "Unit Trust" or "Fund" under the said Trust Deed), which Trust Deed was registered with the Sub-Registrar-I, Jamshed Town, Karachi, under Registered No.656 of Book No. IV dated 10-08-2007 and M. F. Roll No.U-65587/4501 dated 16-08-2007 of the Photo Registrar, Karachi.
2. UBL Funds and the Trustee have agreed to amend the Trust Deed as authorized under Clause 18.1 of the Trust Deed so as to make some amendments.
3. The Securities & Exchange Commission of Pakistan ("SECP") vide its letter No. \_\_\_\_\_ dated \_\_\_\_\_, 2008, appended hereto as Annexure "A" has approved the amendments to the Trust Deed.

Now this First Deed of Amendment of Trust Deed witnesseth as under:

(1) **Amendment of Clause 11.6 under the heading of Redemption of Units**

At the end of Clause 11.6.2 the following be and is hereby added:

"The Management Company may make arrangements to accept redemption requests through electronic, IVR (Interactive Voice Response) or other means subject to the satisfaction of the Trustee."

(2) **Amendment of Clause 12.3 under the heading Suspension of fresh issue of units**

The text of Sub Clause 12.3 of the Trust Deed shall be substituted with the following text:

"12.3 Suspension of fresh issue of Units

The Management Company may at any time subject to the Rules and NBFC & Notified Entities Regulations 2007 (Hereinafter called as "Regulations") respectively, if the circumstances similar to those mentioned in the preceding paragraphs of this Section exist, suspend the issue of fresh Units. Such suspension may however not affect existing subscribers to any plans that may be offered by the Management Company under different administrative arrangements, the issue of cash dividend or bonus units as a result of dividend distribution or the option to receive dividends in the form of additional Units. The Management Company shall announce the details of exemptions at the time a suspension of fresh issue is announced. The Management Company shall immediately notify the Commission and the Trustee if dealing in Units is suspended and shall also have the fact published, immediately following such decision, in any one of the newspapers in which the Funds prices are normally published".

(3) **Amendment of Clause 15 & Incorporation of new Clause 15.3 under title Distribution Policy, Determination of Distributable Income and Date of Distribution**

(i) Sub-Clause 15.1.11 be and hereby added as follows

The Management Company shall provide an option to its Unit Holders to opt for either bonus units only or cash dividend only at the time of purchase of units. In case the Investor does not exercise such option at the time of purchase, Management Company on its own discretion will decide whether to give bonus units or cash dividend to that particular Investor.

(ii) Sub-Clause 15.2.1 be and is hereby amended as follows

The amount available for distribution in respect of any Accounting Period shall be determined by the Management Company and shall be the sum total of:

- a) The total income earned on the Fund Property during such Accounting Period including all amounts received in respect of dividend, markup, profit, etc.;
- b) Net appreciation as set out in sub-clause 15.2.2 from which shall be deducted expenses as set out in sub-clause 15.2.3 and such other adjustments as the Management Company may determine in consultation with the Auditors, subject to the Rules and Regulations respectively and the provisions of the Income Tax Ordinance and the rules there under.

(iii) Clause 15.2.2 now and is hereby amended as follows:

All the receipts deemed by the Management Company to be in the nature of capital accruing from Investments shall not be regarded as available for distribution but shall be retained as part of the Fund Property, provided that such amounts out of the sale proceeds of the Investments and all other receipts as deemed by the Management Company to be in the nature of the net realized and unrealized appreciation may be distributable to the Unit Holders by the Trustee upon instructions of the Management Company and shall thereafter cease to form part of the Fund Property once transferred to the Distribution Account.

(iv) After the existing Clause 15.2, a new Clause 15.3, be and is hereby incorporated as follows:—

15.3 Those Unit Holders who opt for cash dividend option will not be entitled for bonus Units, but shall be paid cash dividend only

(4) **Amendment of Clause 25 under the heading "Units"**

(i) Clause 25.1 of the Trust Deed, be and is hereby amended as follows:

“Regardless of the Types and Classes of Units, all Units and fractions thereof represent an undivided share in the Fund and rank pari passu as to their rights in the Net Assets, earnings and the receipt of the dividends and distributions. Each Unit Holder has a beneficial interest in Scheme, proportionate to the Units held by such Unit Holder”.

(5) **Amendment of Clause 26 under the heading of “PURCHASE (OFFER) OF UNITS”**

At the end of Clause 26.3 of the Trust Deed, the following be and is hereby added:

For certain Administrative Plans or Investment allocations across funds, provisions for insurance coverage may also be provided.

(II) All other contents of the Trust Deed remain unchanged and the Trust Deed shall continue to remain in full force and effect, amended as above.

(III) UBL FUNDS, as the management company and the Trustee hereby certify that in their opinion, the above alterations to the Trust Deed are required to introduce a new Class of Units and to incorporate certain other formal amendments and that the above alterations do not alter the fundamental objects of the Unit Trust and that the same shall not prejudice the interests of the Holders or any of them or operate to release the Trustee or UBL FUNDS from any responsibility to the Holders.

IN WITNESS WHEREOF, this First Deed of Amendment of Trust Deed has been executed on the day and year first written above.

The Common Seal of UBL Fund Managers Limited has hereunto been fixed in the presence of:

Seal

(1) \_\_\_\_\_  
Director

(2) \_\_\_\_\_  
Director

The Common Seal of Central Depository Company of Pakistan Limited has hereunto been fixed in the presence of:

Seal

(1) \_\_\_\_\_  
Director

(2) \_\_\_\_\_  
Director

**Witnesses:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_