

LAKHYAR SHAIKH STAMP VENDOR

Since 11-11-2008, Vahiz

Plaza, Hudaib City, Karachi

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TO WITH ADDRESS MR.

IN WITH ADDRESS MR. U.B.L. Funds

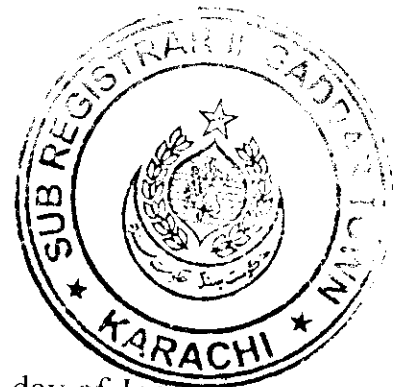
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VENDOR'S SIGNATURE

23 JAN 2013

No. 36
Sub-Registrar-II
Adar Town, Karachi

URGENT



THIRD SUPPLEMENTAL TRUST DEED
UBL GROWTH AND INCOME FUND

Valued at Rs. 5,000/-

The third Supplemental Trust Deed is made at Karachi, on this 31st day of January 2013, by and between:

- I. **UBL Fund Managers Limited**, an unlisted public limited company incorporated under the Companies Ordinance, 1984 having its Registered Office at 8th Floor, State Life Building No. 1, I.I. Chundrigar Road, Karachi, and Head Office at 4th Floor, STSM Building, Beaumont Road, Civil Lines, Karachi (hereinafter called the "**UBL Fund Managers**", 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 Shahra-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**.

[Handwritten signatures and initials]

WHEREAS:

1. UBL Fund Managers, as the management company and the Trustee as the trustee, executed a Deed dated December 05, 2005, to constitute "United Growth and Income Fund", now renamed "UBL Growth and Income Fund" ("UGIF", "the Scheme", "Trust", "Unit Trust" or "Fund" under the said Trust Deed), which Trust Deed was registered, under Registered No. 528, dated 05-12-2005 and M. F. Roll No. U-112627/3052, dated 17-12-2005.
2. UBL Fund Managers and the Trustee have agreed to further amend the Deed as authorized under Clause 16 of the Deed so as to make some amendments.
3. The Securities & Exchange Commission of Pakistan ("SECP") vide its letter No. [SCD/AMCW/UGIF/270/2012] dated [September 24, 2012], appended hereto as Annexure "A", has approved the amendments to the Deed.

Now this third Supplemental Trust Deed witnesseth as under:

Amendments to the Deed:

Under the Heading "Name of the Scheme"

Amendment of Name and Insertion of Category and Benchmark of the Scheme

The text of the name of the Scheme is amended, and now reads as under:

"NAME, CATEGORY AND BENCHMARK OF THE SCHEME"

Name: UBL Growth and Income Fund

Category: Aggressive Fixed Income Scheme

Benchmark: 6 Month Rolling Average of 6M KIBOR"

2. Under the Recitals

2.1 Amendment of existing recital B

Existing recital B is amended, and now reads as under:

"B. UBL Fund Managers has been authorized by the Securities and Exchange Commission of Pakistan ("Commission/SECP") vide its letter No. NBFC-II/JD(R)/UAMC-URIF/975 dated December 02, 2004 appended hereto as Schedule "B" to

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36
Sub-Registration
Adar Town, Karachi



constitute a trust under the name and title of "UBL Growth and Income Fund" as an open-ended scheme (hereinafter referred to as the "Unit Trust", "Trust", "UGIF" or "Scheme") and to register this Deed, pending authorization for the establishment and operation of the Scheme in accordance with the provisions of the Regulations and this Deed."

2.2 Insertion of new Recital F

A new recital F is to be inserted after Recital E and reads as under:

"F. SECP vide letter No. SCD/AMCW/UGIF/270/2012] dated [September 24, 2012] has approved the amendments to the Deed appended hereto as Annexure 'D'."

2.3 Insertion of new Recital G

A new recital G is to be inserted after Recital F and reads as under:

"G. SECP vide letter No. [SCD/AMCW/UGIF/270/2012] dated [September 24, 2012] has approved the amendments to the Deed appended hereto as Annexure 'E'."

Insertion of new Recital H

A new recital H is to be inserted after Recital G and reads as under:

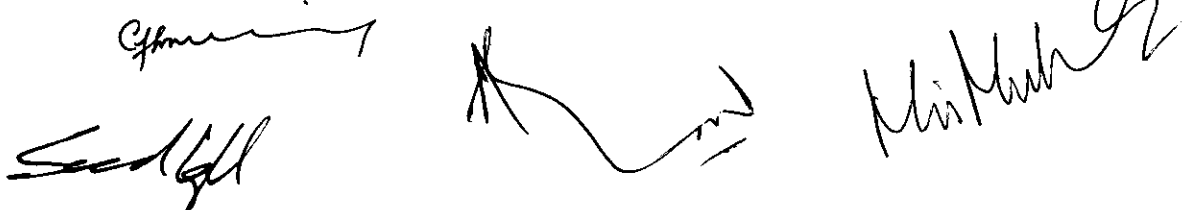
"H. SECP vide letter No. [SCD/AMCW/UGIF/270/2012] dated [September 24, 2012] has approved the amendments to the Deed appended hereto as Annexure 'F'."

3. Under the heading "Declaration of Trust"

The existing text under the said heading is amended, and now reads as under:

"DECLARATION OF TRUST"

It is hereby declared, that an Open End Scheme in the form of a trust in the name and title of UBL Growth and Income Fund is hereby created and UBL Fund Managers is hereby appointed to establish, manage, operate and administer the Trust and the Trustee is hereby nominated, constituted and appointed as the Trustee of the Trust. UBL Fund Managers and the Trustee hereby agree to such appointment and subject always to the Constitutive Document and the Rules and the Regulations further declare that:

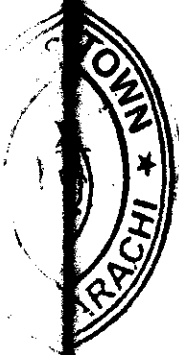


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- No. 36
- Subscribed & Registered at Karachi
- a. The terms and conditions of this Deed and any Supplemental Trust Deed hereto (with prior approval of SECP) shall be binding on each Unit Holder as if he has been a party to it and so to be bound by its provisions and each Unit Holder authorizes and requires the Trustee and UBL Fund Managers to do as required of them by the terms of this Deed;
- b. The Trustee shall hold and stand possessed of the Trust Property that may from time to time be vested in the Trustee upon trust for a single fund for the benefit of the Unit Holders ranking *pari passu* inter se according to the number of Units held by each Unit Holder;
- c. UBL Fund Managers shall establish, manage, operate and administer the Scheme in terms of the provisions contained and conditions stipulated in this Deed, the Rules, the Regulations and any conditions which may be imposed by the Commission from time to time;
- d. The Trust Property shall be invested/disinvested from time to time by the Trustee at the direction of the UBL Fund Managers in terms of the provisions contained and the conditions stipulated in this Deed, Rules, the Regulations and any conditions which may be imposed by the Commission from time to time;
- e. A Unit Holder shall not be liable to make any payment after he has paid the Purchase Price of his Unit(s) and that no further liability can be imposed on him in respect of Unit(s) which he holds except in the case of a Back-end Load where the same is applicable at the time of redemption;
- f. 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 Holders 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;
- g. The Trustee shall report to the Unit Holders in accordance with the Rules and the Regulations. In particular, the Trustee shall issue a report to be included in the annual report and second quarter report of the Scheme and therein state, whether in the Trustee's opinion, UBL Fund Managers has in all material respects managed the Scheme in accordance with the provisions of this Deed, the Rules and the Regulations and if UBL Fund Managers has not done so, the respect in which it has not done so and the steps that the Trustee has taken in respect thereof; and

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- h. Where this Deed has been altered or supplemented, UBL Fund Managers shall notify the Unit Holders immediately."

Under the heading "Definitions"

4.1 Insertion of new clause 1.1

A new clause 1.1 is inserted and reads as under:

"1.1 "Account Statement" means statement of transactions in the account of the Unit Holder, whether physical or electronic."

36
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4.2 Renumbering of existing clauses 1.1 to 1.3

With the insertion of new clause 1.1, the existing clauses 1.1 to 1.3 are hereby renumbered as 1.2 to 1.4, respectively.

4.3 Amendment of existing clause 1.1 (renumbered as 1.2)

The existing clause 1.1 (renumbered as 1.2) is hereby amended to read as under:

"1.2 "Accounting Date" means the thirtieth (30th) day of June in each year and any interim date at which the financial statement of the Trust are drawn up; provided, that UBL Fund Managers may, with the consent of the Trustee and after obtaining prior approval of the Commission, change such date to another date."

4.4 Amendment of existing clause 1.3 (renumbered as 1.4)

The existing clause 1.3 (renumbered as 1.4) is hereby amended to read as under:

"1.4 "Administrative Plan" means an investment plan offered by UBL Fund Managers, subject to prior approval of the SECP, that allows investors a focused investment strategy in any one or a combination of schemes managed by UBL Fund Managers and having a common trustee."

4.5 Deletion of existing clause 1.4

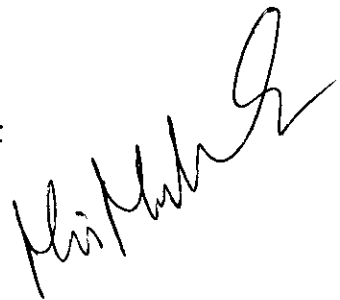
The existing clause 1.4, definition of the term "Audit Date", is hereby deleted.

4.6 Amendment of existing clause 1.5

The existing clause 1.5 is amended to now read as under:





"1.5 "Auditor" means a firm of chartered accountants that is appointed by UBL Fund Managers, with the consent of the Trustee, as the auditor for the Scheme, who shall be independent of the auditor of UBL Fund Managers and the auditor of the Trustee, as provided under the Rules and Regulations."

4.7 Insertion of new clause 1.6

A new clause 1.6 is inserted and reads as under:

"1.6 "Authorized Branches" means those branches of the Distribution Company authorized by UBL Fund Managers to perform Distribution Functions, or those of UBL Fund Managers, if it is performing the Distribution Functions itself."

4.8 Renumbering of existing clauses 1.6 to 1.8

With the insertion of new clause 1.6, the existing clauses 1.6 to 1.8 are hereby renumbered as 1.7 to 1.9, respectively.

4.9 Amendment of existing clause 1.6 (renumbered as 1.7)

The existing clause 1.6 (renumbered as 1.7) is amended to now read as under:

"1.7 "Authorized Investments" means short to long term, fixed, floating and hybrid rate instruments including the following:

- a. Government securities;
- b. Cash in bank accounts;
- c. Long, medium and short term bank deposits;
- d. Certificate of deposits (COD);
- e. Certificate of musharakas (COM);
- f. Term deposit receipts (TDR);
- g. Term finance certificates (TFCs);
- h. Certificate of investments (COI);
- i. Sukuk;

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- j. Reverse Repo purchase or sale of a security or purchase or sale of an option, derivative or futures contract, for ready settlement and reverse thereof (sale or purchase, as the case may be) for future settlement;
- k. Money Market placements;
- l. Margin Trading System or replacement, if any;
- m. Spread Transactions;
- n. Commercial Paper;
- o. Any other instrument that may be allowed by SECP from time to time and is as per such parameters as mentioned in the risk management policies of UBL Funds;

Provided, that Authorized Investments, as mentioned above, in overseas products outside Pakistan to the extent of 30% of the Net Asset Value subject to a cap of US \$15 million;



Provided further, that:

- a. at least ten per cent (10%) of the Net Assets shall be invested in cash and/or near cash instruments which include cash in bank accounts (excluding TDRs) and treasury bills (T-Bills) of a maturity period not exceeding ninety (90) days;
- b. both rated and unrated securities shall be eligible for investment and below investment grade rated securities shall also be eligible for investment;
- c. weighted average time to maturity of the Net Assets of the Scheme shall not exceed five (05) years, however, this condition shall not apply to securities issued by the Federal Government;
- d. there shall be no restriction regarding (i) the time to maturity of any single asset in the portfolio of the Scheme, and (ii) duration of a single security in the portfolio of the Scheme."

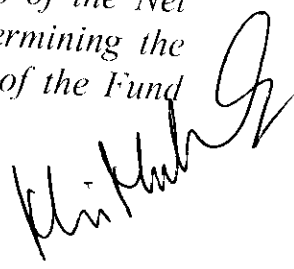
4.10 Amendment of existing clause 1.7 (renumbered as 1.8)

The existing clause 1.7 (renumbered as 1.8) is hereby amended to read as under:

"1.8 "Back-end Load" means the charge not exceeding 5% of the Net Asset Value deducted from the Net Asset Value in determining the Redemption Price. The Back-end Load shall form part of the Fund Property."





Amendment of existing clause 1.8 (renumbered as 1.9)

The existing clause 1.8 (renumbered as 1.9) is hereby amended to read as under:

"1.9 "Bank" means any scheduled bank, as defined under the State Bank of Pakistan Act, 1956 and licensed to carry on banking business and shall include a bank incorporated outside Pakistan and carrying on banking business in Pakistan as a scheduled bank."

4.12 Insertion of new clause 1.10

A new clause 1.10 is inserted and reads as under:

"1.10 "Bank Accounts" means those accounts opened and maintained for the Scheme by the Trustee at Banks, the beneficial ownership of which vests in the Unit Holders."

4.13 Insertion of new clause 1.11

A new clause 1.11 is inserted and reads as under:

"1.11 "Bonus Units" means the Units issued instead of cash dividend on distribution of the distributable income."

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4.14 Renumbering of existing clauses 1.9 to 1.11

With the insertion of new clauses 1.10 and 1.11, the existing clauses 1.9 to 1.11 are renumbered as 1.12 to 1.14, respectively.

4.15 Amendment of existing clause 1.10 (renumbered as 1.13)

The existing clause 1.10 (renumbered as 1.13) is amended to now read as under:

"1.13 "Business Day" means a day on which Banks are open for business in Pakistan."

4.16 Deletion of existing clause 1.12

The existing clause 1.12 is hereby deleted.

4.17 Deletion of existing clause 1.13

The existing clause 1.13 is hereby deleted.

4.18 Deletion of existing clause 1.14

The existing clause 1.14 is hereby deleted.


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1.19 Repositioning of existing clause 1.17 as clause 1.15

The existing clause 1.17 is hereby repositioned as clause 1.15 in proper alphabetic order and reads as under:

"1.15 *"Commission" or "SECP" means the Securities and Exchange Commission of Pakistan established under the Securities and Exchange Commission of Pakistan Act, 1997."*

1.20 Renumbering of existing clauses 1.15 and 1.16

With the deletion of existing clauses 1.12 to 1.14 and the insertion of new clause 1.15, the existing clauses 1.15 and 1.16 are hereby renumbered as 1.16 and 1.17, respectively.

1.21 Amendment of existing clause 1.15 (renumbered as 1.16)

The existing clause 1.15 (renumbered as 1.16) is amended to now read as under:

"1.16 *"Connected Person" shall have the same meaning as assigned thereto in the Rules."*

36

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of the Town, Karachi

1.22 Amendment of existing clause 1.16

The existing clause 1.16 (renumbered as 1.17) is amended to now read as under:

"1.17 *"Constitutive Documents" mean this Trust Deed which is the principal document governing the formation, management and operation of the Trust, Supplemental Trust Deed, Offering Document, Supplementary Offering Document and all other material agreements in relation to the Trust."*

1.23 Insertion of new clause 1.18

A new clause 1.18 is inserted and reads as under:

"1.18 *"Deed" means this Trust Deed and any Supplemental Trust Deed."*

1.24 Insertion of new clause 1.19

A new clause 1.19 is inserted and reads as under:

"1.19 *"Distribution Account" means the account (which may be a current, savings or deposit account) maintained by the Trustee with a Bank as directed by UBL Fund Managers in which the*

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amount required for distribution of income to the Unit Holders may be transferred. Interest, income or profit, if any, including that 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 Holders."

4.25 Renumbering of existing clauses 1.18 to 1.20

With the insertion of new clauses 1.18 and 1.19, the existing clauses 1.18 ³⁶ 1.20 are hereby renumbered as 1.20 to 1.22, respectively.

4.26 Amendment of existing clause 1.18 (renumbered as 1.20)

The existing clause 1.18 (renumbered as 1.20) is amended to now read as under:

"1.20 **"Distribution Company" or "Distributor(s)"** means a company or companies or a registered or unregistered partnership or United Bank Limited or any other financial institution appointed by UBL Fund Managers for performing the Distribution Functions and shall also include UBL Fund Managers, if it performs the Distribution Functions."

4.27 Amendment of existing clause 1.19 (renumbered as 1.21)

The existing clause 1.19 (renumbered as 1.21) is amended to now read as under:

"1.21 **"Distribution Functions"** means the functions with regard to:

- a. Receiving applications for purchase 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 Unit Holders including receiving redemption, transfer and pledge applications, conversion notices and applications for change of address or issue of duplicate Certificates for immediate transmission to UBL Fund Managers or the Transfer Agent as appropriate; and
- d. Accounting to UBL Fund Managers for all (i) monies received from the applicants for purchase of Units; (ii) payments made to the Unit Holders on redemption of Units; and (iii) expenses incurred in relation to the Distribution Functions."

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3 Amendment of existing clause 1.20 (renumbered as 1.22)

The existing clause 1.20 (renumbered as 1.22) is amended to now read as under:

"1.22 **"Duties and Charges"** means in relation to any particular transaction or dealing all stamp and other duties, taxes, Government charges, transfer fees, registration fee and other duties and charges in connection with the issue, sale, transfer, redemption or purchase of Units or in respect of the issue, sale, 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 Front-end Load or Back-end Load or 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."

4.20 Insertion of new clause 1.23

new clause 1.23 is inserted and reads as under:

1.23 **"Force Majeure"** means any occurrence or circumstance or element which delays or prevents performance of any of the terms and conditions of this Deed or any obligations of UBL Fund Managers or the Trustee and shall include but not be limited to any circumstance or element that cannot be reasonably controlled, predicted, avoided or overcome by any Party and which occurs after the execution of this Agreement and makes the performance of the Agreement in whole or in part impossible or impracticable or delays the performance, including but not limited to any situation where performance is impossible without unreasonable expenditure. Such circumstances include but are not limited to floods, fires, droughts, typhoons, earthquakes and other natural events and other unavoidable or unpredictable elements beyond reasonable control, such as war (declared or undeclared), insurrection, civil war, acts of terrorism, accidents, strikes, riots, turmoil, civil commotion, any act or omission of a governmental authority, failure of communication system, hacking of computer system and transmissions by unscrupulous persons, closure of stock exchanges, banks or financial institutions, freezing of economic activities and other macro-economic factors, etc."

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Renumbering of existing clauses 1.21 to 1.23

With the insertion of new clause 1.23, the existing clauses 1.21 to 1.23 are hereby renumbered as 1.24 to 1.26, respectively.

31 Amendment of existing clause 1.21 (renumbered as 1.24)

The existing clause 1.21 (renumbered as 1.24) is amended to now read as under:

"1.24 *"Formation Cost" means the cost referred to in clause 13.3 below."*

32 Amendment of existing clause 1.22 (renumbered as 1.25)

The existing clause 1.22 (renumbered as 1.25) is amended to now read as under:

"1.25 *"Front-end Load" means the sales and processing charges or commission (excluding duties and charges) not exceeding five per cent (5%) of Net Asset Value that is included in the Offer Price of Units."*

33 Insertion of new clause 1.27

A new clause 1.27 is inserted and reads as under:

"1.27 *"Growth Units" shall have the meaning as defined in clause 29.1 below."*

434 Renumbering and amendment of existing clause 1.24

With the insertion of new clause 1.27, the existing clause 1.24 is hereby renumbered as 1.28 and is amended to now read as under:

"1.28 *"Holder(s)" or "Unit Holder(s)" means the investor for the time being entered in the Register as owner of a Unit or a fraction thereof, including investors jointly so registered pursuant to the provisions of this Deed."*

435 Insertion of new clause 1.29

A new clause 1.29 is inserted and reads as under:

"1.29 *"Income Units" shall have the meaning as defined in clause 29.1 below."*

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4.36 Renumbering of existing clauses 1.25 and 1.26

With the insertion of new clause 1.29, the existing clauses 1.25 and 1.26 are hereby renumbered as 1.30 and 1.31, respectively.

4.37 Amendment of existing clause 1.25 (renumbered as 1.30)

The existing clause 1.25 (renumbered as 1.30) is amended to now read as under:

"1.30 ***"Initial Period", "Initial Offering Period" or "Initial Public Offer"** means a period determined by UBL Fund Managers not exceeding seven calendar days during which Restricted Units shall be offered at the Initial Price."*

4.38 Amendment of existing clause 1.26 (renumbered as 1.31)

The existing clause 1.26 (renumbered as 1.31) is amended to now read as under:

"1.31 ***"Initial Price"** means the Offer Price in respect of Restricted Units that is equal to the sum of the Par Value and any applicable Duties and Charges as determined by UBL Fund Managers."*

Insertion of new clause 1.32

A new clause 1.32 is inserted and reads as under:

"1.32 ***"Investment"** means any Authorized Investment forming part of the Trust Property."*

No. 36

Sub-Registrar-II

Islamabad, Karachi

4.40 Insertion of new clause 1.33

A new clause 1.33 is inserted and reads as under:

"1.33 ***"Margin Trading System" or "MTS"** is a form of system whereby authorized intermediaries provide a system to MT participants for Margin Trading based on specific ready market purchases of MT Eligible securities in an undisclosed manner through MTS portal."*

Renumbering of existing clauses 1.27 to 1.35

With the insertion of new clauses 1.32 and 1.33, the existing clauses 1.27 to 1.35 are hereby renumbered as 1.34 to 1.42, respectively.

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4.42 Amendment of existing clause 1.28 (renumbered as 1.35)

The existing clause 1.28 (renumbered as 1.34) is amended to now read as under:

"1.35 **"Net Assets Value"** or **"NAV"** means per Unit value of the Trust arrived at by dividing the Net Assets by the number of Units outstanding."

4.43 Amendment of existing clause 1.30 (renumbered as 1.37)

The existing clause 1.30 (renumbered as 1.36) is amended to now read as under:

"1.37 **"Offer Price"** or **"Purchase Price"** means the sum to be paid by the investor for the purchase of one Unit, such amount to be determined pursuant to clause 8.2 of this Deed and to be stated in the Offering Document."

4.44 Amendment of existing clause 1.31 (renumbered as 1.38)

No. 36

Sub-Registrar
Addar Town, Karachi

"1.38 **"Offering Document"** means the prospectus, advertisements or other document (approved by the Commission) which contains the investment and distribution policy and all other information in respect of the Scheme, as required by the Rules and the Regulations and is circulated to invite offers by the public to invest in the Scheme, and includes any Supplementary Offering Document."

4.45 Amendment of existing clause 1.32 (renumbered as 1.39)




"1.39 **"Ordinance"** means the Companies Ordinance, 1984, as amended or substituted from time to time."

4.46 Amendment of existing clause 1.34 (renumbered as 1.41)

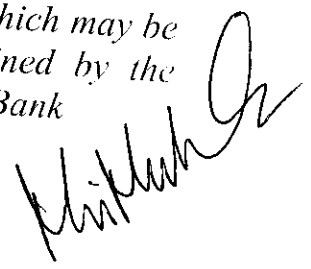
"1.41 **"Par Value"** means the face value of a Unit that shall be Rs. 100 /= (Rupees One Hundred Only) or such other amount as may be determined by UBL Fund Managers in consultation with the Trustee till the time of circulation of the Offering Document to invite offers by the public to invest in the Scheme."

4.47 Amendment of existing clause 1.36 (renumbered as 1.42)

"1.42 **"Redemption Account(s)"** means the account(s) (which may be current, saving(s) or deposit account(s)) maintained by the Trustee with United Bank Limited and/or any other Bank





having an investment grade rating and approved by UBL Fund Managers in which the amount required for redemption of Units to the Holders may be transferred."

8 Insertion of new clause 1.43

A new clause 1.43 is inserted and reads as under:

"1.43 *"Redemption of Units Form" means the instrument prescribed for redemption of Units, which is annexed to the Offering Document."*

No. 36

49 Repositioning of existing clause 1.38 as clause 1.44

Sub-Registrar-II
Addar Town, Karachi

The existing clause 1.38 is hereby repositioned in proper alphabetic order as clause 1.44 and reads as under:

"1.44 *"Redemption Price" or "Repurchase Price" means the amount to be paid to the relevant Unit Holder of a Unit upon redemption of that Unit, such amount to be determined pursuant to Clause 11.1 of the Deed and to be stated in the Offering document."*

50 Repositioning of existing clause 1.39 as clause 1.45

The existing clause 1.39 is hereby repositioned in proper alphabetic order as clause 1.45 and reads as under:

"1.45 *"Register" means the Register of the Unit Holders kept pursuant to the Rules, the Regulations and this Deed."*

4.51 Repositioning of existing clause 1.40 as clause 1.46

The existing clause 1.40 is hereby repositioned in proper alphabetic order as clause 1.46 and reads as under:

"1.46 *"Registrar Functions" means the functions with regard to:*

- a. *Maintaining the Register;*
- b. *Issuing and maintaining account statements of the Unit Holders;*
- c. *Issuing Certificates;*
- d. *Canceling old Certificates on redemption or replacement thereof;*

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- e. Processing of applications for issue, redemption, conversion, transfer and transmission of Units, record of pledges and liens and record of changes in the data with regard to the Unit Holders;
- f. Issuing and dispatching of Certificates;
- g. Issuing and dispatching cheques or pay orders in respect of residual amount left after allocation and issue of Units."

4.52 Insertion of new clause 1.47

A new clause 1.47 is inserted and reads as under:

"1.47 **"Regulations"** means the Non-Banking Finance Companies and Notified Entities Regulations, 2008, as amended or substituted from time to time."

36
Sub-Registrar II
Maddar Town, Karachi

4.53 Renumbering of clauses 1.36 and 1.37

With the insertion of new clauses 1.43 to 1.47, the existing clauses 1.36 and 1.37 are hereby renumbered as 1.48 and 1.49, respectively.

4.54 Amendment of existing clause 1.36 (renumbered as 1.48)

The existing clause 1.36 (renumbered as 1.48) is amended to now read as under:

"1.48 **"Relevant Date"** means the date on which UBL Fund Managers decides to distribute the Units in terms of this Deed."

4.55 Amendment of existing clause 1.37 (renumbered as 1.49)

The existing clause 1.37 (renumbered as 1.49) is amended to now read as under:

"1.49 **"Relevant Period"** means the period in respect of which distribution of Bonus Units or payment of cash dividend, as the case may be, is proposed to be made by UBL Fund Managers under this Deed."

4.56 Renumbering of existing clause 1.41

The existing clause 1.41 is hereby renumbered as clause 1.50.

4.57 Insertion of new clause 1.51

A new clause 1.51 is inserted and reads as under:

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"1.51 *"Restricted Units" shall have the same meaning as in clause 29.1."*

4.58 Renumbering of existing clauses 1.42 and 1.43

With the insertion of new clause 1.51, the existing clauses 1.42 and 1.43 are hereby renumbered as clauses 1.52 and 1.53, respectively.

4.59 Amendment of existing clause 1.43 (renumbered as 1.53)

The existing clause 1.43 (renumbered as 1.53) is amended to now read as under:

"1.53 *"Rules" means the Non-Banking Finance Companies (Establishment and Regulations) Rules, 2003, as amended or substituted from time to time."*

4.60 Deletion of existing clause 1.44

The existing clause 1.44, definition of the term "Sales Load", is hereby deleted.

4.61 Deletion of existing clause 1.45

The existing clause 1.45, definition of the term "Scheme", is hereby deleted.

4.62 Renumbering of existing clauses 1.46 to 1.48

With the deletion of existing clauses 1.44 and 1.45, the existing clauses 1.46 to 1.48 are hereby renumbered as clauses 1.54 to 1.56, respectively.

4.63 Amendment of existing clause 1.47 (renumbered as 1.55)

The existing clause 1.47 (renumbered as 1.55) is amended to now read as under:

"1.55 *"Sub-Custodian" means a Bank, a central depository company, a financial or any other institution for the time being appointed by the Trustee in consultation with UBL Fund Managers, to hold and protect the assets of the Trust or any part thereof, as custodian on behalf of the Trustee and shall also include the Trustee itself, if it provides custodial services for the Trust."*

4.64 Insertion of new clause 1.57

A new clause 1.57 is inserted and reads as under:

"1.57 *"Supplemental Trust Deed" means a deed supplemental to this Deed, executed by UBL Fund Managers and the Trustee, after*

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36
Sub-Registrar
Adda Town, Karachi

seeking approval of the SECP, to modify, add to, alter and amend or amend and restate the provisions of this Deed or any other Supplemental Trust Deed in such manner and to such extent as may be considered expedient for all purposes, which shall be consolidated, read and construed together with this Deed."

4.65 Insertion of new clause 1.58

A new clause 1.58 is inserted and reads as under:

"1.58 **"Supplementary Offering Document"** means a document issued to modify, add to, alter and amend or amend and restate the Offering Document, by UBL Fund Managers, with the consent of the Trustee, after seeking approval of the SECP, by describing the special features of an Administrative Plan offering investment in the Scheme or a combination of the Unit Trust and other Schemes managed by UBL Fund Managers, or by making any other amendments to the Offering Documents in such manner and to such extent as considered expedient for all purposes, which shall be consolidated, read and construed together with the Offering Document."

Insertion of new clause 1.59

A new clause 1.59 is inserted and reads as under:

"1.59 **"Transaction Cost(s)"** means the costs incurred or estimated by UBL Fund Managers to cover the costs (such as, but not restricted to, Duties and Charges, brokerage, Trustee charges, taxes or levies on transactions, etc.) related to the investing or disinvesting activity of the Fund's portfolio, necessitated by creation or cancellation of Units. Such costs may be added to the Net Asset Value for determining the Offer Price of Units or be deducted from Net Asset Value in determining the Redemption Price. Such Transaction Costs shall remain part of the Trust Property."

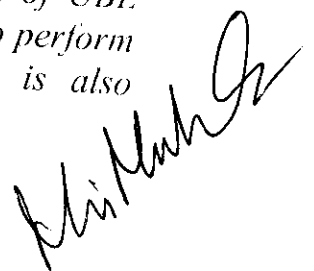
67 Amendment and renumbering of existing clause 1.49

With the insertion of clause 1.59, the existing clause 1.49 is hereby renumbered as 1.60 and is amended to now read as under:

"1.60 **"Transfer Agent" or "Registrar"** means a partnership, firm, company, Bank or the in-house registrar department of UBL Fund Managers, appointed by UBL Fund Managers to perform the Registrar Functions. The term of "Registrar" is also covered within the definition of a Transfer Agent."


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No. 36
Sub-Registrar
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4.68 Insertion of new clause 1.61

A new clause 1.61 is inserted and reads as under:

"1.61 *"Transfer Form" means the instrument prescribed for transfer of Units, which is annexed to the Offering Document."*

4.69 Repositioning and amendment of existing clause 1.51

The existing clause 1.51 is repositioned in proper alphabetic order as clause 1.62 and is amended to now read as under:

"1.62 *"Trust", "UGIF", "Unit Trust", "Fund" or "Scheme" means the Unit Trust constituted by this Deed for continuous offers for sale of Units."*

4.70 Amendment and renumbering of existing clause 1.50

The existing clause 1.50 is hereby renumbered as 1.63 and is amended to now read as under:

"1.63 *"Trust Property" shall consist of:*

- i. *The aggregate proceeds of the sale of all Units at Offer Price and any Transaction Costs recovered in the Offer Price after deducting the sum of (a) Duties and Charges, and (b) applicable Front-end Load; and adding thereto any Back-end Load;*
- ii. *All Authorized Investments made by the Trustee on the instruction of Management Company in terms of this Deed and all income, profit (including accrued profits) and other benefits arising therefrom and all cash and other assets movable or immovable and property of every description (including present and future actionable claims) for the time being held or deemed to be held upon trust by the Trustee for the benefit of the Unit Holders pursuant to this Deed; and*
- iii. *Income, profit, interest, etc. earned on the amount credited to the Distribution Account, including profits accruing therein, until, from time to time, such amounts (or part thereof) are actually paid to the Unit Holders upon receipt of a request by such Unit Holders to redeem their Units in accordance with the provisions of this Deed."*

No. 36
Sub-Registrar-II
Addar Town, Katat

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4.71 Deletion of existing clause 1.52

The existing clause 1.52, definition of the term "Trustee", is hereby deleted.

4.72 Deletion of existing clause 1.53

The existing clause 1.53, definition of the term "The UBL Funds", is hereby deleted.

4.73 Amendment and renumbering of existing clause 1.54

With the deletion of clauses 1.52 and 1.53, the existing clause 1.54 is renumbered as 1.64 and is amended to now read as under:

"1.64 *"Unit" means one undivided share in the Scheme and where the context so indicates a fraction thereof."*

4.74 Insertion of paragraph at the end of the Definitions section

A paragraph is inserted at the end of the Definitions section and reads as under:

"Words and expressions used but not defined herein shall have the meaning assigned to them in the Rules and the Regulations."

Under the heading "Governing Law and Unit Trust"

Amendment of Clause 2.1

The text of the said clause is amended, and now reads as under:

"This Deed shall be subject to and be governed by the laws of Pakistan, including the Ordinance, the Rules, the Regulations and all other 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 of a unit trust by the Rules, the Regulations and circulars, directives and guidelines of the Commission are incorporated in this Deed as part and parcel thereof and in the event of any conflict between this Deed and the provisions required to be contained in a trust deed by the Rules, the Regulations and circulars, directives and guidelines of the Commission, the latter shall supersede and prevail over the provisions contained in this Deed."

Deletion of clauses 2.2 to 2.6

The said clauses are hereby deleted.

Under the heading "Role, Duties and Powers of the UBL Fund Managers"

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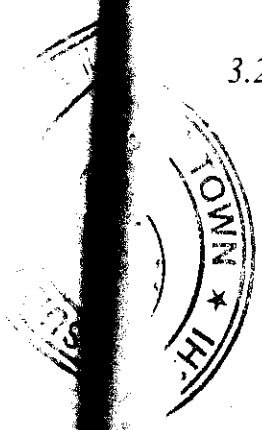
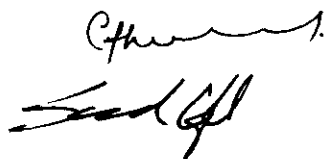
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Sub-Registration
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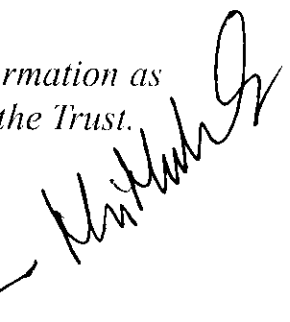
The text under the said heading is amended, and now reads as under:

36
Sub-Register
Addar Town, K-8-11

"3. Obligations and Powers of UBL Fund Managers

- 3.1 UBL Fund Managers shall comply with the provisions of the Rules, the Regulations and the Constitutive Documents 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 UBL Fund Managers by a designated officer of UBL Fund Managers or by any nominee or agent appointed by UBL Fund Managers and any act or matter so performed shall be deemed for all the purposes of this Deed to be the act of UBL Fund Managers. UBL Fund Managers shall be responsible for the acts and omissions of all persons to whom it may delegate any of its functions as manager, including the Registrar Function(s) and Distribution Function(s), as if these were its own acts and omissions and shall account to the Trustee for any loss in value of the Fund Property where such loss has been caused by its negligence, reckless or willful act and/or omission or by that of any of its directors, officers, nominees, delegates or agents.
- 3.2 UBL Fund Managers shall manage the Fund Property in the interest of the Unit Holders in good faith and to the best of its ability and without gaining any undue advantage for itself or any of its related parties including Connected Person and group companies or its officers, and subject to the restrictions and limitations as provided in the Rules and the Regulations. 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 UBL Fund Managers in this respect, unless such instructions are in conflict with the provisions of the Constitutive Documents or the Rules or the Regulations.
- 3.3 UBL Fund Managers shall manage the Scheme according to the Constitutive Documents, the Rules, the Regulations and circulars or directives issued by the Commission.
- 3.4 UBL Fund Managers shall establish and maintain sufficient risk management systems and controls to enable it to identify, assess, mitigate, control and monitor risks in the best interest of Unit Holders of the Scheme.
- 3.5 UBL Fund Managers shall maintain a Register and inform the Trustee and SECP of the address where the Register is kept. UBL Fund Managers may appoint a Transfer Agent, in its discretion, to maintain the Register and may also remove or replace the said Transfer Agent in its discretion under intimation to the Trustee.
- 3.6 UBL Fund Managers shall provide to the Trustee such information as the Trustee may require in respect of any matter relating to the Trust.

3.7 UBL Fund Managers has the primary responsibility for all record keeping, regular determination and announcement of Unit prices and for producing financial reports for the Scheme from time to time as provided in the Rules, the Regulations and this Deed.

3.8 UBL Fund Managers shall maintain at its registered office, proper accounts and records of the Scheme to enable a complete and accurate view to be formed of:

- (i) the assets and liabilities of the Trust;
- (ii) the income and expenditure of the Trust;
- (iii) all transactions for the account of the Trust;
- (iv) the amounts received by the Trust in respect of issue of Units;
- (v) pay out by the Trust on redemption of Units and by way of distributions; and
- (vi) amounts paid out at the termination of the Scheme.

No. 36
Sub-Registered
Addar Town, F-7/7

UBL Fund Managers shall maintain the books of accounts and other records of the Scheme for a period of not less than ten years and not move such records or documents to a place outside Pakistan without the prior written permission of SECP and the Trustee.

UBL Fund Managers may from time to time appoint, remove or replace one or more Distributors for carrying out the Distribution Function(s) at one or more locations on the terms and conditions to be incorporated in the distribution agreement(s) to be entered into between the Distributor and UBL Fund Managers. Further, in respect of any matter connected with such Distributor or Distribution Function, UBL Fund Managers may take such action and execute such deeds as it may deem fit from time to time. The Distributor(s) may in addition to the performance of the Distribution Functions receive applications for issue and redemption of investments in the Scheme and Administrative Plans under this Scheme offered by UBL Fund Managers. When appointing a Distributor, UBL Fund Managers shall ensure that (i) the said Distributor has acquired registration with the Mutual Funds Association of Pakistan as a registered service provider, is maintaining the registration on an annual basis and is abiding by the relevant code of conduct prescribed by the Mutual Funds Association of Pakistan, and (ii) the written contract with the Distributor clearly states the terms and conditions for avoidance of fraud and sales based upon misleading information.

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3.11 UBL Fund Managers shall develop criteria for appointing a diverse panel of brokers and monitoring compliance thereof to avoid undue concentration of business with any single broker.

3.12 UBL Fund Managers shall appoint with the consent of the Trustee, at the establishment of the Scheme and upon any vacancy, an auditor who shall be a chartered accountant and independent of the auditor of UBL Fund managers and Trustee and such auditor shall not be appointed for more than five (05) consecutive years and contents of the auditor's report shall be in accordance with Schedule V to the Regulations.

3.13 UBL Fund Managers 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 UBL Fund Managers any such amounts or warrants that are received on such accounts from time to time.


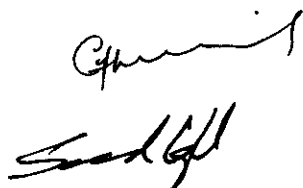
3.14 UBL Fund Managers shall obtain a rating of the Scheme once the Scheme becomes eligible for rating, as per the rating criteria of a rating agency selected by UBL Fund Managers and approved by the SECP, and such rating shall be updated at least once every Financial Year and also published in the annual and quarterly reports of the Scheme.

3.15 UBL Fund Managers may offer different Administrative Plans governed by Supplementary Offering Document(s) to investors and may market the Scheme or Administrative Plans subject to the approval of the SECP.

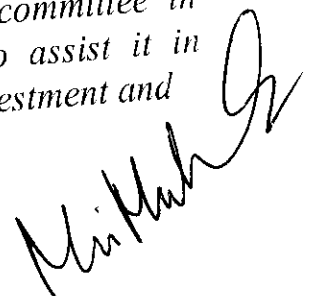
3.16 UBL Fund Managers shall determine from time to time and specify in the Offering Document the various classes of Units to be issued pursuant to this Deed and the rights and conditions attached to each class, including the Front-end and Back-end Load to be charged to each class as well as the dividends payable in respect to each class and the form and timing thereof, and intimate the same to the Trustee.

3.17 UBL Fund Managers shall appoint or designate a qualified individual as fund manager for management of the Scheme, who shall be responsible for the management of not more than three collective investment schemes at a time, or such lesser number as may be specified by the SECP.

3.18 UBL Fund Managers shall constitute an investment committee in accordance with the provisions of the Regulations to assist it in investing and managing the assets of the Scheme. All investment and





disinvestment decisions shall be made through the investment committee within the framework of the Regulations and the Constitutive Documents.

3.19 UBL Fund Managers shall, within four months of closing of the Accounting Period of the Scheme, transmit to the Unit Holders, the Trustee, the Commission and the Stock Exchanges, on which the Units of the Scheme are listed, the annual report as per the requirements set out in the Regulations, including:


- (i) copy of the balance sheet and income statement;
- (ii) cash flow statement;
- (iii) statement of movement in the Unit Holders' fund, Net Assets or reserves; and
- (iv) the Auditor's report of the Scheme.

No. 36
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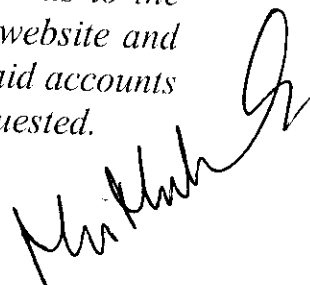
3.20 UBL Fund Managers shall, within one month of the close of first and third quarters and within two months of the close of second quarter of the year of account of the Scheme, prepare and transmit to the Unit Holders, the Trustee, the Commission and Stock Exchanges, on which the Units of the Scheme are listed:

- (i) balance sheet as at the end of that quarter;
- (ii) income statement;
- (iii) cash flow statement;
- (iv) statement of movement in the Unit Holders' fund, Net Assets or reserves; and
- (v) statement showing the securities owned at the beginning of the relevant period, securities purchased or sold during such period, and the securities held at the end of such period together with the value (at carrying and at market) and the percentage in relation to its own Net Assets and the issued capital of person whose securities are owned for that quarter, whether audited or otherwise:

Provided, that the Commission, subject to any conditions, may allow UBL Fund Managers to transmit the said quarterly accounts to the Unit Holders by placing them on UBL Fund Managers' website and UBL Fund Managers shall make the printed copy of the said accounts available to any Unit Holder, free of cost, as and when requested.


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3.21 UBL Fund Managers shall be obliged to process payment instrument immediately on receipt of application.

3.22 UBL Fund Managers shall ensure that no entry and exit to the Scheme (including redemption and reissuance of Units to the same Unit Holders on different NAV) shall be allowed other than cash settled transactions based on the formal issuance and redemption request, unless permitted otherwise under the Regulations.

3.23 UBL Fund Managers shall announce the Net Asset Value (NAV) of the Scheme as per the Regulations or direction of the SECP in the manner directed by the Commission from time to time.

3.24 UBL Fund Managers shall ensure that all the designated points for acceptance of applications for issuance, redemption, conversion, etc. of Units of the Scheme have appropriate date and time stamping mechanism for timely acknowledgement of the said applications.

3.25 UBL Fund Managers shall not net off transactions (adjust assets of the Scheme against the investment of Unit Holders).

3.26 UBL Fund Managers shall specify the cut off timings for receipt of issuance and redemption requests in the Offering Document.

3.27 UBL Fund Managers shall not:

(a) acquire the management of a collective investment scheme, unless it has obtained the prior written approval of the Commission;

(b) pledge any of the securities held or beneficially owned by the Scheme except as allowed under the Regulations;

(c) accept deposits from a Collective Investment Scheme;

(d) make a loan or advance money to any person from the assets of the Scheme;

(e) participate in a joint account with others in any transaction on behalf of the Scheme, except for the collection account of the collective investment schemes managed by it;

(f) apply any part of the assets of the Scheme to real estate;

(g) make any investment from the Scheme which will vest with UBL Fund Managers or its group, the management or control of the affairs of the investee company;

No. 36
Sub-Registration
Addar Room, Karmali

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- (h) enter, on behalf of the Scheme, into transactions with any Broker that exceed fifteen per cent (15%) of the commission payable by the Scheme in any one accounting year; provided, that this restriction shall not apply to transactions relating to money market instruments or debt securities;
- (i) undertake brokerage services on Stock Exchanges or in the money market;
- (j) enter, on behalf of the Scheme, into underwriting or sub-underwriting contracts;
- (k) on behalf of the Scheme, subscribe to an issue underwritten, co-underwritten or sub-underwritten by group companies of UBL Fund Managers;
- (l) maintain its own equity portfolio except for investments made by UBL Fund Managers into the collective investment schemes or pension funds managed by it or its subsidiary NBFCs' as allowed under the Rules; and
- (m) buy more than twenty five per cent (25%) of the outstanding shares or certificates of a Closed-end Scheme managed by it."

Under new heading "Investment Objective and Policy of the Scheme"

1. Insertion of new clauses 4.1 and 4.2

New clauses are inserted under the above heading and read as under:

"4. INVESTMENT OBJECTIVE AND POLICY OF THE SCHEME

4.1 Investment Objective

The objective of the Scheme is to seek to generate returns keeping a balance of income and growth while preserving the capital over the long term by investing primarily in medium to long term fixed income instruments. The Scheme may keep exposure in short-term instruments for the purpose of maintaining liquidity.

4.2 Investment Policy

4.2.1 Long Term Portfolio

The long term investment portfolio of UGIF would predominantly comprise of medium to long term debt instruments.

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No. 36
Sub-Registered
Madar Town, Rawalpindi

4.2.2 Short Term Portfolio

To ensure liquidity and effectively manage the interest rate risk, certain portion of the Trust Property would at all times be invested in short term securities."

8. Under new heading "Investment of the Trust Property"

8.1 Insertion of new clause 5

No. 36
Sub-Registered
Addar Town, Karachi

A new clause 5 is inserted under the above heading, and reads as under:

"5. INVESTMENT OF THE TRUST PROPERTY

5.1 After the Initial Period, all cash, except in so far as such cash may in the opinion of UBL Fund Managers be required for liquidity or other purposes, shall be invested by the Trustee from time to time on such Authorized Investment as may (subject always to the provisions of this Deed, Rules and the Regulations) be directed by UBL Fund Managers.

5.2 Any Investment may at any time be realized at the discretion of UBL Fund Managers either in order to invest the proceeds of sale in other Authorized Investments or to provide cash required for the purpose of any provision of this 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 Authorized 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 UBL Fund Managers and the Trustee may determine to be in the interest of the Unit Holders. It is clarified that the proceeds of any Investment realized as aforesaid shall be kept by the Trustee in the Bank Account of the Scheme.

5.3 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 may be withheld reasonably, if in the bona fide opinion of the Trustee, such transactions involve unprecedented risk or exposure for the Trust) and, to the extent permitted by the Rules and the Regulations."

Under the heading "Investment and Borrowing Restrictions"

Amendment and renumbering of existing clause 4



No. 36
Sub-Registration
Date: 11/11/2011

The existing clause 4 is renumbered as clause 6 and is amended to now read as under:

"6. INVESTMENT AND BORROWING RESTRICTIONS

6.1 Investment Restrictions

6.1.1 *The Trust Property shall be subject to such restrictions and exposure limits as are provided in the Rules and the Regulations; provided, that where the exposure of the Scheme exceeds the limits specified in the Regulations because of corporate actions including taking up rights or bonus issue or due to market price increase or decrease in Net Assets, the excess exposure shall be regularized within three (03) months of the breach of limits unless the said period of three (03) months is extended by the Commission on an application by UBL Fund Managers.*

6.1.2 *The Scheme shall not invest more than twenty five per cent (25%) of its total Net Assets in securities of any one sector as per classification of the Stock Exchange(s).*

6.1.3 *If and so long as the value of the holding in a particular company or sector shall exceed the limits imposed by the Rules and the Regulations, UBL Fund Managers shall not purchase any further Investments in such company or sector.*

6.1.4 *The Scheme shall not invest in any security of a company if any director or officer of UBL Fund Managers individually owns more than five per cent of the total nominal amount of the securities issued by that company or collectively the directors and officers of UBL Fund Managers own more than ten per cent of those securities.*

6.1.5 *The Scheme shall not at any time:*

6.1.5.1 *Purchase or sell:*

- *Bearer securities;*
- *Securities on margin;*
- *Commodities or commodity contracts;*
- *Real estate;*
- *Securities, which result in assumption of unlimited liability (actual or contingent);*
- *Anything other than Authorized Investments as defined herein.*

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6.1.5.2 Participate in a joint account with others in any transaction; except a collection account of the Scheme as authorized by the Regulations;

6.1.5.3 Make short sale of any security or maintain a short position in securities.

6.1.6 Exposure of the Scheme to any company shall not, at any time, exceed an amount equal to ten per cent of the total Net Assets of the Scheme or ten percent of the issued capital of that company or such limits as prescribed by the Regulations.

6.1.7 UBL Fund Managers shall not acquire twenty five percent (25%) or more of the voting rights or control of a company on behalf of the Scheme.

6.1.8 If Fund Managers is authorized by the Commission to invest overseas on behalf of the Scheme, the same shall be disclosed in the Constitutive Documents and UBL Fund Managers shall comply with such conditions as specified by the Commission.

6.1.9 UBL Fund Managers, on behalf of the Scheme, shall not:

- (a) take exposure of more than (i) thirty five per cent (35%) of the Net Assets of the Scheme in any single group, and (ii) ten per cent (10%) of the Net Assets of the Scheme in listed group companies of UBL Fund Managers and such exposure shall only be made through the secondary market;
- (b) purchase any security in a forward contract;
- (c) invest in securities of UBL Fund Managers;
- (d) issue a senior security which is either stock or represents indebtedness, without the prior written approval of the Commission;
- (e) apply for de-listing from Stock Exchange, unless it has obtained prior written approval of the Commission;
- (f) subject to the Regulations, lend, assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person;

No. 36
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- (g) in any form borrow, except with the approval of the Trustee, for meeting redemption request and such borrowing shall not exceed fifteen per cent (15%) or such other limit as specified by the Commission, of the total Net Asset Value of the Scheme at the time of borrowing and shall be repayable within a period of ninety (90) days;
- (h) sell Units or issue shares or certificates for consideration other than cash unless permitted by the Commission on the basis of structure and investment policy of the Scheme;
- (i) without obtaining prior approval of the Commission merge the Scheme with another scheme or acquire or take over any other scheme;
- (j) invest the subscription money until the closure of public offer of Units, shares or certificates;
- (k) take exposure in any other collective investment scheme, except fund of funds or overseas investment.

No. 36
Sub-Registrar-II
Commission Town, Karachi

6.1.10 UBL Fund Managers, on behalf of the Scheme, shall not at any time rollover the investments if redemptions are pending for more than six (06) days.

6.1.11 UBL Fund Managers shall not, on behalf of the Scheme, purchase from or sell any securities to any Connected Person or employee thereof, without the written approval of its board of directors and consent of the Trustee, however, this approval shall not be required in the case of issue, sale or redemption of Units issued by the Scheme.

6.1.12 Where exposure of the Scheme exceeds the limits specified above because of corporate actions including taking up rights or bonus issue, and due to market price increase or decrease in Net Assets, the excess exposure shall be regularized within three (3) months of the breach of limits unless the said period of three (3) months is extended by the Commission on an application by UBL Fund Managers.

6.1.13 Investment in derivatives and future contracts, as mentioned in 1.7 (j) would require prior approval of the Commission.

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6.2 Borrowing and Borrowing Restrictions

6.2.1 Subject to any statutory requirements for the time being in force and to the terms and conditions herein contained, the Trustee may at any time at the request of UBL Fund Managers concur with UBL Fund Managers in making and varying arrangements with Banks or financial institutions or with UBL Fund Managers itself for borrowing by the Trustee for the account of the Scheme; provided, that the borrowing shall not be resorted to, except for meeting the redemption requests.

6.2.2 The charges payable to any Bank or financial institution against borrowings on account of the Trust as permissible under Clause 6.2.1 above shall not be higher than the normal prevailing Bank charges or normal market rates.

6.2.3 The maximum borrowing for the account of the Trust shall not exceed such limits as may be prescribed by the Rules and the Regulations. 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, UBL Fund Managers shall not be under any obligation to reduce such borrowing.

6.2.4 Neither the Trustee, nor UBL Fund Managers 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 UBL Fund Managers shall not in any manner be liable in their personal capacities for repayment of such loans or advances.

6.2.5 For the purposes of securing any such borrowing, the Trustee may on the instruction of UBL Fund Managers, mortgage, charge or pledge in any manner all or any part of Trust Property; provided, that the aggregate amount secured by such mortgage, charge or pledge shall not exceed the limits provided in the Rules and the Regulations.

6.2.6 Neither the Trustee nor UBL Fund Managers shall incur any liability by reason of any loss to the Trust or any loss that a Unit Holder may suffer by reason of any depletion in the Net Asset Value that may result from any borrowing arrangement made hereunder in good faith."

Under the heading "Valuation of the Trust Property and Pricing"

Amendment and renumbering of existing clause 5.1

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The existing clause 5 is renumbered as clause 7 and is amended to now read as under:

36
Sub-Registrar
Addar Town, Karachi

"7. VALUATION OF TRUST PROPERTY

7.1 *Net Assets in relation to the Scheme shall be calculated in the following manner:*

- (a) *an unlisted debt security and a debt security listed but not traded regularly on a Stock Exchange shall be valued in the manner specified by the Commission;*
- (b) *an investment purchased and awaiting payment against delivery shall be included for valuation purposes;*
- (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 Scheme as of the close of business on the valuation date shall be included as assets of the Scheme if the security upon which such dividends, bonuses or rights were declared is included in the assets and is valued ex-dividend, ex-bonus or ex-rights as the case may be;*
- (e) *mark-up accrued on any mark-up-bearing security in the portfolio shall be included as an asset of the Scheme if such accrued mark-up is not otherwise included in the valuation of the security;*
- (f) *any other income accrued up to the date on which computation was made shall also be included in the assets;*
- (g) *all liabilities, expenses and other charges due or accrued up to the date of computation which are chargeable under the Regulations and taxes shall be deducted from the value of the assets;*
- (h) *the remuneration accrued up to the date of computation payable to UBL Fund Managers for providing management and other services shall be included as an expense;*

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- (i) Government Securities not listed on a Stock Exchange and traded in the interbank market shall be valued at the average rate quoted on a widely used electronic quotation system and such average rate shall be based on the remaining tenor of the security;
- (j) any such method of valuation of assets and liabilities as stipulated in the Regulations or as may be specified or modified by the Commission from time to time may be used to calculate the Net Assets of the Scheme;
- (k) UBL Fund Managers shall take all reasonable steps and exercise due diligence to ensure that the assets of the Scheme are correctly valued and priced, in line with the provisions of the Regulations and the Constitutive Documents.

Explanation: For the purpose of valuing the Fund Property and pricing the Scheme's Units, UBL Fund Managers shall not do or omit anything that will confer on itself or certain Unit Holders a benefit or advantage at the expense of other Unit Holders or potential Unit Holders."

Amendment and renumbering of existing clause 5.2

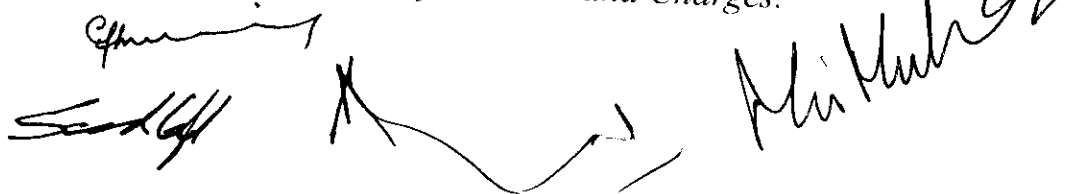
The existing clause 5.2 is hereby renumbered as clause 8 and is amended to now read as under:

"8. DETERMINATION OF OFFER PRICE

8.1 After the Initial Period, the Offer Price shall be calculated and announced by UBL Fund Managers in accordance with clause 8.2 hereafter and the Regulations and shall be calculated by the Scheme on a daily basis.

8.2 The Offer Price shall be equal to the sum of:

- a. Net Asset Value as of the close of the Business Day on which the completely and correctly filled purchase of Units form, as described below, is received by the Distributor or UBL Fund Managers prior to the cut-off timings specified in the Offering Document;
- b. Any Front-end Load in case of Income Units;
- c. Such amount as UBL Fund Managers may consider an appropriate provision for Duties and Charges.



Such sum shall be adjusted upwards to the nearest four (04) decimal places.

- 8.3 In the event that the amount paid as provision for payment of Duties and Charges pursuant to sub-clause 8.2 is insufficient to pay in full such Duties and Charges, UBL Fund Managers 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 retrospective effect after the date of payment in which case such excess shall be recovered from the Trust Property).
- 8.4 In the event that the amount paid as provision for payment of Duties and Charges pursuant to sub-clause 8.2 exceeds the relevant amount of Duties and Charges, the Registrar shall issue additional Units or fractions thereof to the Unit Holders based on the price applicable to the Units issued against the relevant application, or the Trustee shall refund such excess amount to the relevant Unit Holders along with the next income distribution or if instructed by UBL Fund Managers, at any time earlier.
- 8.5 The Offer Price determined by UBL Fund Managers shall be made available to the public at the office and branches of the Distribution Company(ies) and UBL Fund Managers and be published on the website of UBL Fund Managers and, in the discretion of UBL Fund Managers, may also be published in at least one newspaper, either English or Urdu, circulating in Pakistan.
- 8.6 If the declared Offer Price exceeds or falls short of the current value of the underlying assets by more than five per cent (5%) based on information available, UBL Fund Managers shall defer dealing and calculate a new price as soon as possible.
- 8.7 The Units shall be issued to investors at the Offer Price prevailing on the day that the funds are credited in the relevant Bank Accounts maintained for the Scheme.
- 8.8 The Offer Price shall be calculated on the basis of the Net Assets of the Scheme divided by the number of Units outstanding and such prices may be adjusted by fees and charges; provided, that the amount or method of calculating such fees and charges is disclosed in the Offering Document.
- 8.9 There shall be at least four (4) regular dealing days per week."

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10.3 Deletion of existing clause 5.3

The existing clause 5.3 is hereby deleted.

11. Under the new heading "Allocation of Front-end Load"

No. 36
Sub-Committee
Adda Town, Karnali

11.1 Insertion of new clause 9

A new clause 9 is inserted and reads as under:

"9. ALLOCATION OF FRONT END LOAD

9.1 *The remuneration of the Distribution Company(ies) for the sale of Units with Front-end Load shall be paid exclusively from any Front-end Load received by the Trustee and paid by UBL Fund Managers when the Trustee pays the Front-end Load to UBL Fund Managers for onward distribution to the Distribution Companies, and no charges shall be made against the Trust Property or the Distribution Account in this respect. If the Front-end Load received by the Trustee is insufficient to pay the remuneration of the Distribution Companies, UBL Fund Managers shall pay the amount necessary to pay in full such remuneration.*

9.2 *Such payments may be made to UBL Fund Managers by the Trustee on the instructions of UBL Fund Managers on any frequency as mutually agreed."*

12. Under the new heading "Allocation of Back-end Load"

12.1 Insertion of new clause 10

A new clause 10 is inserted and reads as under:

"10. ALLOCATION OF BACK-END LOAD

The remuneration of Distributor(s) on sales of Units with Back-end Load shall be paid out of the management fee accruing to UBL Fund Managers. The Back-end Load shall form part of the Trust Property."

13. Under the new heading "Determination of Redemption Price"

13.1 Amendment and renumbering of existing clause 5.4

The existing clause 5.4 is hereby renumbered as clause 11 and is amended to now read as under:

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"11. DETERMINATION OF REDEMPTION PRICE

11.1 After the Initial Period, the Redemption 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 by the Distributor or UBL Fund Managers prior to the cut-off timings specified by UBL Fund Managers in the Offering Document, less:

- a. Back-end Load in the case of Growth Units; and
- b. Such amount as UBL Fund Managers may consider an appropriate provision for Duties and Charges.

Such amount shall be adjusted downwards to the nearest two decimal places.

11.2 In the event that the amount paid as provision for payment of Duties and Charges pursuant to sub-clause 11.1 is insufficient to pay in full such Duties and Charges, UBL Fund Managers shall be liable for the payment in full of the amount of such Duties and Charges in excess of such provisions.

11.3 In the event that the amount paid as provision for payment of Duties and Charges pursuant to sub-clause 11.1 exceeds the relevant amount of Duties and Charges, the Trustee shall refund such excess amount to the relevant Unit Holders along with the next distribution of Units to Holders immediately as per advice of UBL Fund Manager.

11.4 The Redemption Price determined by UBL Fund Managers shall be made available to the public at the Authorized Branches of the Distribution Company(ies) and UBL Fund Managers, and be published on the website of UBL Fund Managers and may also, in the discretion of UBL Fund Managers, be published in at least one newspaper, either English or Urdu, circulating in Pakistan.

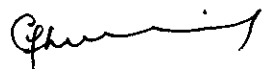
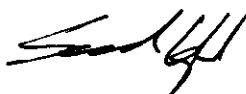
11.5 If the declared Redemption Price exceeds or falls short of the current value of the underlying assets by more than five per cent (5%) based on information available, UBL Fund Managers shall defer dealing and calculate a new price as soon as possible."

13.2 Deletion of existing clause 5.5

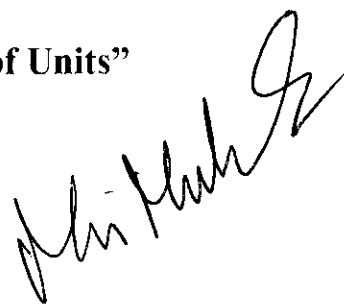
The existing clause 5.5 is hereby deleted.

14. Under the heading "Suspension of Issue or Redemption of Units"

14.1 Amendment and renumbering of existing clause 6





The existing clause 6 is hereby renumbered as clause 12 and is amended to now read as under:

No. 36
Sub-Registrar
Addl. Secy. to Govt.

"12. SUSPENSION OF ISSUE OR REDEMPTION OF UNITS

12.1 *A temporary change in the method of dealing in Units shall only be made:*

- a) *in exceptional circumstances specified in clause 12.2 below, having regard to the interests of the Unit Holders;*
- b) *if the possibility of a change and the circumstances in which it can be made has been fully disclosed in the Offering Document; and*
- c) *with the approval of the Trustee.*

12.2 *UBL Fund Managers may upon information to the Trustee suspend the issue or redemption of Units subject to the Rules and the Regulations at any time during:*

- a) *extraordinary circumstances including closure of one or more Banks, in which the Scheme's Bank Accounts are maintained, or any period when the Stock Exchange on which any of the Investment for the time being is listed or dealt in is closed or when dealings in such Investment are restricted or suspended;*
- b) *the event of war (declared), natural disasters, a major break down in law and order, closure of the capital markets and/or the banking system or strikes or other events that render UBL Fund Managers or the Distributors unable to function;*
- c) *the existence of any state of affairs which in the opinion of UBL Fund Managers, constitute an emergency as a result of which disposal of any Investment would not be reasonably practicable or might seriously prejudice the interest of the Trust or the Unit Holders;*
- d) *a breakdown in the means of communication normally employed in determining the price of any Investment or the current price thereof on any Stock Exchange or when for any reason the price of any such Investment cannot be promptly and accurately ascertained;*

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- e) any period when remittance of money which will or may be involved in the realization of such investment or in the payment for such investment cannot in the opinion of UBL Fund Managers be carried out in reasonable time; or
- f) if UBL Fund Managers is of the view that it would be detrimental to the remaining Unit Holders to redeem or continue to redeem Units at a price ascertained on the basis of the Net Asset Value.

12.3 Such suspension or queue system shall take effect forthwith upon the declaration thereof by UBL Fund Managers with the approval of its board of directors and shall end on the day following the first Business Day on which the conditions giving rise to the suspension shall in the opinion of the board of directors of UBL Fund Managers have ceased to exist and no other condition under which suspension or queue system is authorized under this Deed exists. In case of suspension and end of suspension UBL Fund Managers shall immediately notify the SECP and publish the same in two leading daily newspapers having circulation all over Pakistan.

12.4 In case of suspension of redemption of the Units of the Scheme, UBL Fund Managers shall also suspend issuance of fresh Units of the Scheme until and unless redemption of Units is resumed.

12.5 Suspension of redemption shall be provided in exceptional circumstances up to a maximum of fifteen working days, having regard to the interests of Unit Holders and such a decision shall be made with the prior approval of the board of directors of UBL Fund Managers, and during suspension of redemption, issuance of Units shall also remain suspended.

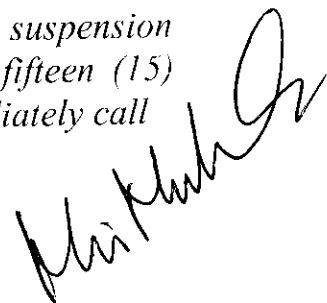
12.6 Where the Commission is of the opinion that it is in the interest of the Unit Holders, it may direct that the operations of the Scheme including the issuance, sale or redemption of Units or vice-versa shall be suspended with effect from such date as communicated by the Commission.

12.7 The suspension of redemption shall end on the day following the first business day on which the exceptional circumstances giving rise to the suspension in the opinion of the Board of Directors of UBL FUND MANAGERS have ceased to exist.

12.8 Where UBL Fund Managers is unable to remove the suspension of redemption of Units of the Scheme within the fifteen (15) working days of suspension, the Trustee shall immediately call





a meeting of the Unit Holders at the expiry of the fifteenth (15th) day to decide whether to continue the suspension of redemptions for a further period or revoke or transfer the Scheme to another Asset Management Company.

12.9 The decision to continue the suspension, revoke or transfer the Scheme to another Asset Management Company shall be supported by consent given in writing or resolution passed by the Unit Holders representing at least three fourths in value of total outstanding Units of the Scheme.

12.10 UBL FUND MANAGERS shall inform SECP and the trustee about the date of termination of suspension of dealing in units and publish the notice regarding the termination of dealing in units in two leading daily newspapers having circulation all over Pakistan.

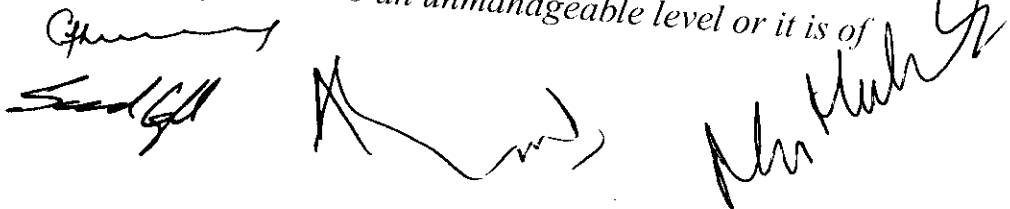
12.11 Queue System

No. 36
Sub-Registrar-II
Adar Town, Karachi

In the event redemption requests on any day exceed ten percent (10%) of the Units in issue, the normal redemption process shall not apply. UBL Fund Managers may invoke a queue system whereby requests for redemption shall be processed on first come first served basis for up to ten percent (10%) of the Units in issue. UBL Fund Managers shall proceed to sell adequate assets of the Fund and / or arrange borrowing as it deems fit in the best interest of all Unit Holders and shall determine the redemption price to be applied to the redemption requests based on such action. The requests in excess of ten percent (10%) shall be treated as redemption requests qualifying for being processed on the next Business Day at the price to be determined for such redemption requests. However, if the carried over requests and the fresh requests received on the next Business Day still exceed ten percent (10%) of the Units in issue, 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 (10%) of the units then in Issue. UBL Fund Managers shall formally forward all redemption requests, duly timed, dated and stamped, to the Trustee within twenty four (24) hours of receipt of any such request.

12.12 Winding Up in view of Major Redemptions

In the event UBL Fund Managers 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 Holders who are not redeeming, it may announce winding up of the Fund under intimation to the SECP and the Trustee. In such an event, the queue system, if already invoked, shall cease to apply and all Unit Holders shall be paid after selling the assets and determining the final Redemption Price. However, interim distributions of the proceeds may be made if UBL Fund Managers finds it feasible."

Under the heading "Fees and Charges"

Amendment and renumbering of clause 7.1

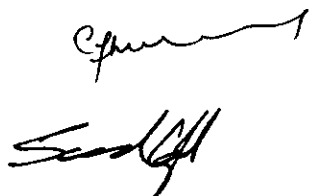
Existing clause 7.1 is hereby renumbered as clause 13.1 and is amended to read as under:

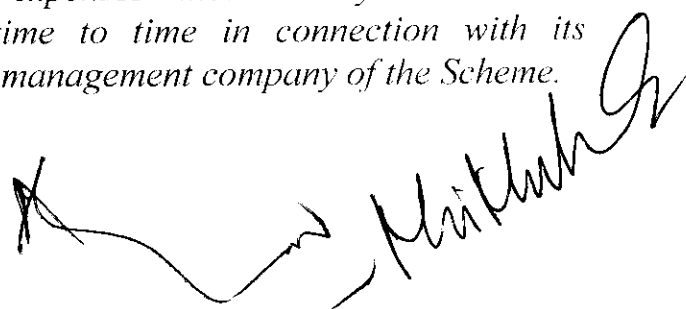
"13. FEES AND CHARGES"

13.1 Remuneration of UBL Fund Managers

- 13.1.1 UBL Fund Managers shall be entitled to an accrued remuneration equal to an amount not exceeding three percent of the average annual Net Assets of the Scheme that has been verified by the Trustee and is paid in arrears on monthly basis during the first five years of existence of the Scheme and thereafter of an amount equal to two per cent of such assets or such other amount as may be specified by the Commission.
- 13.1.2 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.
- 13.1.3 The remuneration due to UBL Fund Managers shall be paid in arrears within fifteen (15) Business Days after the close of each calendar month and after the receipt of invoice by the Trustee.
- 13.1.4 In consideration of the foregoing and save as aforesaid UBL Fund Managers shall be responsible for the payment of all expenses incurred by UBL Fund Managers from time to time in connection with its responsibilities as management company of the Scheme.

No. 36
Sub-Registrar
Lahore Town, Lahore





UBL Fund Managers shall not make any charge against the Unit Holders 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 Regulations and this Deed to be payable out of Trust Property.

13.1.5 UBL Fund Managers 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.

13.1.6 UBL Fund Managers shall however not make any further material charge against the Unit Holders 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 Regulations and the Deed to be payable out of Trust Property.

13.2 Remuneration of Trustee and its Agents

13.2.1 The Trustee shall be entitled to a monthly remuneration out of the Trust Property determined as follows:

TARIFF STRUCTURE FOR INCOME AND MONEY MARKET FUNDS

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

On Net Assets (Rs.)	New tariff
Up to 1 billion	0.17% p.a. of net assets subject to a minimum of Rs 0.6 million.
1 billion to 5 billion	Rs. 1.7 million plus 0.085% p.a. of net assets exceeding Rs. 1 billion.
Above 5 billion	Rs. 5.1 million plus 0.07% p.a. of net assets exceeding Rs. 5 billion.

13.2.2 The remuneration shall begin to accrue from the close of the Initial Period. For any period other than a full calendar month such remuneration shall be pro-rated on

[Signatures]

No. 36
Sub-Registrar
Kaddar Town, Katara

the basis of the actual number of days for which such remuneration UBL FUND MANAGERS has accrued in proportion to the total number of days in the calendar month concerned.

13.2.3 Such remuneration shall be paid to the Trustee in arrears within fifteen (15) Business Days after the end of each calendar month.

13.2.4 In consideration of the foregoing and save as aforesaid, 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 against the Unit Holders, the Trust Property or the Redemption Account for its services or for its expenses, except such expenses as are expressly authorized to be paid out of the Trust Property under the provisions of the Rules, the Regulations and the Constitutive Documents.

13.2.5 The Trustee 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.

13.2.6 Any increase in the remuneration of the Trustee agreed to by UBL Fund Managers shall require the approval of the SECP.

Amendment and renumbering of clause 7.3

The existing clause 7.3 is hereby renumbered as clause 13.3 and is amended to now read as under:

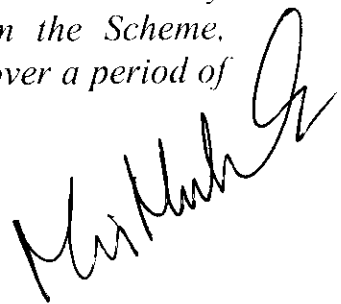
"13.3 Amortization of Formation Cost

13.3.1 All expenses incurred in connection with the establishment and registration of the Scheme, including, (a) execution and registration of the Constitutive Documents, (b) issue, legal costs, printing, circulation and publication of the Offering Document, (c) announcements describing the Scheme, and (d) expenses incurred during the Initial Period, shall be borne by UBL Fund Managers and reimbursed from the Scheme, subject to the audit of expenses, by the Scheme over a period of not less than five years."









No. 36
Sub-Registrar-B
Addl. Secy. Regd.

53 Insertion of new clause 13.4

No. 36
Sub-Registered
Under Power, Karachi

A new clause 13.4 is inserted and reads as under:

"13.4 Other costs and expenses payable to the Trust

- 13.4.1 *Brokerage and Transaction Costs related to investing and disinvesting of the Trust Property.*
- 13.4.2 *Legal and related costs incurred in protecting the interests of the Unit Holders.*
- 13.4.3 *Bank charges, borrowing and financial costs.*
- 13.4.4 *Auditors' Fees and out of pocket expenses as billed by them and any printing costs and related expenses for issuing quarterly, half-yearly and annual reports etc. of the Scheme.*
- 13.4.5 *Listing Fee payable to the Stock Exchange including renewals.*
- 13.4.6 *Annual fee payable to the SECP under the Regulations.*
- 13.4.7 *Taxes, fees, duties and other charges applicable to the Scheme on its income or its properties, including taxes, fees, duties, and other charges levied by a foreign jurisdiction or investments made overseas.*
- 13.4.8 *Rating fee of the Scheme payable to approved rating agency.*
- 13.4.9 *Charges and levies of Stock Exchange, national clearing and settlement company.*
- 13.4.10 *Expenses incurred by the Trustee in affecting registration of all registerable assets in the name of the Trustee.*
- 13.4.11 *Any other expense or charge as may be allowed under the Regulations or by the Commission."*

Under the heading "Transactions With Connected Persons"

1 Amendment and renumbering of clause 8

The existing clause 8 is hereby renumbered as clause 14 and is amended to now read as under:

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"14. Transactions With Connected Persons

14.1 UBL Fund Managers, on behalf of the Scheme, shall not without the approval of its board of directors in writing and consent of the Trustee, purchase from, or sell any securities to any Connected Person or employee of UBL Fund Managers; provided, that such restriction shall not apply to the issue, sale or redemption of Units or shares or certificates issued by the Scheme.

14.2 Where cash forming part of assets of the Scheme is deposited with the Trustee or the Custodian that is a banking company or an NBFC, a return on the deposit shall be paid by such Trustee or Custodian at a rate that is not lower than the rate offered by the said banking company or NBFC to its other depositors on deposits of similar amount and maturity.

14.3 All transactions with Connected Persons carried out by UBL Fund Managers on behalf of the Scheme shall be in accordance with the provisions of the Constitutive Documents and shall be disclosed in the annual report of the Scheme."

7. Under the heading "Distribution Policy and Date"

7.1 Amendment and renumbering of clause 9

The existing clause 9 is hereby renumbered as clause 15 and is amended to now read as under:

15. DISTRIBUTION POLICY, DETERMINATION OF DISTRIBUTABLE INCOME AND DATE OF DISTRIBUTION

15.1 Determination of Distributable Income

15.1.1 UBL Fund Managers shall decide as soon as possible, but not later than forty five (45) days after the Accounting Date, whether to distribute among Unit Holders, profits, either in form of Bonus Units or cash dividend, if any, available for distribution at the end of the Accounting Period, and shall advise the Trustee of the rate of such distribution per Unit. UBL Fund Managers may provide an option to its Unit Holders to opt for Bonus Units or cash dividend at the time of purchase of Units. In case the investor does not exercise such option at the time of purchase, UBL Fund Managers shall, subject to the relevant Unit Holder's consent, distribute Bonus Units or cash dividend to such Unit Holder.

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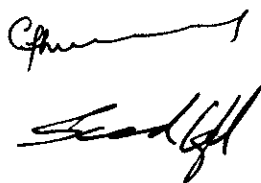
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36
No. _____
Sub-Registrar
Addar Town, Karachi

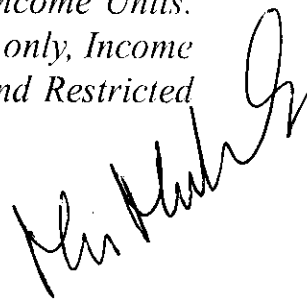
- 15.1.2 The amount available for distribution in respect of any Accounting Period shall be determined by UBL Fund Managers and shall be the sum total of:
- a.i. The total income earned on the Trust Property during such Accounting Period including all amounts received in respect of dividend, markup, profit, interest, fee etc;
 - a.ii. Net appreciation as set out in sub-clause 15.1.3;
- from which shall be deducted expenses as set out in sub-clause 15.1.4 and such other adjustments as UBL Fund Managers may determine subject to the Rules and the Regulations.
- 15.1.3 The proceeds of sales of rights and all other receipts deemed by UBL Fund Managers 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 Trust Property; provided, that such amounts out of the sale proceeds of the Investments and out of the sale proceeds of the rights, bonus shares and all other receipts as deemed by UBL Fund Managers to be in the nature of the net realized-appreciation may be distributable to the Unit Holders by the Trustee upon instructions of UBL Fund Managers and shall thereafter cease to form part of the Trust Property once transferred to the Distribution Account.
- 15.1.4 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 Regulations and this Deed.
- 15.1.5 In case of cash dividend, on each date of distribution, UBL Fund Managers shall instruct the Trustee to transfer such amount of cash as required to effect 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; provided, that any unclaimed balance in the Distribution Account shall become part of the Trust Property before winding up of the Scheme.
- 15.1.6 After fixation of the rate of distribution per Unit, distribution payments shall be made by the Trustee through transfer to the Unit Holders' designated bank accounts as mentioned in the purchase form or through a crossed cheque or demand draft or pay order, in favor of the Unit Holder's registered name and such payment(s) shall be sent at the Unit Holder's or first-named joint Unit Holder's address provided by him in the application form.

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- 15.1.7 Before making any distribution payment (such as bonus Units, cash dividend etc.) in respect of a Unit the Trustee may make such deductions as may be required by law in respect of any Zakat, income or other taxes or charges levied by the Government and issue to the Unit Holders the certificate/advice in respect of such deduction in the prescribed form or in a form approved by the concerned authorities.
- 15.1.8 UBL Fund Managers may give the Unit Holders the option to either take cash dividend or reinvest any cash dividend that the Fund is to payout in the form of additional Units without load at the time of opening of Unit Holder Account (via the purchase form), which shall be recorded in the Register. The Unit Holders shall be entitled to change such option.
- 15.1.9 UBL Fund Managers may give the Unit Holder(s) the option at the time of opening of Unit Holder's Account (via the prescribed Purchase Form) of encashment of Bonus Units. In this case, whenever the Fund declares any Bonus Units, then such Bonus Units will be redeemed at the Net Asset Value as announced by UBL Fund Managers on the next Business Day after the end of the book closure period. In case of encashment, the Bonus Units shall be redeemed on the first Business Day after distribution at the NAV of the effective date of distribution after appropriation of the distribution but without charge of any Back-end Load.
- 15.1.10 The Unit Holders shall be entitled to change such options.
- 15.1.11 UBL Fund Managers shall, on behalf of the Scheme, for every accounting year, distribute by way of dividend to the Unit Holders, not less than ninety per cent of the accounting income of the Scheme received or derived from sources other than unrealized capital gains as reduced by such expenses as are chargeable to a Scheme under the Regulations.
- 15.1.12 Where Units are placed under pledge/lien the payment of dividend shall be made to the order of the Unit Holder.
- 15.1.13 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 such Bonus Units.
- 15.1.14 The Bonus Units to be distributed in terms of clause 15.1.1 above shall be in the form of Growth Units and Income Units. Growth Unit Holders shall be issued Growth Units only, Income Unit Holders shall be issued Income Units only and Restricted Unit Holders shall be issued Income Units only."





18. Under the heading "Modification of the Constitutive Document"

18.1 Amendment and renumbering of clause 12

The existing clause 12 is hereby renumbered as clause 18 and is now amended to read as under:

36
Sub-Regulation-11
Add'l. Trust. Reg. 11

"18. Modification of the Constitutive Documents

18.1 The Trustee and UBL Fund Managers acting together shall be entitled to modify, alter or add to the provisions of this Deed by a Supplemental Trust Deed registered after prior notice to the Unit Holders and the approval of the Commission in such manner and to such extent as they may consider expedient for any purpose, subject only to the approval of the Commission. Provided, that the Trustee and UBL Fund Managers shall certify in writing that, in their opinion such modification, alteration or addition is required pursuant to any amendment in the Rules, the Regulations 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 any of them or operate to release the Trustee or UBL Fund Managers from any responsibility to the Unit Holder(s).

18.2 In case amendments are proposed in the fundamental attributes of the Deed including the category of the Scheme, the investment objective and policy, increase in management fee and increase in contingent or Back-end Load, UBL Fund Managers must give at least ninety days prior notice to each Unit Holder about the proposed change and the Unit Holders shall be given an option to exit at the applicable Net Asset Value without charge of any exit load.

18.3 Where this Deed has been altered or supplemented UBL Fund Managers shall notify the Unit Holders within fifteen (15) days of the change regarding such alteration through two widely circulated newspapers in Pakistan, one in English and one in Urdu."

19. Under the heading "Termination and Liquidation of Trust"

19.1 Amendment and renumbering of clause 13

The existing clause 13 is hereby renumbered as clause 19 and is amended to now read as under:

"19. TRANSFER OF MANAGEMENT RIGHTS, REVOCATION AND PROCEDURE AND MANNER OF REVOCATION OF THE SCHEME

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M. M. Khan

19.1

Transfer of Management Rights of the Scheme

19.1.1

The management rights of the Scheme may be transferred to another Asset Management Company upon the occurrence of any of the following events:

- a. UBL Fund Managers goes into liquidation, becomes bankrupt or has a liquidator appointed over its assets, or its license has been cancelled or does not hold a valid license;
- b. where UBL Fund Managers is unable to remove the suspension of redemption of Units of the Scheme within the fifteen working days of suspension and the Unit Holders representing at least three fourth in value of total outstanding Units of the Scheme pass a resolution or have given consent in writing that the Scheme be transferred to another Asset Management Company;
- c. if in the opinion of the Commission further management of the Scheme by UBL Fund Managers is detrimental to the interest of the Unit Holders, the Commission may direct the Trustee to transfer the Scheme to another Asset Management Company acceptable to the Commission.

19.1.2

For the purpose of transfer of management rights, an Asset Management Company shall execute a Supplemental Trust Deed subject to the approval of the Commission.

19.2

Extinguishment/Revocation of the Scheme

19.2.1

The Scheme may be extinguished by the occurrence of any of the following events:

- a. the Scheme has reached its maturity date as specified in the Deed;
- b. where UBL Fund Managers is unable to remove the suspension of redemption of Units of the Scheme within the fifteen (15) working days of suspension and the Unit Holders representing at least three fourth in value of total outstanding Units of the Scheme pass a resolution or have given consent in writing that the Scheme be revoked;
- c. where UBL Fund Managers goes into liquidation, becomes bankrupt or has a liquidator appointed over its assets, or its license has been cancelled or does not hold valid license;

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36
No. _____
Sub-Registration
Order Form, 2010

- d. in the opinion of UBL Fund Managers, the Scheme is not commercially viable or the purpose of the Scheme cannot be accomplished, subject to the consent of the Trustee;
- e. on occurrence of any event or circumstances which, in the opinion of the Trustee, requires the Scheme to be revoked; and
- f. where the Commission deems it necessary to revoke the Scheme, and consequently directs either the Trustee or UBL Fund Managers in the interest of the Unit Holders.

19.2.2 Where the Scheme is to be revoked, the Trustee shall immediately give notice to the Commission in two newspapers having circulation all over Pakistan disclosing the circumstances leading to the revocation of the Scheme.

19.2.3 On the date of publication of the notice under sub-clause 19.2.2, the affairs of and all information relating to the Scheme shall be transferred to the Trustee till the completion of the final settlement of the affairs of the Scheme.

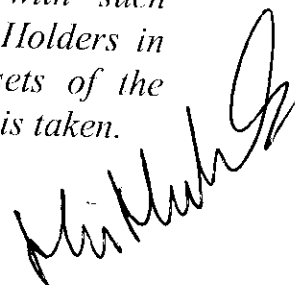
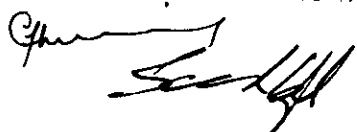
19.3 **Procedure and Manner of Revocation of the Scheme**

19.3.1 From the date of publication of the notice under sub-clause 19.2.2, the issuance and redemption of Units shall be suspended and Scheme shall cease to carry on its business except so far as may be required for the beneficial revocation thereof.

19.3.2 The Trustee shall be authorized to dispose-off the assets of the Scheme in the best interest of the Unit Holders of the Scheme and any sale, settlement or arrangement executed by the Trustee in pursuance of revocation of the Scheme shall be binding on UBL Fund Managers and the Unit Holders of the Scheme.

19.3.3 The Trustee, upon the commencement of the revocation process, shall also submit, in addition to specified statutory reports, quarterly reports to the Commission providing details of the various steps taken by it in the final settlement of the affairs of the Scheme.

19.3.4 The proceeds from the sale of the assets of the Scheme shall be first utilized towards discharge of such liabilities as are due and payable under the Scheme and after making appropriate provision for meeting the expenses connected with such revocation, the balance shall be paid to the Unit Holders in proportion to their respective interest in the assets of the Scheme on the date when the decision for revocation is taken.



19.3.5 On the completion of the revocation process, the Trustee shall forward to the Commission and the Unit Holders a report on the revocation process containing particulars such as circumstances leading to the revocation, the steps taken for disposal of assets of the Scheme before revocation, expenses of the Scheme for revocation, Net Assets available for distribution to the Unit Holders and a certificate from the Auditors of the Scheme.

19.3.6 After the receipt of winding-up report by the Trustee, if the Commission is satisfied that all measures for revocation of the Scheme have been complied with, the Commission shall cancel the registration of the Scheme and the Scheme shall cease to exist.

19.3.7 The minimum size of the Scheme shall be one hundred million rupees at all times during the life of the scheme.

Explanation: The minimum fund size means the Net Assets of the Open End Scheme.

19.3.8 Subject to Clause 19.3.7, after the initial public offering or subsequently at any time if the size of any Open End Schemes falls below that minimum size specified in Clause 19.3.7, UBL FUND MANAGERS shall ensure compliance with the minimum fund size within three (3) months of its breach and if the fund size remains below the minimum fund size limit for consecutive ninety (90) days, UBL FUND MANAGERS shall immediately intimate the grounds to SECP upon which it believes that the Open End Scheme is still commercially viable and its objective can still be achieved.

19.3.9 Where UBL FUND MANAGERS intimates grounds to SECP for commercial viability of the Open End Scheme, it shall also submit the following documents to the Commission:

- a. the unit holders resolution passed by at least three fourths in value of total outstanding units supporting UBL FUND MANAGERS's views; and
- b. a time bound action plan to increase the fund size to the minimum requisite fund size for consideration of SECP.

19.3.10 Where SECP is not satisfied with the submission of UBL FUND MANAGERS under Clause 19.3.8 and Clause 19.3.9 it may direct UBL FUND MANAGERS or the Trustee to revoke the Open End Scheme."

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36

Under the heading "Trust Property"

1 Amendment and Renumbering of clause 14

The existing clause 14 is hereby renumbered as clause 20 and is amended to now read as under:

"20. Trust Property

- 20.1 *The aggregate proceeds of all Units issued from time to time after deducting Duties and Charges, after deducting there from or providing there against any applicable Front-end Load and adding thereto any Back-end Load, shall constitute part of the Trust Property and includes the investment and all income, profit and other benefits arising there from and all cash, bank balances and other assets and property of every description 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 this Deed but does not include any Back-end Load payable to UBL Fund Managers or any amount available for distribution in the Distribution Account. The Distribution Company shall remit such proceeds to the Trustee in accordance with instructions given by UBL Fund Managers from time to time.*
- 20.2 *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, as provided by the Offering Document.*
- 20.3 *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 Regulations and this Trust Deed. The Trust Property shall always be kept as separate property and shall not be applied to any purpose unconnected with the Scheme such as to make a loan or advance except in connection with the normal business of the Trust as permissible under the Regulations. 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 Trust Deed. All expenses incurred by the Trustee in effecting such registration shall be payable out of the Trust Property.*
- 20.4 *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 shall not, except for the purpose of the Scheme, 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 any other person.*

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20.5 The Trustee shall have the sole responsibility for safekeeping and maintaining the Trust Property in its own name. In the event of any loss caused due to any negligence or willful act and/or omission, the Trustee shall have an obligation to replace the lost investment forthwith with similar investment of the same class and issue together with all rights and privileges pertaining thereto or compensate the Trust to the extent of any loss. However 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.

20.6 All cash forming part of the Trust Property shall be deposited by the Trustee in a separate bank account to be mutually agreed with UBL Fund Managers in the name of the Trustee, as a nominee of the Trust, with a scheduled commercial Bank. Such Bank 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 UBL Fund Managers."

Under the heading "Investment of the Trust Property"

1) Deletion of existing clause 15

The existing clause 15 is hereby deleted.

No. 36
Sub-Registered
Adder Town, Karachi

Under the heading "Transactions Relating to Investors (Unit Holders)"

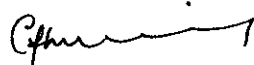
2.1 Insertion of new clause 21

A new clause 21 is inserted and reads as under:

"21. TRANSACTIONS RELATING TO INVESTORS (UNIT HOLDERS)

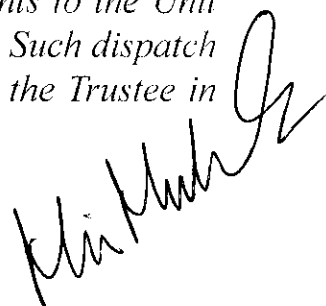
21.1 The Trustee shall provide UBL Fund Managers daily statements of all the Bank Accounts being operated by the Trustee for the Unit Trust.

21.2 UBL Fund Managers shall also advise the Trustee on a daily basis of the details of amounts to be paid to respective Unit Holders 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 Holders or through dispatch of crossed cheques/warrants to the Unit Holders by registered post at their respective addresses. Such dispatch shall constitute discharge of UBL Fund Managers and the Trustee in respect of such payment.









21.3 UBL Fund Managers may apply Transaction Costs on issuance, repurchase or any other Unit related transactions. Different level of Transaction Costs may be applied to different type of investors and Units.

21.4 UBL Fund Managers may make arrangements for issuance and redemption of Units through Distributor(s). 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, under prior arrangement with the Trustee.

21.5 UBL Fund Managers shall, from time to time, advise the Trustee of the dividend distribution for the Unit Trust. The Trustee may establish a separate Bank Account for dividend distribution and transfer the amount payable as cash dividend to such Account after deducting such Taxes and Zakat 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 or UBL Fund Managers provide the complete working.

21.6 The Trustee shall pay to the order of UBL Fund Managers such sums out of the sale proceeds of Units that represent Front-end Load.

21.7 UBL Fund Managers may offer the Unit Holders a systematic, fixed or flexible withdrawal option. The said withdrawal, at the discretion of UBL Fund Managers, shall be paid out from the share of income available to the credit of the Unit Holders and/or from their investment."

3. Under the heading "Transactions Relating to Investment Activity/Portfolio Management"

3.1 Insertion of new clause 22

A new clause 22 is inserted and reads as under:

**"22. TRANSACTIONS RELATING TO INVESTMENT
ACTIVITY/PORTFOLIO MANAGEMENT"**

22.1 UBL Fund Managers shall, from time to time, instruct the Trustee of the settlement instructions relating to any investment/disinvestment transactions entered into by it on behalf of the respective Unit Trust. The Trustee shall carry out the settlements in accordance with the dictates of the specific transactions. UBL Fund Managers shall ensure the settlement instructions are given promptly after entering into the transaction so as to facilitate timely settlement and the Trustee, on its side, shall ensure that the settlement is handled in a timely manner in accordance with dictates of the transaction.

36
No. _____
Sub-Register _____
Adder _____

- 22.2 The Trustee shall ensure that where applicable, payments against investments are made against delivery and vice versa, unless mutually agreed otherwise.
- 22.3 The Trustee shall promptly forward to UBL Fund Managers any notices, reports or other documents issued by the issuers of securities, recipients of any of the Trust's 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.
- 22.4 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 UBL Fund Managers 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.
- 22.5 UBL Fund Managers 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 UBL Fund Managers any such amounts or warrants that are received on such accounts from time to time.
- 22.6 The Trustee shall provide proxies or other forms of powers of attorney to the order of UBL Fund Managers with regard to any voting rights attaching to any investment."

Under the heading "Other Matters Relating to the Unit Trust and Administrative Plans"

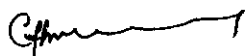
Insertion of new clause 23

A new clause 23 is inserted and reads as under:

"23. OTHER MATTERS RELATING TO THE UNIT TRUST AND ADMINISTRATIVE PLANS

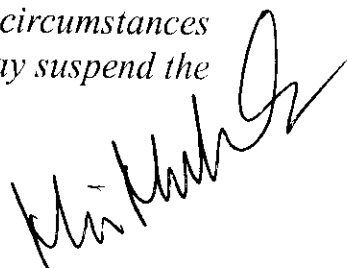
23.1 Declaration of Net Asset Value based prices

UBL Fund Managers shall, at such frequencies as are prescribed in the Offering Document, determine and announce the Net Asset Value based prices. Under certain circumstances as provided in this Deed, UBL Fund Managers may suspend the announcement of the prices.









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Purchase and Redemption of Units

The Registrar shall be caused to process purchase and redemption applications as well as conversion and transfer applications in accordance with the 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 the heading "Voting Rights on Trust Property"

Amendment and renumbering of clause 16

The existing clause 16 is hereby renumbered as clause 24 and is amended to now reads as under:

- "24.1 *All rights of voting attached to the Trust Property shall be exercisable by UBL Fund Managers on behalf of the Scheme and it shall be entitled to exercise the said rights in what it may consider to be the best interests of the Unit Holders and may refrain at its own discretion from the exercise of any voting rights.*
- 24.2 *The Trustee shall upon written request by UBL Fund Managers, from time to time, at the expense of the Scheme execute and deliver or cause to be executed or delivered to UBL Fund Managers 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 person(s) as UBL Fund Managers may require in writing. The phrase "rights of voting" or the word "vote" used in this sub-clause shall be deemed to include not only a vote at a meeting but the right to elect or appoint directors, any consent to or approval of any arrangement scheme or resolution or any alteration in or abandonment of any rights attaching to any investment and the right to requisition or join in a requisition to convene any meeting or to give notice of any resolution or to circulate any statement. UBL Fund Managers shall keep record stating the reasons for casting the vote in favor of or against any resolutions.*
- 24.3 *Not later than two (2) Business Day of the receipt, the Trustee shall forward to UBL Fund Managers all notice of meetings and all reports and circulars received by the Trustee as the holder of any investment."*

Under the heading "Duties and Powers of Trustee"

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11 Amendment and renumbering of clause 17

The existing clause 17 is hereby renumbered as clause 25 and is amended to now read as under:

"25. ROLE OF THE TRUSTEE

- 25.1 *The Trustee shall take under its control all the property of the Scheme and hold it in trust for the Unit Holders or Certificate Holders in accordance with the Rules, the Regulations and the provisions of the Constitutive Documents and the cash and registerable assets shall be registered in the name of, or to the order of, the Trustee.*
- 25.2 *The Trustee shall ensure that the conditions under which the Scheme has been registered are complied with.*
- 25.3 *The Trustee shall comply with the provisions of the Rules, the Regulations and the Constitutive Documents 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: (a) designated officer of the Trustee; or (b) nominee or agent appointed by the Trustee with the written approval of UBL Fund Managers; 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 they were its own acts and omissions and shall be liable for any loss caused due to its willful acts or omissions or that of its agents in relation to any custody of assets or investment forming part of Fund Property and shall account to the Trust for any loss in value of the Fund Property where such loss has been caused by negligence or any reckless or willful act and/or omission of the Trustee or by that of any of its directors, officers, nominees, delegates or agents. The Trustee 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 of Force Majeure.*
- 25.4 *The Trustee shall exercise all due diligence and vigilance and comply with the Ordinance, the Rules, the Regulations, the Constitutive Documents, guidelines, codes, circulars, directives or any other applicable Laws in carrying out its duties and in protecting the interest of the Unit Holders. The Trustee shall not be under any liability on account of anything done or suffered by the Trustee in good faith in accordance with or in pursuance of any request of UBL Fund Managers provided they are not in conflict with the provisions of the Constitutive Documents, the Rules or the Regulations. Whenever pursuant to any provision of this Deed any certificate, notice, direction, instruction or other communication is to be given by UBL Fund Managers to the Trustee, the Trustee may accept as sufficient evidence thereof a document signed or purporting to be*

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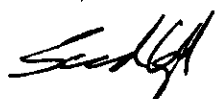
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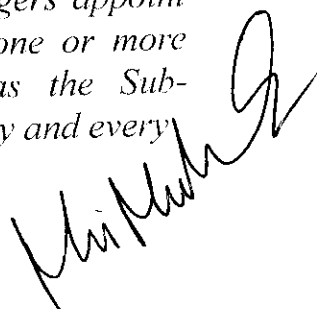
signed on behalf of UBL Fund Managers by person(s) whose signature the Trustee is for the time being authorized in writing by UBL Fund Managers to accept.

- 25.5 The Trustee shall carry out the instructions of UBL Fund Managers in all matters including investment and disposition of the Fund Property unless such instructions are in conflict with the provisions of the Constitutive Documents, Rules and the Regulations. The Trustee shall not be responsible or incur any liability for anything done or omitted to be done in good faith.
- 25.6 The Trustee shall ensure that the investment and borrowing limitations specified in the Regulations and the Constitutive Documents are complied with.
- 25.7 The Trustee shall provide to UBL Fund Managers such information as UBL Fund Managers may require from time to time in respect of the Fund Property and all other matters relating to the Trust.
- 25.8 The Trustee shall ensure that the Units of the Scheme have been issued after realization of the Purchase Price. To facilitate the Trustee, UBL Fund Managers shall provide the Trustee with a summary of the investments in the Scheme on a regular basis.
- 25.9 The Trustee shall ensure that the pricing and valuation for sale, issue, repurchase, redemption and cancellation are carried out in accordance with the provisions of the Constitutive Documents and the Rules and the Regulations.
- 25.10 The Trustee shall immediately inform the Commission if any action of UBL Fund Managers in relation to and on behalf of the Scheme contravenes the Ordinance, the Rules, the Regulations, the Constitutive Documents, guidelines, codes, circulars, directives of the Commission or any other applicable laws along with details of remedial action taken by the Trustee where applicable.
- 25.11 The Trustee shall comply with the directions of the Commission given in the interest of the Unit Holders.
- 25.12 The Trustee shall arrange for its annual system audit by an auditor and provide the report of such audit to the Commission and UBL Fund Managers, within four months of the close of the financial year of the Trustee.
- 25.13 The Trustee shall in consultation with UBL Fund Managers appoint and may also remove and replace from time to time one or more Bank(s) and/or other depository company, to act as the Sub-Custodian(s) for holding and protecting the Fund Property and every










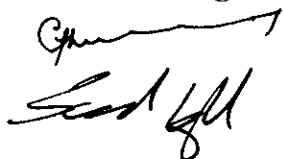
part thereof and for generally performing the custodial services at one or more locations and on such terms, as the Trustee and UBL Fund Managers may mutually agree and to be incorporated in custodial services agreement(s) to be executed between the Trustee and the Custodian(s). Provided however, the Trustee may also itself provide custodial services for the Trust with the approval of UBL Fund Managers at competitive terms as part of its normal line of business.

25.14 The Trustee shall ensure that UBL Fund Managers has specified in writing, the criteria for the appointment, removal and replacement of a diverse panel of Brokers at the time of offering of the Scheme and for any subsequent change. The Trustee shall also ensure that UBL Fund Managers has been diligent and fair in appointing Brokers to avoid undue concentration of business with any Broker(s).

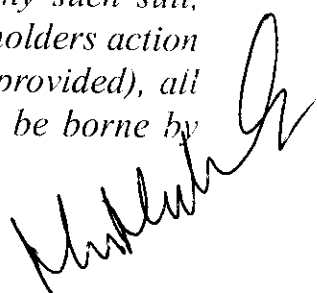
25.15 The Trustee shall report on all matters provided in the Rules, the Regulations and this Deed. In particular, the Trustee shall issue a report to the Unit Holders to be included in the annual and second quarter report of the Scheme and therein state whether in the Trustee's opinion, UBL Fund Managers has in all material respects managed the Scheme in accordance with the provisions of the Constitutive Documents, the Rules and the Regulations and if UBL Fund Managers has not done so, the respect in which it has not done so and the steps that the Trustee has taken in respect thereof.

25.16 The Trustee shall be entitled to require the Auditors to provide such reports as may be agreed between the Trustee and UBL Fund Managers as may be considered necessary to facilitate the Trustee in issuing the certification required under the Rules and the Regulations, if any.

25.17 The Trustee shall institute or defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders action in respect of the Fund Property or any part thereof if so requested by UBL Fund Managers in writing. All costs, charges and expenses (including reasonable legal fee) incurred in instituting or defending any such action shall be on account of the Fund Property and the Trustee shall (out of the Fund Property) indemnify UBL Fund Managers against all such costs, charges and expenses; provided that no such indemnity shall be given in respect of any action taken against UBL Fund Managers for negligence or breach of fiduciary duties in connection with its duties under this Deed or the Rules or the Regulations. For the avoidance of doubt it is clarified that notwithstanding anything contained in this Deed, UBL Fund Managers and Trustee (other than on account of the Fund Property) 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.





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25.18 The Trustee shall ensure that: (a) the sale, issue, transfer, repurchase, redemption, and cancellation of Units are carried out in accordance with the provisions of the Constitutive Documents and the Rules and the Regulations; and (b) the methodology and procedures adopted by UBL Fund Managers in calculating the value of Units are adequate and in accordance with the provisions of the Constitutive Documents and the Rules and the Regulations. To facilitate the Trustee, UBL Fund Managers shall provide the relevant information thereto.

25.19 The Trustee shall have all the obligations entrusted to it under the Rules and the Regulations respectively, the Trusts Act 1882, this Deed and Offering Document setting up the Unit Trust and any Administrative Plans thereof.

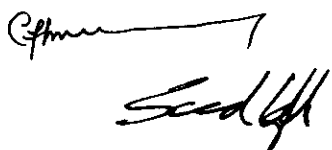
25.20 The Trustee shall call a meeting of the Unit Holders in such manner specified by the Commission through circular:

- a. whenever required to do so by the Commission in the interest of the Unit Holders; or
- b. whenever required to do so as per the requirements of the Regulations;

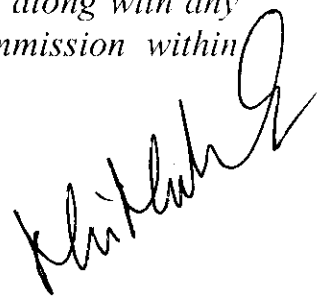
and for this purpose the following requirements shall be ensured by the Trustee for convening the said meeting of the Unit Holders:

- i. notice of the meeting indicating time, place and purpose of the meeting shall be given to every Unit Holder of the Scheme at least seven working days prior to the meeting;
- ii. in case of meeting called for any specific purpose, statement of material facts and other pertinent information/documents shall be made available to the Unit Holders;
- iii. the Trustee shall attend every meeting of the Unit Holders and shall act as secretary to such meeting;
- iv. any resolution passed or consented in writing by the majority of Unit Holders representing at least three fourths in value of the total outstanding Units of the Scheme shall become binding except if such resolution is contrary to the Rules, the Regulations, the Constitutive Documents or the circulars and directives issued by the Commission; and
- v. the Trustee shall submit minutes of the meeting along with any resolution passed in the meeting to the Commission within seven working days of the meeting.

25.21 The Trustee shall not invest in the Scheme.







25.22 The Trustee shall obtain and maintain duplicate of all the records of the Register of the Unit Holders maintained by UBL Fund Managers or the Registrar and shall update the record on a fortnightly basis."

Under the heading "Bank Accounts"

Insertion of new clause 26

A new clause 26 is inserted and reads as under:

"26. BANK ACCOUNTS

- 26.1 UBL Fund Managers shall perform all banking activities through the Trustee of the Scheme.
- 26.2 UBL Fund Managers shall not open or close or arrange to open or close any account with a Bank, Broker or depository for the Scheme without the approval of its board of directors.
- 26.3 UBL Fund Managers shall exercise due caution and diligence in appointing and arranging of such Bank, brokerage houses and Custodian/ sub-custodian in offshore countries mentioned in this Deed. For the purpose of making such arrangements in offshore countries, UBL Fund Managers may retain the services of advisors and professionals to ensure legal and regulatory compliance on part of UBL Fund Managers and the Trustee, as provided in this Deed. However the cost of advisors and professionals shall not be charged to the Scheme.
- 26.4 The Trustee shall, if requested by UBL Fund Managers, open Bank Accounts titled "CDC - Trustee UBL Growth & Income Fund" in foreign countries where investments are made on account of the Fund, if such investments necessitate opening and operation of Bank Accounts by the Trustee. For this purpose, the Trustee shall be deemed to be authorized to sign and submit the prescribed account opening forms of such Banks. The opening, operation and maintenance of such Bank Accounts in foreign countries shall always be subject to the approval of the SBP and the Commission and the exchange control regulations, as well as any directives of the SBP and the Commission. Any such proposal by UBL Fund Managers shall be submitted to the Commission and SBP with the prior consent of the Trustee. While opening and operating any type of account and/or making investments in offshore countries on the instructions of UBL Fund Managers, if the Trustee is required to provide any indemnities to offshore parties then Trustee and the Fund would be counter indemnified by UBL Fund Managers to such extent.


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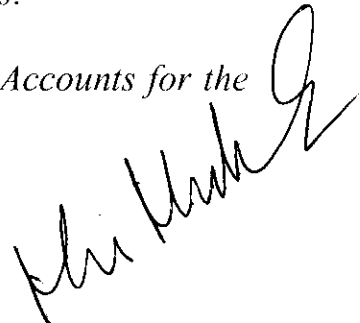
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- 26.5 The Trustee, at the request of UBL Fund Managers shall open Bank Accounts titled "CDC-Trustee UBL Growth and Income Fund" for the Scheme at designated Bank(s) for collection, investment, redemption or any other use of the Scheme's funds.
- 26.6 The Trustee shall open additional Bank Account(s) titled "CDC Trustee UBL Growth and Income 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 authorities in Pakistan, including the State Bank of Pakistan) as may be reasonably required by UBL Fund Managers from time to time. Such accounts shall be used as collection and redemption accounts for investment in the Unit Trusts. UBL Fund Managers shall issue timely instructions to the Trustee 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 Holders for redemption purposes.
- 26.7 UBL Fund Managers may require the Trustee to open separate Bank Accounts for the Scheme to facilitate investments on account of the Trust and the receipt, tracking and reconciliation of income or other receipts relating to the investments. This account may also be used to facilitate redemptions and other Trust related (ancillary) transactions.
- 26.8 The Trustee shall, if requested by UBL Fund Managers at its discretion also open a separate Bank Account titled "CDC - Trustee UBL Funds" at bank(s) designated by UBL Fund Managers. These account(s) shall be temporary allocation account(s), where collections received on account of subscription of Units by investors of various unit trusts and the Administrative Plans that are managed by UBL Fund Managers as the management company shall be held prior to their being allocated and transferred to pertinent unit trust(s) for investments in accordance with the decisions of the investors. Such account(s) may also be used for redemption purposes where funds are transferred prior to the payment of the redemption proceeds to the Unit Holder(s).
- 26.9 UBL Fund Managers may also require the Trustee to open a separate Bank Account for each dividend distribution out of the Scheme.
- 26.10 Notwithstanding anything in this Deed, the beneficial ownership of the balances in the Accounts shall vest in the Unit Holders.
- 26.11 All bank charges for opening and maintaining Bank Accounts for the Trust shall be charged to the Scheme.









26.12 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 Holders and shall be transferred periodically from the Distribution Account(s) to the main Bank Account of the Scheme.

26.13 The rating of any Bank or DFI with which funds of the Scheme are placed shall not be lower than investment grade or such other rating as specified by the Commission.

26.14 The rating of any NBFC or Modaraba with which funds of the Scheme are placed shall not be lower than investment grade or such other rating as specified by the Commission."

28. Under the heading "Change of Trustee"

28.1 Amendment and renumbering of clause 18

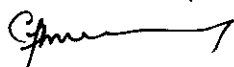
The existing clause 18 is hereby renumbered as clause 27 and is amended to now read as under:

"27. CHANGE OF TRUSTEE

27.1 The Trustee may subject to prior approval of the Commission and under intimation to UBL Fund Managers, retire from its office on appointment of a new trustee and the retirement shall take effect at the same time as the new trustee is appointed or from the date of assumption of assets of the Fund by the new appointed trustee, whichever is later. In the event of the Trustee desiring to retire, UBL Fund Managers shall within a period of ninety (90) days with the prior written approval of the Commission by a Supplemental Trust Deed under the seal of UBL Fund Managers and the Trustees (both incoming and outgoing Trustee), appoint a new trustee under the provisions of the Rules and Regulations in place of the retiring Trustee and also provide in such deed for the automatic vesting of all the assets of the Trust in the name of the new trustee.

27.2 UBL Fund Managers may by giving reasons in writing, apply to the commission for change of the Trustee and propose a new trustee. The Commission, if satisfied by the reasons given by UBL Fund Managers and after providing an opportunity of hearing to the Trustee, approve the removal of the existing and the appointment of a new trustee.

27.3 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 Fund Property and any amount deposited in any Distribution Account to the new trustee and make payments to the new trustee of all sums due from the Trustee.



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27.4 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.

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

27.6 Furthermore, UBL Fund Managers may immediately upon the issuance of notice of removal of Trustee 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.

27.7 The auditors so appointed shall be other than the existing Auditors of the Fund, UBL Fund Managers and the Trustee.

27.8 The Auditors shall have the same scope as that for the annual audit, or such other enhanced scope as may be specified by UBL Fund Managers or the Commission.

27.9 The Auditor shall submit the report for the audit to UBL Fund Managers not later than thirty (30) Business Days from their appointment. A copy of the report shall also be provided to Commission, out-going Trustee and the new trustee.

27.10 The cost of such audit shall be shared equally by the ~~out-going~~ Trustee, the new trustee and the Fund."

29. Under the heading "Change of the UBL Funds"

29.1 Amendment and Renumbering of clause 19

The existing clause 19 is hereby renumbered as clause 28 and is amended to now read as under:

"28. CHANGE OF MANAGEMENT COMPANY

28.1 The Commission may either on its own or on the recommendation of the Trustee remove UBL Fund Managers, by giving at least ninety (90) days notice in writing for sub-clause (a) hereunder and immediate notice for sub-clause (b), (c) and (d) to UBL Fund Managers, if any of the following have occurred:

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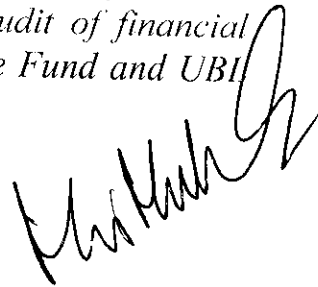
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- a. UBL Fund Managers has willfully contravened the provisions of this Deed in any material respect and has failed to rectify the contravention within a reasonable period after the contravention has been brought to its notice;
- b. UBL Fund Managers goes into liquidation (other than voluntary liquidation on terms previously agreed to with the Trustee for purpose of reconstruction and amalgamation);
- c. A receiver is appointed over any of the assets of UBL Fund Managers; or
- d. If UBL Fund Managers becomes ineligible to act as a management company of the Trust under the provisions of the Regulations or any other law for the time being in force.
- 28.2 UBL Fund Managers may voluntarily retire at any time with the prior written consent of the Commission and after giving a prior notice of three (3) months to the Trustee and the Commission.
- 28.3 The removal of UBL Fund Managers and appointment of a new management company shall always require the prior approval of the SECP and the intimation of the same to the Trustee.
- 28.4 If the SECP has cancelled the licence of UBL Fund Managers under the provisions of the Rules and the Ordinance, the SECP or the Trustee, if authorized by the SECP, shall appoint another asset management company as the management company for the Scheme according to the provisions of the Constitutive Documents, the Ordinance, the Rules and the Regulations.
- 28.5 Upon a new management company being appointed UBL Fund Managers will take immediate steps to deliver all the documents and records pertaining to the Trust to the new management company and shall pay all sums due to the Trustee.
- 28.6 Upon its appointment the new management company shall exercise all the powers and enjoy all 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.
- 28.7 Furthermore, the Trustee shall immediately upon the issuance of notice of removal of UBL Fund Managers appoint auditors with the consent of SECP from amongst the panel of auditors designated as "A" category by State Bank of Pakistan for the audit of financial institutions. The cost of audit shall be charged to the Fund and UBL Fund Managers.









28.8 The Auditors so appointed shall be other than the existing auditors of the Scheme, UBL Fund Managers and the Trustee.

28.9 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 SECP.

28.10 The Auditors shall submit the report for the audit to the Trustee not later than thirty (30) Business Days from their appointment. A copy of the report shall also be provided to SECP, outgoing management company and the new management company.

28.11 The cost of audit shall be shared equally by the outgoing management company, the new management company, and the Fund.

28.12 Upon retirement or removal, UBL Fund Managers shall be entitled to receive its remuneration accrued up to the date of retirement or removal, subject to the condition that the Auditors have submitted their report to this effect."

Under the heading "Units"

Amendment and Renumbering of clause 20

The existing clause 20 is hereby renumbered as clause 29 and is now amended to read as under:

"29. UNITS

29.1 UBL Fund Managers may issue any of the following classes of Units:

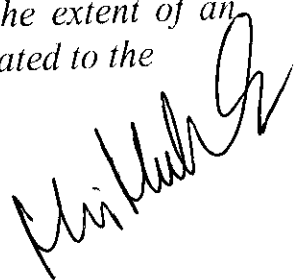
- a. Growth Units to individuals, corporate bodies, institutions, trusts, funds and others that shall be charged with Back-End Load up to a maximum amount as specified in the Offering Document, subject to the provisions of clause 29.2 and 29.3 below;
- b. Income Units to individuals, corporate bodies, institutions, trusts, funds and others that shall be charged with a flat Front-End Load subject to the provisions of clause 29.2 and 29.3 below;
- c. Restricted Units to seed capital investors that shall be charged with no Back-end Load or Front-end Load.

29.2 Restricted 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 UBL Fund Managers and intimated to the









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Trustee. Restricted Units shall not be redeemable or transferable for a period of two years from the date of such subscription. 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. Growth Units and Income Units shall be issued after the Initial Period for the Offer Price to be determined from time to time pursuant to this Deed. Growth Units and Income units would be classified depending upon the Front end Load they carry. Units with a Back-End Load will be classified as Growth Units and Units with a Front-End Load will be classified as Income Units. The procedure for transfer of Growth Units and Income Units will be specified in the Offering Document. UBL Fund Managers may also, with the consent of the Trustee, impose separate eligibility requirements for the purpose of Holders acquiring the various classes of Units.

29.3 UBL Fund Managers may issue additional class(es) of Units with such attached rights and conditions as determined from time to time pursuant to the provisions of this Deed and subject to the consent of the Trustee and the approval of the Commission. The description, rights and conditions applicable to such offer of Units shall be stated in the Supplementary Offering Document(s) with the approval of the Commission. UBL Fund Managers may also issue Units pursuant to different Administrative Plans under distinct administrative arrangements with differing levels of Back-end Load or Front-end Load, as the case may be, which may also vary according to other criteria as provided in the Offering Document or the Supplementary Offering Document.

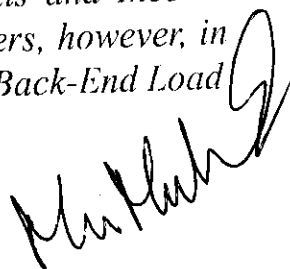
29.4 UBL Fund Managers may allow a Unit Holder to convert Units held by him in the Scheme into units of another scheme managed by UBL Fund Managers subject to such terms and conditions as set forth by UBL Fund Managers and approved by the Trustee.

29.5 By a Supplemental Trust Deed UBL Fund Managers 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. UBL Fund Managers shall require in such notice that each Holder to whom Certificates have been issued (who shall be bound accordingly) deliver up his Certificates for endorsement or enfacement with the number of Units to be represented thereby as a result of such sub-division or consolidation; provided that any delay or failure to deliver up the Certificates shall not delay or otherwise affect any such sub-division or consolidation. Such information shall be published in at least two newspapers, one in English and one in Urdu, circulating in Pakistan.

29.6 Applicable Back-End Load in respect of Growth Units and Income Units may vary at the discretion of UBL Fund Managers, however, in order to encourage investment by individuals, a lower Back-End Load







would be applicable to Growth Units as compared to Income Units. At least fifteen (15) days prior notice will be given for the change of the Front end Load by way of publication in at least one English and one Urdu widely circulated newspaper. In order to protect the interest of the long term investors, UBL Fund Managers will structure a stepped down Back-End Load, declining with the increase in the investment period. Hence for long term investors UBL Fund Managers will be charging lower amount to recover the distribution and other marketing expenses incurred.

29.7 Regardless of various classes of Units, all Units and fractions thereof represent an undivided share in the Scheme ranking *pari passu*, including as to the rights of the Unit Holders in the Net Assets, earnings and distributions and each Unit Holder has a beneficial interest in the Scheme proportionate to the Units held by him."

30.2 Insertion of new clause 29.8

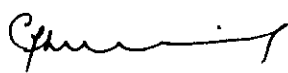
A new clause 29.8 is inserted and reads as under:

"29.8 The Unit Holder may opt to invest in the fund through Systematic Investment Plan (SIP) facility/Systematic Investments. This facility allows unit-holders to invest predetermined amounts in the fund at predefined intervals. The Unit holder may systematically invest in the fund monthly, quarterly, semi-annually, annually. The investment amount and the frequency of investment shall be specified by the unit holder in the Application Form for Purchase of Units. Any Unit holder can avail this facility subject to the terms and conditions as specified in the Offering Document of the Fund."

30.3 Insertion of new clause 29.9

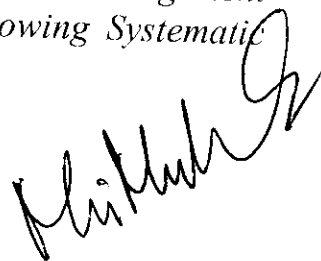
A new clause 29.9 is inserted and reads as under:

"29.9 The Management Company may offer Systematic Withdrawal Plan (SWP) facility/Systematic Withdrawals to Unit Holders), which gives them flexibility to withdraw certain amount from their investments in the fund at pre-defined intervals (i.e. monthly, quarterly, semi-annually, annually). The withdrawal amount, frequency of withdrawal, and the systematic withdrawal option shall be specified by the unit holder in the Application Form for Purchase of Units. The Management Company may offer both or any of the following Systematic Withdrawal options to unit holders:









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- a. **Fixed Withdrawal Option:** In case of fixed withdrawal option, the unit-holder will have the option to redeem fixed amount from the fund at pre defined intervals (i.e. monthly, quarterly, semi-annually, annually). The periodic redemption amount and its frequency shall be specified by the unit holder in the Application Form for Purchase of Units. In case of fixed withdrawal option, the capital invested may deplete in case sufficient returns are not earned to cover the amount of relevant interval payment required by the Unit Holder.
- b. **Regular Profit Option:** In case of regular profit option, the unit-holder will have the option to redeem the profit amount equal to periodic appreciation in the NAV of the fund at pre defined intervals (i.e. monthly, quarterly, semi-annually, annually).

Any Unit Holder can avail this facility subject to the terms and conditions as specified in the Offering Document of the Fund."

Insertion of new clause 29.10

A new clause 29.10 is inserted and reads as under:

"29.10 The Management Company may offer Systematic Conversion Plan (SCP) facility/Systematic conversion to Unit Holders, wherein, Unit-Holders can opt to convert certain amount from the fund to any other fund(s) offered by the Management Company, at predefined intervals (i.e. monthly, quarterly, semi-annually, annually). The conversion amount, frequency of conversion, and the systematic conversion option shall be specified by the unit holder in the Application Form for Purchase of Units. The Management Company may offer both or any of the following Systematic conversion options to unit holders:

- a. **Fixed Conversion Option:** Under the fixed conversion option, the unit holder can opt to convert fixed amount from the fund into another fund offered by the Management Company and having same Trustee at predefined intervals (i.e. monthly, quarterly, semi-annually, annually).
- b. **Regular Conversion Option:** Under the regular conversion option, the unit holder can opt to convert the profit amount of the fund equal to periodic appreciation of the NAV of the fund to another fund offered by the Management Company and having same Trustee, at predefined intervals (i.e. monthly, quarterly, semi-annually, annually).

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Any Unit Holder can avail this facility subject to the terms and conditions as specified in the Offering Document of the Fund."

31. Under the heading "Issue of Units"

31.1 Amendment and Renumbering of clause 21

The existing clause 21 is hereby renumbered as clause 30 and is amended to now read as under:

"30. ISSUE OF UNITS

30.1 UBL Fund Managers shall be responsible for obtaining all requisite consents and approvals for the purchase and issue of Units and for the issue, publication or circulation of the Offering Document.

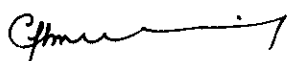
30.2 The Units shall be offered through UBL Fund Managers and the Authorized Branches of the Distributor on all Subscription Days.

30.3 Application for purchase of Units of the Scheme shall be made by completing the prescribed purchase of Units application form and submitting it to the Authorized Branches of the Distribution Company or to UBL Fund Managers together with the payment by cheque, bank draft, pay order, as specified by UBL Fund Managers, in favour of the **CDC Trustee UBL Growth and Income Fund or CDC Trustee UBL Funds** and crossed "**Account Payee only**". The pertinent forms shall be submitted prior to the cut-off timings specified by UBL Fund Managers in the Offering Document, on Business Days.

30.4 Each Unit Holder shall only be liable to pay the Offer Price of the Units subscribed by him together with a sum sufficient in the opinion of UBL Fund Managers 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 up to two decimal points, only against receipt of full payment of the Purchase Price.

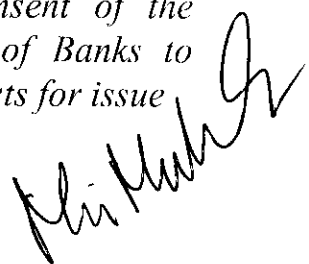
30.5 The Management Company may, under intimation to the Trustee, make arrangements to receive applications to issue Units through electronic, on-line IVR (Interactive Voice Response) or other means.

30.6 The Management Company may, with the consent of the Trustee, make arrangements through branches of Banks to facilitate the issue and redemption of Units. Requests for issue









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or redemption of Units may be accepted through the ATM only when the relevant bank branches have been instructed by the Management Company, with the prior consent of the Trustee and with the approval of the Commission, to accept requests to purchase or redeem Units through such facilities."

32. Under the heading "Remuneration of Distribution Company"

32.1 Deleting of clause 22

The existing clause 22 is hereby deleted.

33. Under the heading "Redemption of Units"

33.1 Amendment and Renumbering of clause 23

The existing clause 23 is hereby renumbered as clause 31 and is amended to now read as under:

"31. REDEMPTION OF UNITS

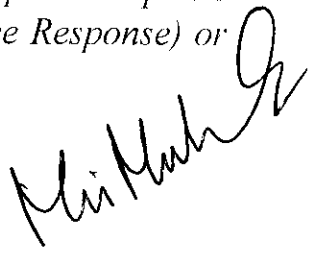
31.1 *The Trustee shall at any time during the life of the Trust, on the instructions of UBL Fund Managers, authorize redemption of Units out of the Trust Property through the Distributors and directly through UBL Fund Managers.*

31.2 *An application for redemption of Units shall be made by completing the Redemption of Units Form and submitting it at the Authorized Branch or office of the Distributor or UBL Fund Managers on a Business Day, prior to the cut-off timings specified by UBL Fund Managers in the Offering Document. No person shall be entitled to redeem only part of the Units comprised in a Certificate; provided, that in case where a Certificate is not issued any number of Units may be redeemed by the Unit Holders thereof. The relevant Certificate shall accompany the application for redemption of Units, if issued. In case of application for redemption by Joint Unit Holders such application should be signed by signatories as per their specimen signatures provided at the time of opening of the account.*

The Management Company may, under intimation to the Trustee, make arrangements to accept redemption requests through electronic, on-line IVR (Interactive Voice Response) or other means.





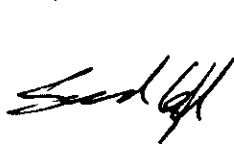




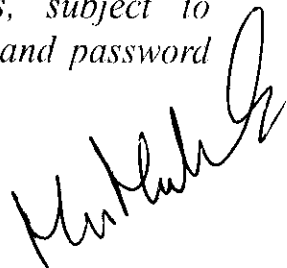
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- 31.3 The Trustee may in its discretion dispense with the production of any Certificate that shall have become lost, stolen or destroyed upon compliance by the Unit Holder(s) with the like requirements to those arising in the case of an application by him for the replacement thereof and verification of the same from the records.
- 31.4 UBL Fund Managers shall announce the Redemption Price on a daily basis. The Redemption Price at which Units shall be redeemed shall be the price fixed by UBL Fund Managers under the terms of this Deed. However, in the event Clause 12 hereunder comes into application, the redemption value shall be determined in accordance with the procedure laid out in Clause 12.
- 31.5 The amount payable on redemption may be paid to the Unit Holders by transfer to the Unit Holder's designated bank account as mentioned in the purchase of Units form prescribed in the Offering Document or through a crossed cheque or demand draft or pay order, in favour of the Unit Holder's registered name and such payment(s) shall be sent at the Unit Holder's or first-named joint Unit Holder's address provided by him/her in the Redemption of Units Form.
- 31.6 The receipt of the Unit Holders for any money payable in respect of the Units shall be a good discharge to the Trustee. In case of joint Unit Holders, the receipt of payment by the first Holder shall be a good discharge from all the joint Unit Holders.
- 31.7 Application for redemption of Units will be received at the Authorized Branches of the Distributor and UBL Fund Managers on all Business Days. Where redemption requests on any one Business Day exceed ten percent of the total number of Units outstanding, such redemption requests in excess of ten percent may be deferred in accordance with the procedure elaborated in Clause 12 hereof.
- 31.8 The Registrar shall verify the particulars given in the application for redemption of Units. The signature of any Unit Holder or joint Unit 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 the Transfer Agent, a Broker or other responsible person or otherwise authenticated to the reasonable satisfaction of the Registrar. In case of submission of electronic on-line redemptions, subject to intimation of the Trustee, the Holder's user ID and password will authenticate his identity.









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- 31.9 The maximum interval between the receipt of a properly documented request for redemption of Units and payment of Redemption Price to such Unit Holder(s) shall be six (06) Business Days, subject to Clause 12 hereof, unless otherwise prescribed by the Regulations.
- 31.10 UBL Fund Managers shall not specifically use flipping mechanism (i.e. redemption and re-issuance of Units to the same Unit Holders based on different NAV without cash settlement).
- 31.11 UBL Fund Managers, on behalf of the Scheme, shall not at any time net-off any investment of the Scheme against the investment in the Scheme by Unit Holder(s).
- 31.12 UBL Fund Managers, on behalf of the Scheme, shall not at any time rollover the investments, if in the opinion of the Trustee, the Scheme would not be able to issue the payment (instrument) for the redemption proceeds to the Unit Holder(s) within time period stipulated in the Regulations.
- 31.13 UBL Fund Managers shall formally forward all redemption requests, duly timed, dated and stamped, to the Trustee within twenty four (24) hours of receipt of any such request.
- 31.14 UBL Fund Managers shall ensure that all valid redemption requests are paid based on ranking of the request in queue."

Under the heading "Issue of Units Outside Pakistan"

4.1 Amendment and Renumbering of clause 24

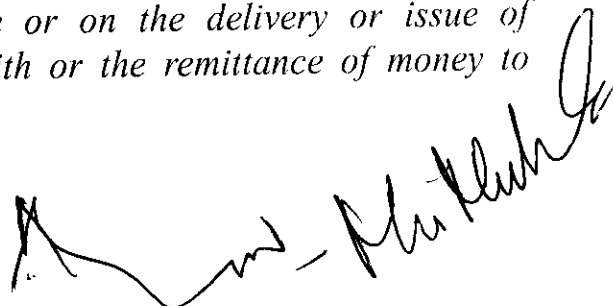
The existing clause 24 is hereby renumbered as clause 32 and is amended to now read as under:

"32. ISSUE AND REDEMPTION OF UNITS OUTSIDE PAKISTAN

- 32.1 Subject to foreign exchange control and other applicable laws, rules and regulations and to any permissions required to be obtained under law from any regulatory authority (including the SBP), in the event of arrangements being made by UBL Fund Managers for the issuance of Units for delivery in any foreign country, the price at which such Units may be issued may, at the discretion of UBL Fund Managers, include, in addition to the Offer Price, 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 on the delivery or issue of Certificates in connection therewith or the remittance of money to Pakistan.







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32.2 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 UBL Fund Managers, include, as a deduction to the Redemption Price, a further 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. It is clarified that the Offer Price and the Redemption Price shall be calculated and paid in the Base Currency and the Fund shall not carry any exchange risk. The relevant foreign investor shall invest at the exchange rate prevailing at that time and redemption and other payments to such investor shall be made by the Fund in the Base Currency, and such investor shall be responsible for converting such payments into United States Dollars or any other desired currency.

32.3 UBL Fund Managers shall arrange the remittance and / or fulfill any foreign exchange formalities at State Bank of Pakistan (SBP) through Trustee (if required). Furthermore, in case of any remittance is delayed or cannot be made due to unavailability of foreign currency from the State Bank of Pakistan and / or delay due to approval process at SBP, both management company and Trustee shall not be responsible for the same. The Fund shall not be liable for payment of any bank charges and other levies, if any in relation to issue and redemption of Units outside Pakistan."

Under the heading "Registration of Holders"

5.1 Amendment and Renumbering of clause 25

The existing clause 25 is hereby renumbered as clause 33 and is amended to now read as under:

"33. REGISTER OF UNIT HOLDERS

33.1 The Register shall be maintained (in physical or electronic form as may be decided by UBL Fund Managers in its discretion) by UBL Fund Managers or if appointed, by the Transfer Agent at such a place as is agreed by UBL Fund Managers. UBL Fund Managers shall ensure that the Transfer Agent shall comply with all relevant provisions of this Deed, the Rules and Regulations and inform the Commission and the Trustee of the address where the Register is kept.

33.2 UBL Fund Managers shall ensure that the Registrar 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

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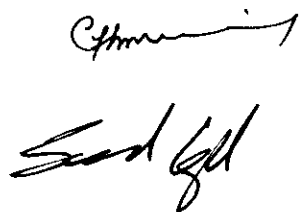
36
No. _____
Sub-Register No. _____
Address _____

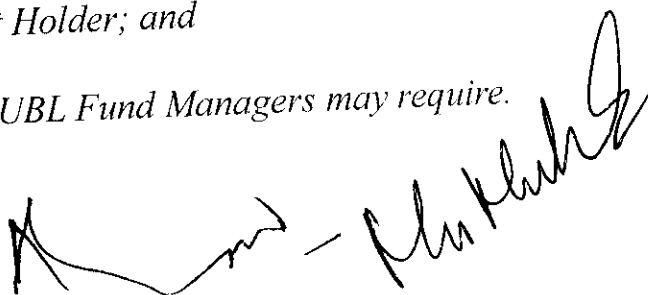
entries therein or alterations thereto and except when the Register is closed in accordance with the provisions of this Deed, the Register shall during business hours (subject to such restrictions as may be mentioned in the Offering Document and for a period of at least two hours in each Business Day) be open in legible form to the inspection of any Unit Holder without charge.

33.3 The Registrar shall, within seven Business 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 Unit Holder's account in the Register. UBL Fund Managers may prescribe reasonable charges for servicing of any additional requests.

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

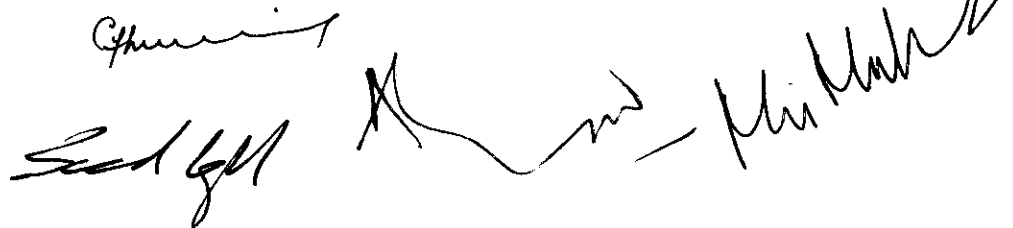
- a. Full names, father's/husband's name and addresses of each Holder and joint Unit Holder(s);
- b. Computerized National Identity Card (CNIC) Number (in respect of Pakistani nationals, Computerized National Identity Card for Overseas Pakistanis (CNICOP) Number (in respect of overseas Pakistanis), Pakistan Origin Card (POC) Number (in respect of overseas Pakistanis) or passport numbers or other identifying numbers (in respect of overseas Pakistanis and foreign nationals);
- c. Nationality;
- d. Number of Certificates held and the distinctive numbers of Certificate, if any;
- 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 Unit Holder, including National Tax Number, if any;
- k. Record of signature of Unit Holder; and
- l. Such other information as UBL Fund Managers may require.





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Sec. 2
addition

- 33.5 The Register shall be conclusive evidence as to the Units held by each Unit Holder.
- 33.6 Any change or update in the particulars of the Unit Holder shall forthwith be notified in writing to the Registrar, 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(s) previously issued to such Unit Holder(s) and the payment of the fee) shall alter the Register or cause it to be altered accordingly and in the case of a change of name shall, if requested, issue new Certificate(s) to such Unit Holder(s).
- 33.7 The Registrar shall not register more than four (04) 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 person(s) recognized by the Trustee as having any title to or interest in the Units held by the Joint Holders. Provided however, the Registrar or the Trustee may at their discretion request the survivors to provide succession certificates or other such mandate from a court or lawful authority, if they consider necessary.
- 33.8 The Register may be closed, in consultation with the Trustee, for such period as UBL Fund Managers may from time to time determine and after giving at least seven (7) calendar days prior notice to the Unit Holder(s); provided, that the Register shall not be closed for a period exceeding six (06) Business Days at a time and forty-five (45) days in any calendar year, unless otherwise specified by the Commission.
- 33.9 The Unit Holders shall be the only person to be recognized by the Trustee, UBL Fund Managers and the Registrar as having any right, title or interest in or to such Units and the Trustee, UBL Fund Managers and the Registrar may recognize the Unit Holders 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 to the execution of any trust except where required by any court of competent jurisdiction. However, UBL Fund Managers may authorize the Registrar to record a lien on any or all Units held by a Unit Holder in favor of a third party at the request of such Unit Holder or Joint Unit Holder, as the case may be.
- 33.10 The executor(s), administrator(s) or succession certificate holder(s) of deceased Unit Holder (not being one of several Joint Unit Holders) shall be the only person recognized by the Trustee and UBL Fund Managers as having title to the Units represented thereby. Upon the demise of a Unit Holder, the operation of such Unit Holder's account shall stand suspended till such time that the executor(s) administrator(s) or succession certificate holder(s), as the case may



be, of such Unit Holder(s), are identified to the satisfaction of the Trustee. Thereafter, the operation of such account shall be in accordance with the instructions of the executor(s), administrator(s) or succession certificate holder(s), as the case may be, subject to the conditions of the Constitutive Documents, Rules and the Regulations.

33.11 Any person becoming entitled to a Unit in consequence of the death or bankruptcy of any sole Unit Holder(s) or of the survivor of joint Unit Holders may subject as hereinafter provided upon producing such evidence as to his title as the Trustee shall think sufficient either be registered himself as Unit Holder of such Unit upon giving the Trustee/Distributor such notice in writing of his desire or transfer such Unit to some other person. All the limitations, restrictions and provisions of this Deed relating to transfer shall be applicable to any such notice or transfer as if the death or bankruptcy had not occurred and such notice or transfer was a transfer executed by the Unit Holders. Provided however, UBL Fund Managers or the Trustee may at their discretion request the survivors to provide succession certificates or other such mandate from a court or lawful authority, if they consider necessary.

33.12 The Trustee shall retain any moneys payable in respect of any Unit of which any person is, under the provisions as to the transmission of Units hereinbefore contained, entitled to be registered as the Unit Holder(s) 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."

Under the heading "Account Statement"

1 Insertion of new clause 34

A new clause 34 is inserted and reads as under:

"34. ACCOUNT STATEMENT

34.1 Units shall be issued in registered, un-certificated form and shall be confirmed to investors by means of an Account Statement issued by UBL Fund Managers or the Transfer Agent in printed form for such period as may be determined by UBL Fund Managers from time to time.

34.2 Upon confirmation that the Offer Price for each Unit has been received in full from the applicant, the Transfer Agent shall record the same in accordance with clause 34.3 and issue to this effect an Account Statement in accordance with Clause 34.4 shall constitute evidence of the number of Units registered in the name of the Holder.

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34.3 The Transfer Agent shall record directly for each Unit Holder in the Account Statement each time there is a transaction in the Units:

- a. issued/ subscribed;
- b. redeemed;
- c. transferred in favor of third person;
- d. transferred from third person in favour of the Unit Holder;
- e. consolidated/ split;
- f. Bonus Units;
- g. additional Units that are issued against re-investment of dividend;
- h. date of maturity of investments; and
- i. such other information as is required under the Rules or the Regulations or determined by UBL Fund Managers.

34.4 UBL Fund Managers shall send, within fifteen Business Days after close of an Accounting Period or at least every quarter as well as at such other period as determined by UBL Fund Managers, an Account Statement containing information mentioned in sub-clause 34.3 above for such period.

34.5 UBL Fund Managers may, in the interest of Holders, send a transaction confirmation statement notifying each Holder of any activity in his/her account. The form, content and frequency of such statement shall be determined by UBL Fund Managers in its discretion.

34.6 The Unit Holder at any time, on an application, by physical or electronic means, shall be entitled to receive proof of any transaction related to his account. UBL Fund Managers may prescribe reasonable Duties and Charges for servicing any additional requests."

Under the heading "Issuance of Certificates"

Amendment and Renumbering of clause 26

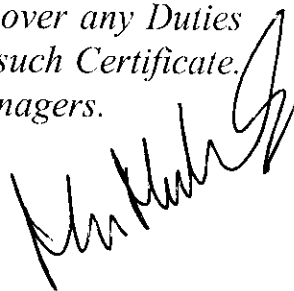
The existing clause 26 is hereby renumbered as clause 35 and is amended to now read as under:

"35. ISSUANCE OF CERTIFICATES

35.1 Certificates shall be issued only if so requested by the Unit Holders at the time of application or at any later stage (save in the case of Units issued under certain administrative arrangements that exclude issuance of certificates) and upon payment of a fee of Rupees Twenty Five (25) per Certificate of any denomination, subject to revision of fee from time to time by UBL Fund Managers together with a sum sufficient in the opinion of UBL Fund Managers to cover any Duties and Charges payable in connection with the issue of such Certificate. The proceeds of such fee will accrue to UBL Fund Managers.







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No. _____
Sub-Row _____
Addar Tower, 1st Floor

35.2 Certificates shall only be issued for Units that have been fully paid, in such denominations as may be required by the Unit Holders. Separate Certificates may be issued for each class of Units.

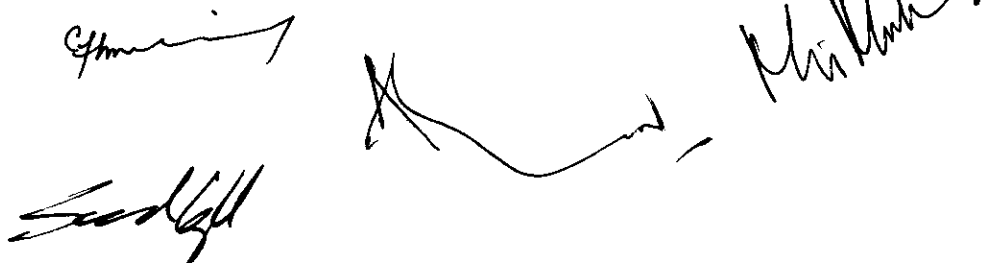
35.3 Where requested, Certificates shall be issued as herein provided not later than fifteen (15) Business Days after the date of such request. The Certificate may be sent to the principal account holder at his registered office by registered post or by courier service or may be collected by the Unit Holder(s) from the Distributor and their Authorized Branches as well or from UBL Fund Managers if it is performing the Distribution Functions.

35.4 In the case of Units held jointly, the Registrar shall not issue more than one Certificate for the Units held by such joint Unit Holders and delivery of such Certificate to the principal account Holder named first therein shall constitute sufficient delivery to all joint Unit Holders.

35.5 Certificates shall be issued in such form as may from time to time be agreed between UBL Fund Managers and the Trustee. A Certificate shall be dated, shall bear the name of the Scheme, name and address of UBL Fund Managers and the name of the Trustee, shall bear a distinctive serial number, the class of Units (if any) and shall specify the number of Units represented thereby and the name and address of the Unit Holders as appearing in the Register.

35.6 Certificates may be engraved or lithographed or printed as UBL Fund Managers may determine from time to time with the mutual agreement of the Trustee and shall be signed on behalf of the Trustee by a duly authorized officer(s) of the Trustee and on behalf of UBL Fund Managers by a duly authorized officer(s) of UBL Fund Managers. 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(s) of the Registrar, which shall always be autographic. No Certificate shall be of any force or effect until it has UBL Fund Managers stamp and common seal. Certificate so signed shall be valid and binding notwithstanding that before the date of delivery thereof the Trustee or UBL Fund Managers or the Registrar or any person whose signature appears thereon as a duly authorized signatory may have ceased to be the Trustee, UBL Fund Managers, Registrar, Distributor or an authorized signatory."

Under the heading "Replacement of Certificates"



Amendment and Renumbering of clause 27

The existing clause 27 is hereby renumbered as clause 36 and is amended to now read as under:

"36. REPLACEMENT OF CERTIFICATES

- 36.1 *Subject to the provisions of this Deed and in particular to the limitations of the denominations of Certificates as may be fixed by UBL Fund Managers and subject to any regulations from time to time made by the Trustee with the approval of UBL Fund Managers every Unit Holders 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.*
- 36.2 *In case any Certificate shall be lost, stolen, mutilated, defaced or destroyed, the Registrar with the approval of UBL Fund Managers may issue to the person entitled new Certificate in lieu thereof. No such new Certificate shall be issued unless the applicant shall previously have:*
- a. *Returned the mutilated or defaced Certificate or furnished to the Distributor/Registrar evidence satisfactory to UBL Fund Managers of the loss, theft or destruction of the original Certificate;*
 - b. *Paid all expenses incurred in connection with the investigation of the facts;*
 - c. *In the case of joint Unit Holders, obtained the written consent of the joint Unit Holders for issuance of such new certificates; and*
 - d. *Furnished such indemnity as UBL Fund Managers and the Trustee may require. Neither UBL Fund Managers nor the Trustee or the Distributor/ Registrar shall incur any liability for any action that they may take in good faith under the provision of this sub-clause; provided, further, that the Trustee and/or UBL Fund Managers may also require issuance of public notices in newspapers at the cost of the pertinent Unit Holder before issuing any new Certificate.*
- 36.3 *Before the issuing of any Certificate under the provision of this sub-clause the Distributor/Registrar may require from the applicant for the Certificate the payment to it of a fee of twenty five (25) Rupees for each Certificate, subject to revision of fee from time to time by UBL Fund Managers together with a sum sufficient in the opinion of UBL Fund Managers to cover any Duties and Charges payable in connection with the issue of such Certificate.*

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Said

[Signature]

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36.4 Upon completion of all formalities and notice period i.e. twenty one (21) days and if no objection/claim has been received on issuance of the Certificates, the Registrar shall issue Certificate within seven (07) Business Days."

9. Under the heading "Transfer of Units"

9.1 Amendment and Renumbering of clause 28

The existing clause 28 is hereby renumbered as clause 37.

9.2 Amendment of existing clause 28.1 (renumbered as 37.1)

The existing clause 28.1 (renumbered as 37.1) is amended to read as under:

"37.1 Every Unit Holder shall be entitled to transfer the Units held by him by the Transfer Form."

9.3 Amendment of existing clause 28.3 (renumbered as 37.3)

The existing clause 28.3 (renumbered as 37.3) is amended to read as under:

"37.3 The Transfer Form must be signed by both the transferor and the transferee and the transferor shall be deemed to remain the Holder of the Units transferred until the name of the transferee is entered in the Register in respect thereof."

9.4 Amendment of existing clause 28.4 (renumbered as 37.4)

The existing clause 28.4 (renumbered as 37.4) is amended to read as under:

"37.4 The Transfer Form must be duly completed in all respects including affixation or payment of transfer stamps or payment of stamp duty, if any, of the requisite value. Where Certificates have been issued the Trustee may dispense with the production of any Certificate where the Certificate shall have become lost, stolen or destroyed subject to compliance by the transferor with the like requirements to those arising in the case of an application by him for the replacement thereof as provided in this Deed."

9.5 Amendment of existing clause 28.5 (renumbered as 37.5)

The existing clause 28.5 (renumbered as 37.5) is amended to read as under:

"37.5 All Transfer Forms shall be retained by the Distribution Company and a copy shall be supplied to the Transfer Agent if required by UBL Fund Managers."

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Sub-Registrar
Addar Town, Lahore

[Signatures]
Seed 6/11

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Sub-Registrar
Adder Town, Lahore

Amendment of existing clause 28.6 (renumbered as 37.6)

The existing clause 28.6 (renumbered as 37.6) is amended to read as under:

"37.6 The Registrar with the prior approval of UBL UBL Fund Managers and the Trustee 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 expiration of ten 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 or ten (10) years from the date of creation of such record, whichever is later, 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 or ten (10) years from the date of creation of such record, whichever is later. The Trustee or UBL Fund Managers or the Distribution Company or Registrar shall be under no liability whatsoever in consequence thereof and it shall conclusively be presumed in favor of the Trustee or UBL Fund Managers or the Distribution Company or Registrar that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered by the Trustee or UBL Fund Managers or the Distribution Company or Registrar and that every Certificate so destroyed was a valid Certificate duly and properly cancelled, provided always that:

- a. 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 thereto) to which the document may be relevant;*
- b. Nothing in this sub-clause shall be construed as imposing upon the Trustee or UBL Fund Managers or the Distributor or Registrar any liability in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of proviso (a) above are not fulfilled; and*
- c. Reference herein to the destruction of any document includes reference to the disposal thereof in any manner."*

Under the heading "Pledge/Lien of Units"

Insertion of new clause 38

"38. PLEDGE/LIEN OF UNITS

38.1 *Any Unit Holder /joint Holder(s) may pledge or place a charge/lien on all or any of his/their Units as security for any debt to any third party and request the Transfer Agent to record a pledge/charge/lien on all or any of his/their Units in favor of any third party, legally entitled*

[Signatures]

to invest in such Units in its own rights. The Transfer Agent shall take a note of the pledge/charge/lien in his record, whether the Certificate has been issued or not, provided sufficient evidence of pledge to the satisfaction of UBL Fund Managers and the Transfer Agent along with a joint request from the Unit Holder and the pledgee is submitted physically on the purchase form, as given in the Offering Document. None of these parties, the Trustee, UBL Fund Managers, or the Transfer Agent, shall be liable for ensuring the validity of any such pledge/charge/lien. The disbursement of any loan against the constitution of such pledge/charge/lien shall be at the entire discretion of the lender and the Trustee UBL Fund Managers and the Transfer Agent shall not be responsible in this matter.

38.2 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 in accordance with the relevant provisions of this Deed; provided, that the dividends to be declared on the pledged Units shall only be distributed in the form of Bonus Units. Any Bonus Units that the pledged units are entitled to shall be issued in favor/to the order of the Unit holder free from pledge or lien.

38.3 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 a competent court and the Trustee, UBL Fund Managers and the Transfer Agent shall not be liable for ensuring the validity of any such pledge/charge/lien."

Under the heading "Audit"

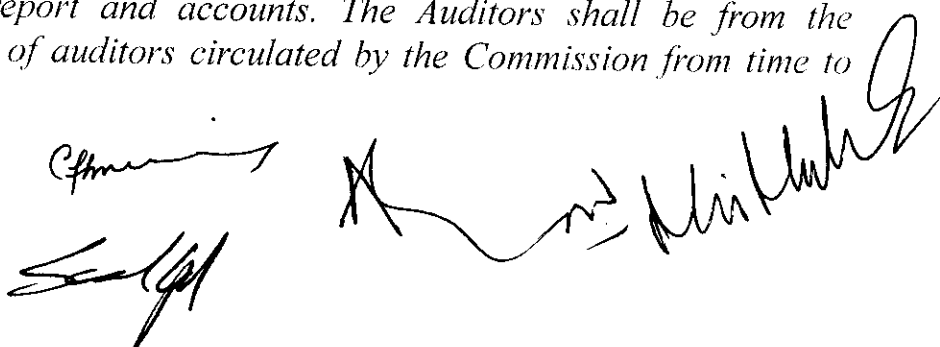
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No. _____
Sub-Registered
Addar Town, K.A. A.

Amendment and Renumbering of clause 29

The existing clause 29 is hereby renumbered as clause 39 and is amended to now read as under:

"39. AUDIT

39.1 UBL Fund Managers shall appoint an Auditor, with the consent of the Trustee, who shall be independent of the Auditor of UBL Fund Managers and the Trustee and such Auditor shall not be appointed for more than five (05) consecutive years. . Thereafter, the Auditor shall only be eligible for appointment after the lapse of at least one (01) year. UBL Fund Managers may at any time, with the concurrence of the Trustee, remove the Auditor and appoint another Auditor in its place. The appointment of the Auditors shall be as per the provisions of the Regulations. The Auditors shall hold office until transmission of the annual report and accounts. The Auditors shall be from the approved list of auditors circulated by the Commission from time to time.



39.2 The following persons shall not qualify to be the Auditors of the Trust:

- a. A person who is or at any time during the preceding three years was a director, officer or employee of UBL Fund Managers or the Trustee.
- b. A person who is a partner of, or in employment of, a director, officer, employee, or Connected Person of UBL Fund Managers or Trustee.
- c. The spouse of a director of UBL Fund Managers or Trustee.
- d. A person who is indebted to UBL Fund Managers or Trustee; and
- e. A body corporate.

No. 36
Sub-Registrar
Addar Town, Kathmandu

39.3 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.

39.4 The Auditor shall have access to the books, paper, accounts and vouchers of the Trust, whether kept at the office of UBL Fund Managers, Trustee, Sub-Custodian and Distribution Company or elsewhere and shall be entitled to require from UBL Fund Managers, Trustee and their directors, officers and agents such information and explanations as considered necessary for the performance of audit.

39.5 The Auditor shall prepare a written report to the Unit Holders on the books of accounts of the Trust and the balance sheet and income and expenditure account and on every other document forming part of the balance sheet and income and expenditure account, including notes, statement or schedule appended thereto.

39.6 The Trustee shall be entitled to require the Auditors to provide such further reports as may be agreed between the Trustee and UBL Fund Managers as may be considered necessary to facilitate the Trustee in issuing the certification required under the Rules and the Regulations.

39.7 The contents of the Auditor's report shall be as required in the Rules and Regulations."

Under the heading "Distribution of Liquidation Proceeds"

Deletion of clause 30

The existing clause 30 is hereby deleted.

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Under the heading "Confidentiality"

Amendment and Renumbering of clause 31

The existing clause 31 is hereby renumbered as clause 40 and is amended to now read as under:

"40. CONFIDENTIALITY

The Trustee and UBL Fund Managers and every director or officer of the Trustee and UBL Fund Managers who are in any way engaged in the business of the Trust and all persons employed or engaged by the Trustee or UBL Fund Managers in connection with the business of the Trust shall observe strict confidentiality in respect of all transactions of the Trust, its Unit 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."

Under the heading "Arbitration"

Amendment and Renumbering of clause 32

The existing clause 32 is hereby renumbered as clause 41 and is amended to now read as under:

"41. ARBITRATION

41.1 *In the event of any disputes arising out of this Deed or the Offering Document between UBL Fund Managers 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 Deed and the Offering Document relating to Unit Trusts, the same shall be referred to arbitration by two arbitrators, one to be appointed by UBL Fund Managers 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. 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.*

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[Signature]

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- 41.2 Subject to sub-clause 41.1 above, each party to this Deed along with the Unit Holders irrevocably submit to the exclusive jurisdiction of the Courts at Karachi in relation to all matters that arise pursuant to this Deed and its subject matter."

Under the heading "Miscellaneous"

Amendment and Renumbering of clause 33

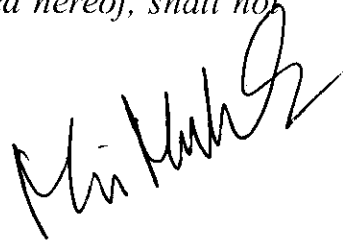
The existing clause 33 is hereby renumbered as clause 42 and is amended to now read as under:

"42. MISCELLANEOUS

- 42.1 Any notice required to be served upon the Unit Holder shall be deemed to have been duly given if sent by post or courier service 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.
- 42.2 UBL Fund Managers shall advertise any such notice in two leading newspapers in Pakistan having their primary circulation either in Karachi, Lahore or Islamabad.
- 42.3 Service of a notice or document on principal account holder shall be deemed effective service on the other joint Unit Holders.
- 42.4 Any notice or document sent by post or courier service to or left at the registered address of a Unit Holder shall notwithstanding that such Unit Holder be then dead or bankrupt/insolvent and whether or not the Trustee or UBL Fund Managers 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.
- 42.5 If at any time, any clause of this Deed is or becomes in whole or in part illegal, invalid or unenforceable in any respect under the applicable laws of any jurisdiction, the legality, validity and enforceability of the remaining Clauses of this Deed hereof, shall not in any way be effected or impaired thereby.









42.6 A copy of this Deed and of any Supplemental Trust Deed shall be made available for inspection at the respective head offices of the Trustee and of UBL Fund Managers at all times during usual business hours and shall be supplied by UBL Fund Managers to any person on application at a charge of fifty (50) Rupees per copy or at such rate as determined from time to time by UBL Fund Managers."

for the purpose of stamp duty this trust deed valued at Rs. 5000/- and the prescribed stamp duty of sum of Rs. 500/- affixed accordingly.

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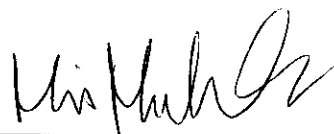
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36
RECEIVED
Stamp Duty
Collector, Government of India

WITNESS WHEREOF, this Third Supplemental Trust Deed has been executed
the day and year first written above.

Common Seal of UBL Fund Managers Limited was hereunto affixed in the presence of:

Common Seal

(1) 

Name: Mir Muhammad Ali Sadiq

Designation: C.E.O

CNIC No. 42301-3336520-5



(2) 

Name: Saeed Iqbal

Designation: E.V.P Group Head

CNIC No. 42201-4992656-9



Common Seal of Central Depository Company of Pakistan Limited was hereunto affixed in
presence of:

Common Seal

(1) 

Name: Aftab Ahmed Diwan

Designation: C.O.O

CNIC No. 42201-0417599-9

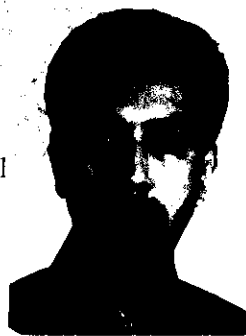


(2) 

Name: Abdul Samad

Designation: Head of Department
Trustee and Custodial Services, Unit-I

CNIC No. 42101-1818807-7



Witness:



Name: Jawed Arshad

Occupation: Advocate

CNIC No. 45402-0958643-1

Address: 868/C, C.C Area, Block II,
PECHS, Karachi

Witness:



Name: Muhammad Ashraf

Occupation: Advocate

CNIC No. 31202-7512309-9

Address: 868/C, C.C Area, Block II,
PECHS, Karachi

Mrs./Miss. Aftab Ahmed Diway
W/o./D/o. Aftab Ahmed Diway
Executing Party Occupation C.O.O
Muslim Adults, Age 29 Years
R. Faru A 302 D10410
Civil Line Uthar

Karachi admits execution of this deed.
CNIC No 42201-04175995

Mrs./Miss. Azadi Sana
W/o./D/o. Abdul Rasheed
Executing Party Occupation Head of Dept
Muslim Adults, Age 41 Years
R. Faru A 2 Mehar Gari
Bacon No. Nizami

Karachi admits execution of this deed.
CNIC No 42101-18180077

Min Khush

Sana

AUTOMATION OF REGISTRATION
Board of Revenue Sindh, Karachi.
DIGITAL SCANNING
Infact
No. Sd II - 271
Date 06-02-2013 Signature

M.F. Roll No:U 6675
88303
[Signature]
Registrar, Karachi
07-02-2013

Registered 36 States that he personally 6568/KR
Book No: IV
Date: 13/1/2013 Date: 31 JAN 2013
[Signature] Sub-Registrar II
Saddar Town, Karachi

حکومت پاکستان
قومی شناختی کارڈ
42301-3336520-5
نام: سید سلیم
جنس: مرد
والد کا نام: سید سلیم
شناختی علاقہ: کراچی
تاریخ پیدائش: 20/02/1967
دستخط مسٹر جنرل

شناختی نمبر: 42301-3336520-5
نام: سید سلیم
جنس: مرد
والد کا نام: سید سلیم
شناختی علاقہ: کراچی
تاریخ پیدائش: 20/02/1967
دستخط مسٹر جنرل

حکومت پاکستان
قومی شناختی کارڈ
42301-3336520-5
نام: سید سلیم
جنس: مرد
والد کا نام: سید سلیم
شناختی علاقہ: کراچی
تاریخ پیدائش: 20/02/1967
دستخط مسٹر جنرل

شناختی نمبر: 42201-4992656-9
نام: سید سلیم
جنس: مرد
والد کا نام: سید سلیم
شناختی علاقہ: کراچی
تاریخ پیدائش: 20/02/1967
دستخط مسٹر جنرل

Sub-Regi
ddar Town, K...

حکومت پاکستان
قومی شناختی کارڈ
42201-0417599-9
نام: سید سلیم
جنس: مرد
والد کا نام: سید سلیم
شناختی علاقہ: کراچی
تاریخ پیدائش: 20/02/1967
دستخط مسٹر جنرل

شناختی نمبر: 42201-0417599-9
نام: سید سلیم
جنس: مرد
والد کا نام: سید سلیم
شناختی علاقہ: کراچی
تاریخ پیدائش: 20/02/1967
دستخط مسٹر جنرل

حکومت پاکستان
قومی شناختی کارڈ
42101-1818807-7
نام: سید سلیم
جنس: مرد
والد کا نام: سید سلیم
شناختی علاقہ: کراچی
تاریخ پیدائش: 20/02/1967
دستخط مسٹر جنرل

شناختی نمبر: 42101-1818807-7
نام: سید سلیم
جنس: مرد
والد کا نام: سید سلیم
شناختی علاقہ: کراچی
تاریخ پیدائش: 20/02/1967
دستخط مسٹر جنرل

حکومت پاکستان
قومی شناختی کارڈ



نام : جاوید ارشد
جنس : مرد
والد کا نام : ارشد علی

شناختی علامت : نال پرچم کا نشان
تاریخ پیدائش : 11/06/1969

سیکرٹری جنرل

شناختی نمبر : 45402-0958643-1
نام : نادر
تاریخ پیدائش : 21/06/589
نواب شاہ

43138150956

سیکرٹری جنرل

تاریخ اجراء : 03/09/2002
تاریخ ترمیم : 31/07/2009

کھنڈہ کارڈ کے پر قومی شناختی کارڈ میں ڈال دیں



حکومت پاکستان
قومی شناختی کارڈ



نام : محمد اسرف
جنس : مرد
والد کا نام : محمد شریف

شناختی علامت : دائیں ہاتھ کی ریشمی
تاریخ پیدائش : 11/11/1973

سیکرٹری جنرل

شناختی نمبر : 31202-7512309-9
نام : محمد
تاریخ پیدائش : 23/06/1973



سیکرٹری جنرل

تاریخ اجراء : 20/03/2004
تاریخ ترمیم : 28/02/2014

کھنڈہ کارڈ کے پر قومی شناختی کارڈ میں ڈال دیں



36
No. _____
Sub-Registration
Tadkar Town, Islamabad

Annexure
"A"



**SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
SPECIALIZED COMPANIES DIVISION
POLICY, REGULATION AND DEVELOPMENT DEPARTMENT**

No. SCD/AMCW/UGIF/270/2012

September 24, 2012

Chief Executive Officer
UBL Fund Managers Limited
11th Floor, Executive Tower
Dolmen City Building
Block-4, Clifton
Karachi

Subject: Approval of third supplemental trust deed of UBL Growth and Income Fund

Dear Sir

Please refer to the emails dated August 16, 2012 and September 14, 2012 received from your office on the captioned subject.

In this connection, I am directed to inform you that the third supplemental trust deed of UBL Growth and Income Fund proposed by UBL Fund Managers has been acceded to by the Securities & Exchange Commission of Pakistan.

You are advised to place the third supplemental trust deed of UBL Growth and Income Fund on the website of UBL Fund Managers

Yours truly,

Zonish Inayat
(Assistant Director)

86
Noted
Sub-Registrar
Addl. Secy. (Legal)

Cc: Mr. Abdul Samad
Head of Trustee & Custodial Operations
CDC Pakistan Limited

EXTRACTS OF RESOLUTION BY CIRCULATION PASSED BY THE
BOARD OF DIRECTORS ON 12 APRIL 2010

RESOLVED FURTHER THAT Mr. Mir Muhammad Ali, Chief Executive Officer and Mr. Hasnain Raza Khattak, Chief Investment Officer, are jointly authorized to carry such acts including modifications in the respective constitutive documents etc. that may be considered necessary for the categorization of United Growth & Income Fund and United Islamic Income Fund.

Date: 29 April 2010

36
Sub-Region
Addar Town, Karam