

TRUST DEED

NAMCO INCOME FUND

THIS TRUST DEED is made and entered into at Karachi, on this ___the day of _____, 2007:

1. Name of the Scheme

NAMCO INCOME FUND (NIF)

2. Participating Parties and Constitution of the Trust

- I. National Asset Management Company Limited (NAMCO)**, an unlisted public limited Company incorporated under the Companies Ordinance, 1984 with its registered office at 179 B, Abu Bakar Block, New Garden Town, Lahore, through its Chief Executive and Director, Mr. Etrat Hussain Rizvi s/o. Syed Shoukat Hussain Rizvi NIC No.42301-7421200-5 (hereinafter called the “Management Company” which expression, where the context so permits, shall include its successors in interest and assigns) of the **One Part**;

AND

- II. First Dawood Investment Bank Limited (FDIBL)**, a company incorporated under the Companies Ordinance 1984, and licensed as an Investment Bank by the Securities & Exchange Commission of Pakistan (SECP), having its Registered Office at 1500-A, Saima Trade Towers, I.I. Chundrigar Road, Karachi, through its Chairman & Chief Executive Officer, Rafique Dawood s/o Siddique Dawood NIC No.42201-0438107-3 (hereinafter called the “Trustee” which expression, where the context so permits, shall include its successors in interest and assigns) of the **Other Part**.

WITNESSETH:

- A. The Management Company has been incorporated and licensed as an Asset Management Company pursuant to the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (hereinafter referred to as the “Rules”) for the purpose of undertaking asset management services (license attached hereto as Annexure “A”).

- B. The Management Company has been authorized by the SECP vide its letter bearing reference No. NBFC-II/AD/NAMCO/580/2007 dated August 8, 2007 attached herewith as Annexure “**B**” to constitute the Trust under the name and title of “**NAMCO Income Fund**” (hereinafter referred to as “the Scheme”, or “the Trust” or “the Unit Trust” or “the Fund”) and to register this Trust Deed, pending authorization for the establishment and operation of the Scheme in accordance with the provisions of the Rules and this Trust Deed;
- C. The Management Company has nominated and appointed the Trustee as trustee of the Scheme and the Trustee has accepted such appointment upon the terms and conditions herein contained and the Tariff structure for Trusteeship as per Annexure “**C**” attached herewith;
- D. The SECP has also approved the appointment of the Trustee; vide its said letter bearing reference No. NBFC-II/AD/NAMCO/579/2007 dated August 8, 2007 attached herewith as Annexure “**D**”;
- E. The Trustee hereby nominated, constituted and appointed as the trustee of the Unit Trust herein created and the Trustee hereby accepts such appointment on the terms and conditions contained in this Deed. The Management Company and the Trustee declare that:
- a) The Trustee shall hold and stand possessed of the Fund Property that may from time to time hereafter be vested in the Trustee upon trust as a single common fund for the benefit of the Unit Holders ranking *pari passu* inter se, according to the number of Units held by each Unit Holder;
 - b) The Fund Property shall be invested or disinvested from time to time by the Trustee at the direction of the Management Company strictly in terms of the provisions contained and the conditions stipulated in this Deed, the Offering Document, the Rules and the conditions (if any) which may be imposed by the SECP from time to time;

- c) The Management Company shall establish, manage, operate and administer the Fund in accordance with this Deed, the Offering Document, the Rules and the conditions (if any) which may be imposed by the SECP from time to time.

F. For attaining the aims and objectives, the Management Company shall hand over to the Trustee, an initial sum of Rs 10,000/-.

3. Governing Law and Jurisdiction

- 3.1 This Deed shall be subject to and be governed by the Laws of Pakistan, including the Ordinance, the Rules 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 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 latter shall supersede and prevail over the provisions contained in this Deed.
- 3.2 Furthermore, the Fund shall also be subject to the rules and regulations framed by the State Bank of Pakistan and the SECP with regard to the foreign investments made by the Fund or in the Fund.
- 3.3 Subject to the Arbitration Clause 31 hereafter, applicable between the Management Company and the Trustee inter se, each party, including the Unit Holders irrevocably submit to the exclusive jurisdiction of the Courts at Karachi.

4. Effect of this Deed, status of Unit Holders and retirement/change of Trustee, etc.

4.1 Deed binding on each Unit Holder

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

4.2 Unit Holders not liable to make further payments

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

4.3 Units to rank *pari passu*

- 4.3.1 All Units and fractions thereof represent an undivided share in the 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.
- 4.3.2 Core Units subscribed by the Core Investors shall however be offered and issued at par and shall not be redeemable (but shall be transferable) for a period of two years from the close of Initial Period of Offer. A mention of such restriction and its termination date shall be entered into the Register and shall be noted on any Certificates issued in respect of such Units.

4.4 Trustee to report to the Unit Holders

- 4.4.1 The Trustee shall report to the Unit Holders in accordance with the Rules. In particular, the Trustee shall issue a report to the Unit Holders to be included in the annual report to be sent to the Unit Holders whether in the Trustee's opinion, the Management Company has in all material respects managed the Scheme in accordance with the provisions of this Deed and the Rules and if the Management Company has not done so, the respect in which it has not done so and the steps, which the Trustee has taken in respect thereof.
- 4.4.2 The Trustee shall be entitled to require the Auditors to provide such reports as may be agreed between the Trustee and the Management Company as may be considered necessary to facilitate the Trustee in issuing the certification required under the Rules. The Trustee shall endeavor to provide the certification at the earliest date reasonably possible.

4.5 Manner in which the Trustee may retire

The Trustee shall be entitled to retire voluntarily at any time upon prior written notice of three months to the Management Company and after obtaining prior written consent of the SECP; subject to the condition that the retirement shall not take effect except upon the appointment of a new trustee. In the event of the Trustee desiring to retire, the Management Company, within a period of three months after receiving a notice to that effect from the Trustee and with the prior written approval of the SECP, may by a deed supplemental hereto under the seal of the Management Company appoint a new trustee under the provisions of the Rules in place of the retiring Trustee and also provide in such deed for the automatic vesting of all the assets of the Scheme in the name of the new trustee. Provided that the obligations of the Trustee shall continue and the Trustee shall also receive its remuneration until the new trustee is appointed. In case the Trustee decides to retire voluntarily, as above, it shall endeavour its best to suggest the name(s) of alternate company(ies) or institution(s) qualified for appointment as the trustee.

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

5.1 Role of the Management Company

- 5.1.1 The Management Company shall manage, operate and administer the Scheme in accordance with the Rules.

5.1.2 Primary Functions of the Management Company:

5.1.2.1 Fund Management

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

5.1.2.2 Investor Services

The Management Company has the responsibility to facilitate investments and disinvestments by investors in the Scheme and to make adequate arrangements for receiving and processing applications in this regard.

5.1.2.3 Investor Records

- i. The Management Company has the responsibility to maintain investor records and for this purpose it may appoint a Registrar, who is responsible for performing Registrar Functions, i.e. maintaining investors' (Unit Holders) records and providing related services. The Registrar shall carry out the responsibility of maintaining investors' records, issuing statements of accounts, issuing Certificates representing Units, processing redemption requests, processing dividend payments and all other related and incidental activities.

- ii. The Management Company shall not remove the records or documents pertaining to the Scheme from Pakistan to a place outside Pakistan without the prior written permission of the SECP and the Trustee.

5.1.2.4 Distribution

The Management Company, shall from time to time appoint, remove or replace one or more suitable persons, entities or parties as Distributor(s) for carrying on Distribution Function(s) at one or more location(s) on terms and conditions to be incorporated in the Distribution Agreement(s) to be entered into between the Distributor and the Management Company. Provided that the Management Company may also itself act as a Distributor for carrying on Distribution Functions. The Distributor(s) shall act as the interface between the investors, the Management Company, the Registrar and the Trustee and perform all other Distribution Function(s), as defined in Clause 34.19 hereafter.

5.1.2.5 Investment Facilitators

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

5.1.2.6 Record Keeping

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

5.1.3 Other Functions and Responsibilities of the Management Company:

5.1.3.1 The Management Company shall manage the Fund in the best 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 Connected Persons, and subject to the restrictions and limitations as provided in this Deed and the Rules and subject to any special exemptions granted by SECP. Any purchase or sale of investments made under any of the provisions of this Deed shall be made by the Trustee according to the instructions of the Management Company in this respect, unless such instructions are in conflict with the provisions of this Deed or the Rules. The Management Company shall not be liable for any loss caused to the Scheme or to the value of the Fund Property due to any elements or circumstances beyond its reasonable control.

5.1.3.2 The Management Company shall comply with the provisions of the Rules and this Deed for any act or matter to be done by it in the performance of its duties and such acts or matters may also be performed on behalf of the Management Company by any officer(s) or responsible official(s) of the Management Company or by any nominee or agent appointed by the Management Company and any act or matter so performed shall be deemed for all the purposes of this Deed to be the act of the Management Company. The Management Company shall be responsible for the acts and omissions of all persons to whom it may delegate any of its functions, as if these were its own acts and omissions and shall account to the Trustee for any loss in value of the Fund Property where such loss has been caused by its gross negligence or reckless or willful act and / or omission or of its officers, officials or agents.

5.1.3.3 The Management Company may from time to time appoint, remove or replace the Registrar.

- 5.1.3.4 The Management Company shall make available or ensure that there is made available to the Trustee such information as the Trustee may reasonably require in respect of any matter relating to the Scheme.
- 5.1.3.5 The Management Company shall not be under any liability, except such liability as may be expressly assumed by it under the Rules and this Deed, nor shall the Management Company (save as herein otherwise provided) be liable for any act or omission of the Trustee, nor for anything except for its own gross negligence or willful breach of duty. If for any reason it becomes impossible or impracticable to carry out the provisions of this Deed, the Management Company shall not be under any liability therefore or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted, to be done in good faith hereunder.
- 5.1.3.6 The Management Company shall maintain at its principal office, proper accounts and records to enable a complete and accurate view to be formed of the assets and liabilities and the income and expenditure of the Trust, all transactions for the account of the Trust and amounts received by the Trust in respect of issuance of Units and paid out by the Trust on redemption of Units and by way of distributions.
- 5.1.3.7 The Management Company shall prepare and transmit physically (or through the web subject to SECP approval) an annual report, together with a copy of the balance sheet, income and expenditure account and the Auditor's report of the Scheme to the Trustee and the Unit Holders within three months of the closing of the accounting date and balance sheet and income and expenditure accounts shall comply with the requirements set out in the Rules.
- 5.1.3.8 The Management Company shall within one month of the closing of the first and third quarter and within two months of the closing of first half (6 months) of each Accounting Date, prepare and transmit physically (or through the web subject to SECP approval) to the Unit Holders and the SECP, balance sheet as at the end of that quarter, profit and loss account, cash flow statement and statement of changes in equity for that quarter, whether audited or otherwise.
- 5.1.3.9 The Management Company shall maintain a Register of Unit Holders of the Trust (either in physical or electronic form) and inform the Trustee and the SECP of the address where the Register is kept.
- 5.1.3.10 The Management Company shall with the consent of the Trustee, appoint at the establishment of the Trust and upon any vacancy, the Auditor who shall be a Chartered Accountant and independent of the Auditor of the Management Company and the Trustee and such Auditor shall not be appointed for more than three consecutive years and the contents of the Auditor's report shall be in accordance with the provisions of the Rules.
- 5.1.3.11 The Management Company shall furnish a copy of the annual report together with copies of the balance sheet, income and expenditure accounts and the Auditor's report of the Scheme to the SECP within four months of the close of the Accounting Period, together with a statement containing the following information, namely:
- (i) Total number of Unit Holders; and
 - (ii) Particulars of the pertinent personnel (senior executives) of the Management Company.
- 5.1.3.12 The Management Company shall, from time to time, advise the Trustee of the settlement instructions relating to any investment/ disinvestment transactions entered into by it on behalf of the Trust. The Trustee shall carry out the settlements in accordance with the dictates of the specific transactions. The

Management Company shall ensure that 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.

5.1.3.13 The Management Company shall provide the Trustee with regular reports indicating dividends, other forms of income or inflows, and any rights or warrants relating to the investments that are due to be received. The Trustee shall report back to the Management Company any such amounts or warrants that are received on such accounts from time to time.

5.2 Change of Management Company

5.2.1 The Trustee may with the prior approval of the SECP, remove the Management Company by giving at least ninety days notice in writing to the Management Company if any of the following have occurred:

- a) The Management Company 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) The Management Company goes into liquidation (other than voluntary liquidation on terms previously agreed to with the Trustee for purpose of reconstruction and amalgamation);
- c) A receiver is appointed over any of the assets of the Management Company

5.2.2 The Management Company may retire at any time with the prior written consent of the SECP.

5.2.3 The removal of Management Company 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.

5.2.4 If the SECP has cancelled the license of the Management Company under the provisions of the Rules, the SECP shall appoint another asset management company as the management company for the Scheme according to the provisions of this Deed and the Rules.

5.2.5 Upon a new management company being appointed the Management Company 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.

5.2.6 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.

5.2.7 Furthermore, the Trustee may immediately upon the issuance of notice of removal of Management Company 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.

5.2.8 The Auditors so appointed shall be other than the existing auditors of the Fund, the Management Company and the Trustee.

5.2.9 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.

- 5.2.10 The report for the audit shall be submitted by the auditors to the Trustee not later than 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.
- 5.2.11 The costs of audit shall be shared equally by the outgoing Management Company, the new Management Company and the Fund.

5.3 Role of the Trustee

- 5.3.1 The Trustee shall invest the Fund Property from time to time at the direction of the Management Company strictly in terms of the provisions contained and the conditions stipulated in this Deed, the Offering Document, the Rules and the conditions (if any) which may be imposed by the SECP from time to time;
- 5.3.2 The Trustee has the responsibility for being the nominal owner and for the safe custody of the assets of the Unit Trusts on behalf of the beneficial owners (the Unit Holders), within the framework of the Rules, the Trust Deed establishing the Unit Trust and Offering Document(s) issued for the Unit Trust.
- 5.3.3 The Trustee shall have all the obligations entrusted to it under the Rules, the Trusts Act 1882, this Trust Deed and the Offering Document.
- 5.3.4 The Trustee shall nominate one or more of its officers to act as attorney(s) for performing the Trustee's functions and for interacting with the Management Company.
- 5.3.5 The Trustee shall in consultation with the Management Company appoint and may also remove and replace from time to time one or more bank(s) and/or other depository company, to act as the Custodian(s) for holding and protecting the 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 the Management Company may mutually agree and to be incorporated in custodial services agreement(s) to be executed between the Trustee and the Custodian(s). Provided however, the Trustee may also itself provide custodial services for the Trust with the approval of the Management Company at competitive terms as part of its normal line of business.
- 5.3.6 The Trustee shall comply with the provisions of this Deed for any act or matter to be done by it in the performance of its duties and such acts or matters may also be performed on behalf of the Trustee by any officer or responsible official of the Trustee or by any nominee or agent appointed by the Trustee with the approval of the Management Company: Provided that the Trustee shall be responsible for the acts and omissions of all persons to whom it may delegate any of its duties, as if these were its own acts and omissions and shall account to the Trust for any loss in value of the Fund Property where such loss has been caused by gross negligence or any reckless act and/or omission of the Trustee or any of its directors, officers, nominees or agents.
- 5.3.7 The Trustee shall exercise all due diligence and vigilance in carrying out its duties and in protecting the interests of the Unit Holders. The Trustee shall not be under any liability on account of anything done or suffered by the Trust, if the Trustee had acted in good faith in accordance with or in pursuance of any request of the Management Company provided they are not in conflict with the provisions of this Deed or the Rules. Whenever pursuant to any provision of this Deed, any certificate, notice, direction, instruction or other communication is to be given by the Management Company to the Trustee, the Trustee may accept as sufficient evidence thereof:
- i) A document signed or purporting to be signed on behalf of the Management Company by any person(s) whose signature the Trustee is

for the time being authorized in writing by the Management Company to accept.

- ii) Any instruction received online through the software solution adopted by the Management Company for managing and keeping records of the funds managed by the Management Company and to the satisfaction of the Trustee.

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

5.3.9 The Trustee shall carry out the instructions of the Management Company in all matters including investment and disposition of the Trust Property unless such instructions are in conflict with the provisions of this Deed and/or the Offering Document or the Rules and/or any other applicable law.

5.3.10 The Trustee shall make available or ensure that there is made available to the Management Company such information as the Management Company may reasonably require from time to time in respect of the Fund Property and all other matters relating to the Trust.

5.3.11 The Trustee shall issue a report to the Unit Holders included in the annual report whether in its opinion, the Management Company has in all material respects managed the Fund Property in accordance with the provisions of the Rules, Offering Document and this Deed and if the Management Company has not done so, the respect in which it has not done so and the steps the Trustee has taken in respect thereof.

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

5.3.13 The Trustee shall, if requested by Management Company or if it considers necessary for the protection of Fund property or safeguarding the interest of Unit Holders, 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, with full powers to sign, swear, verify and submit pleadings and affidavits, to file documents, to give evidence, to appoint and remove counsel and to do all incidental acts, things and deeds through the Trustee's authorized directors and officers. All reasonable costs, charges and expenses (including reasonable legal fees) incurred in instituting or defending any such action shall be borne by the Trust and the Trustee shall be indemnified against all such costs, charges and expenses: Provided that no such indemnity shall be available in respect of any action taken against the Trustee for gross negligence or breach of its duties in connection with the Trust under this Deed or the Rules. For the avoidance of doubt it is clarified that notwithstanding anything contained in this Deed, the Trustee and the Management Company shall not be liable in respect of any losses, claims, damages or other liabilities whatsoever suffered or incurred by the Trust arising from or consequent to any such suit, proceeding, arbitration or inquiry or corporate or shareholders' action or otherwise howsoever and (save as herein otherwise provided), all such losses, claims, damages and other liabilities shall be borne by the Trust Fund.

5.3.14 Neither the Trustee nor the Custodian (if Trustee has appointed another person as Custodian) nor the Management Company or any of their Connected Persons shall sell or purchase or deal in the sale of any Investment or enter into any other transaction with the Trust [save in the capacity of an intermediary].

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

5.3.16 The Trustee shall not be under any liability except such liability as may be expressly assumed by it under the Rules and this Deed nor shall the Trustee be liable for any act or omission of the Management Company nor for anything except its own negligence or willful breach of duty hereunder. If for any reason it becomes impossible or impracticable to carry out the provisions of this Deed the Trustee shall not be under any liability therefore or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted, to be done in good faith hereunder.

5.4 Change of Trustee

5.4.1 The Trustee may retire voluntarily in accordance with and subject to the conditions of Clause 4.5 hereinabove.

5.4.2 If the Trustee goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction on terms previously agreed to with the Management Company for purpose of reconstruction and amalgamation) or ceases to carry on business or a receiver of its undertaking is appointed or it becomes ineligible to act as a trustee of the Unit Trust under the provisions of the Rules, the Management Company shall with the approval of the SECP, by an instrument in writing, remove the Trustee from its appointment under this Deed and shall by the same or some other instrument in writing simultaneously appoint as trustee some other company or corporation according to the provisions of the Rules and this Deed as the new Trustee.

5.4.3 The Management Company may remove the Trustee, with the prior approval of the SECP, after giving at least ninety days notice in writing to the Trustee on grounds of any material default or non-compliance with the provisions of this Deed or the Rules, and appoint another Trustee.

5.4.4 Upon the appointment of a new Trustee, the Trustee shall immediately deliver 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.

5.4.5 The new Trustee shall exercise all the powers and enjoy all 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.

5.4.6 Notwithstanding, removal/resignation of the Trustee and its subsequent discharge from its duties under this Deed and the Rules, the Trustee shall remain entitled to the benefit of Clauses 4.5, 5.3.7, 5.3.8, 5.3.9 and 5.3.16 without prejudice to the Trustee's responsibility or obligation to liquidate any liability for which the Trustee may have become liable under this Deed and/or the Rules.

5.4.7 Furthermore the Management Company may immediately upon the issuance of notice of removal of Trustee 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.

5.4.8 The Auditors so appointed shall be other than the existing auditors of the Fund, the Management Company and the Trustee.

5.4.9 The Auditors shall have the same scope as that for the annual audit, or such other enhanced scope as may be specified by the Management Company or SECP.

5.4.10 The report for the audit shall be submitted by the auditors to the Management Company not later than 30 Business Days from their appointment. A copy of the report shall also be provided to SECP, outgoing Trustee and the new Trustee.

5.4.11 The costs of audit shall be shared equally by the outgoing Trustee, the new Trustee and the Fund.

5.5 Bank Accounts

5.5.1 The Trustee, at the request of the Management Company, shall open Bank Accounts titled **FDIBL-Trustee NAMCO Income Fund** for the Unit Trust at designated Bank(s) at Karachi for collection, investment, redemption or any other use of the Trust's funds.

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

5.5.3 The Trustee shall open additional Bank Account(s) titled **FDIBL-Trustee NAMCO 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 authority in Pakistan) as may be reasonably required by the Management Company from time to time. Such accounts shall be used as collection and redemption accounts. There shall be instructions for all such collection and redemption accounts to promptly transfer the funds collected therein to the main Bank Account and/or transfer the funds to the relevant bank accounts of the Unit Holder for redemption purposes.

5.5.4 The Management Company may require the Trustee to open separate Bank Accounts for the Unit Trust to facilitate investments on account of the Trust and the receipt, tracking and reconciliation of income or other receipts relating to the investments. This account may also be used to facilitate redemptions and other Trust related (ancillary) transactions.

5.5.5 The Management Company may also require the Trustee to open a separate Bank Account for each dividend distribution out of the Unit Trust. Notwithstanding anything in this Deed, the beneficial ownership of the balances in the Accounts shall vest in the Unit Holders.

5.5.6 All bank charges for opening and maintaining Bank Accounts for the Trust shall be charged to the Fund.

5.5.7 All interest, income, profit etc earned in the Distribution Account(s), including those accruing on unclaimed dividends, shall form part of the Fund 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 Trust.

5.5.8 The amounts received from the Core Investors (seed capital) and Private Placement Investors (**as per Clause 20 below**) shall be deposited in a separate Bank Account and transferred to the main Bank Account of the Fund upon the close of the Initial Period of Offer. Income, profit, interest etc earned on the investments by the Core Investors and Private Placement Investors upto the close of the Initial Period of Offer, shall be paid to the Core Investors and Private Placement Investors on proportionate basis of their Pre-IPO subscription amounts and shall not form part of the Fund Property.

6. Fund Property, Investment of the Fund Property and Investment and Borrowing Restrictions

6.1 Investment Objective

The objective of the Scheme is to provide stable stream of income with moderate level of risk by investing in fixed income securities / instruments.

6.2 Investment Policy

NAMCO Income Fund will primarily invest in a mix of short, medium and long term duration debt and fixed income securities (as mentioned in clause 34.5 below), to be able to optimize the risk-return profile of the overall portfolio, bearing in mind the liquidity required for possible Unit redemptions on minimum required notice. The investment in various asset classes shall be subject to such exposure limits and minimum ratings as specified in the Offering Document.

6.3 Fund Property

- 6.3.1 The aggregate proceeds of all Units issued from time to time after deducting Duties and Charges and after deducting there from or providing there against any applicable Front-end Load shall constitute part of the Fund Property and the Distributors shall remit such proceeds to the Trustee in accordance with the instructions given by the Management Company from time to time.
- 6.3.2 The Fund Property shall initially be constituted out of the proceeds of the Units issued to the Core Investors and other Units issued during the Initial Period of Offer after deducting any applicable Duties and Charges and Loads there from.
- 6.3.3 The Trustee shall take the Fund 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 Holders ranking *pari passu* inter se, according to the number of Units held by each Unit Holder(s) and in accordance with the provisions of the Rules and this Deed. The Fund Property shall always be kept as separate property and shall not be applied to any purpose unconnected with the Scheme. All registerable Investment shall be registered in the name of the Trustee and shall remain so registered until disposed of pursuant to the provisions of this Deed. All expenses incurred by the Trustee in effecting such registration shall be payable out of the Fund Property.
- 6.3.4 Save, as herein expressly provided, the Fund Property shall always be kept as separate property free from any mortgages, charges, liens or any other encumbrances whatsoever and the Trustee or the Custodian shall not, except for the purpose of the Fund as directed by the Management Company, create or purport to create any mortgages, charges, liens or any other encumbrances whatsoever to secure any loan, guarantee, or any other obligation actual or contingent incurred, assumed or undertaken by the Trustee, the Custodian or any other person.
- 6.3.5 The Trustee shall have the sole responsibility for the safekeeping of the Fund Property. Subject to Clause 5.3 above, in the event of any loss, caused through negligence/deliberate act/omission on the part of the Trustee or violation of the terms of this Deed, the Trustee shall have an obligation to replace the lost investment forthwith with similar investment of the same class and issue together with all rights and privileges pertaining thereto or compensate the Trust to the extent of such loss.
- 6.3.6 All cash forming part of the Fund Property shall be deposited by the Trustee in a separate bank account as directed by the Management Company to be opened in the name of the Trustee, as a nominee of the Unit Trust, with a Bank having minimum investment grade rating by SECP approved credit rating agency. Such Bank shall be required to allow profit thereon in accordance with the rules prescribed by such Bank for sharing of profits or mark-up on deposits maintained in such account or under any other arrangement approved by the Management Company.
- 6.3.7 Remuneration of the Management Company; Remuneration of the Trustee; Brokerage and transaction costs related to investing and disinvesting of the Fund Property; Legal and related costs incurred in protecting or enhancing the interests of the Fund or the collective interest of the Unit Holder(s), Bank charges and

borrowing/financial costs, Audit fees and charges, Marketing expenses specifically related to the Fund, Formation costs, Fee/Charges payable to the SECP or any other regulatory bodies and taxes if any applicable to the Trust shall be payable out of the Fund Property.

6.4 Investment of the Fund Property

- 6.4.1 During and prior to the commencement of the Initial Period of Offer, the Trustee shall hold the Fund Property on deposit in a separate account with a scheduled bank having minimum investment grade rating by SECP approved credit rating agency as requested by the Management Company. After the Initial Period of Offer, all Fund Property, except in so far as such cash may in the opinion of the Management Company be required for transfer to the Distribution Account, shall be invested by the Trustee from time to time in such Authorized Investment as may (subject always to the provisions of this Deed and the Rules) be directed by the Management Company.
- 6.4.2 It is declared that the Scheme shall offer investment opportunities in accordance with the investment policy announced in the Offering Document.
- 6.4.3 Any Investment may at any time be realized at the discretion of the Management Company either in order to invest the proceeds of sale in other 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 the Management Company may determine to be in the interest of the Unit Holders.
- 6.4.4 The purchase or sale of any Investment in listed securities for the account of the Trust shall be made on the Stock Exchange through a broker who must be a member of the Stock Exchange, unless the Management Company is satisfied that it is possible and permissible under the rules and regulations to make such purchase or sale more advantageously in some other manner. The Management Company will appoint the broker(s) from time to time having good standing in the market under intimation to the Trustee. The Management Company shall not nominate, except as may be permissible under the Rules, directly or indirectly, as a broker any of its directors, officers or employees or their family members (which term shall include their spouse, parents, children, brothers and sisters).

6.5 Investment Restrictions

- 6.5.1 The Fund Property shall be subject to such exposure limits as are provided in the Rules (subject to any exemptions that may be specifically given to the Scheme by the SECP): Provided that it will not be necessary for the Trustee to sell any Investment merely because owing to appreciation or depreciation of any Investment or disposal of any Investments such limits have exceeded. The Management Company will have three (3) months to comply with the exposure limits in case such limits are exceeded.
- 6.5.2 The Scheme shall not invest more than twenty five (25) percent of its net asset value in securities of any one sector as per classification of the pertinent stock exchange(s).
- 6.5.3 If and so long as the value of the holding in a particular company or sector shall exceed the limit imposed by the Rules, the Management Company shall not purchase any further Investments in such company or sector. The Management Company will have three (3) months to comply with the exposure limits in case such limits are exceeded.
- 6.5.4 The Scheme shall not invest in any security of a company if any director or officer of the Management Company owns more than five percent (5%) of the total nominal amount of the securities issued or collectively the directors and officers of the Management Company own more than ten percent (10%) of those securities.

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

6.5.6 The Scheme will not at any time:

6.5.6.1 Purchase or sell:

- Bearer securities.
- Commodities contracts or commodities.
- Securities which result in assumption of unlimited liability (actual or contingent).
- Real estate or interest in real estate save and except that the Management Company may invest in securities secured by real estate or interest therein issued by companies that invest in real estate or interest therein.
- Anything other than Authorized Investments as defined herein;

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

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

6.5.6 Investment of the Scheme in any security shall not, at any time, exceed an amount equal to 10% of the total Net Asset Value of the Scheme at the time of investment or 10% of the issued capital of the investee company which ever is lower.

6.6 Exception to Investment Restrictions

6.6.1 In the event the weightages of securities exceed the limits laid down in the Offering Document or the Rules as a result of the relative movement in the market prices of the investments or through any disinvestments, the Management Company shall make its best endeavors to bring the exposure within the prescribed limits within three months of the event. But in any case the Management Company shall not invest further in such securities or sectors while the deviation exists.

6.7 Borrowing and Borrowing Restrictions

6.7.1 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 the Management Company concur with the Management Company in making and varying arrangements with Banks or financial institutions 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 and shall be repayable within a period of ninety (90) days.

6.7.2 The charges payable to any bank or financial institution against borrowings on account of the Trust as permissible under Clause 6.7.1 above, shall not be higher than the normal prevailing bank charges or normal market rates.

6.7.3 The maximum borrowing for the account of the Trust shall not exceed 15 % of the total Net Assets Value of the Scheme or such other limit as may be provided in the Rules. If subsequent to such borrowing, the Net Assets are reduced as a result of depreciation in the market value of the Fund Property or redemption of Units, the Management Company shall not be under any obligation to reduce such borrowing.

6.7.4 Neither the Trustee, nor the Management Company shall be required to issue any guarantee or provide security over their own assets for securing such borrowings from banks and financial institutions. The Trustee or the Management Company shall

not in any manner be liable in their personal capacities for repayment of such loans or advances.

6.7.5 For the purposes of securing any such borrowing the Trustee may with the approval of the Management Company mortgage, charge or pledge in any manner all or any part of the Fund Property provided that the aggregate amount secured by such mortgage, charge or pledge shall not exceed the limits provided under the Rules and/or any law for the time being in force.

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

7. Valuation of Property and Pricing

7.1 Valuations of Assets / Liabilities and the Net Asset Value of the Scheme

The valuation of the property for determining the value of the Assets and Liabilities and the Net Asset Value of the Scheme will be as mentioned in the Rules.

7.2 Determination of Offer Price

7.2.1 Units offered and issued during the Initial Period of Offer shall be issued at par. The offer and issuance of Units during the Initial Period of Offer shall remain open during the period specified in the Offering Document.

7.2.2 After the Initial Period of Offer, the Offer Price for the Unit Holder shall be determined from time to time pursuant to Clause 7.2.3 hereafter and Rule 80 of the Rules and shall be calculated and announced by the Scheme on daily basis.

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

- a) The Net Asset Value as of the close of the Business Day on which the completely and correctly filled purchase of units form is received within business hours as announced by the Management Company from time to time;
- b) Any Front-end Load;
- c) Such amount as the Management Company may consider an appropriate provision for Duties, Charges, levies etc;
- d) Such amount as the Management Company may consider an appropriate provision for Transaction Costs;
- e) The Offer Price so determined shall apply to purchase requests, complete in all respects, received by the Distributor or the Management Company during the business hours on the Business Day on which the completely and correctly filled purchase of units application form is received.

7.2.4 In the event that the amount paid as provision for payment of Duties and Charges pursuant to sub-clause 7.2.3(c) is insufficient to pay in full such Duties and Charges, the Management Company shall be liable for the payment in full of the amount of such Duties and Charges in excess of such provisions (except where such excess arises from any Duties and Charges levied with retrospective effect after the date of payment in which case such excess shall be recovered from the Fund Property).

7.2.5 In the event that the amount paid as provision for payment of Duties and Charges pursuant to sub-clause 7.2.3(c) exceeds the relevant amount of Duties and Charges, the Registrar shall issue additional Units or fractions thereof to the Unit

Holders based on the price applicable to the Units issued against the relevant application.

- 7.2.6 The Offer Price determined by the Management Company shall be made available to the public at the office and branches of the Distributors and at the discretion of the Management Company may also be published in at least one daily newspaper widely circulated in Pakistan.
- 7.2.7 If the variation of the Net Asset Value at any time exceeds five percent (5%) of the Net Asset Value included in the current Offer Price calculated under sub-clause 7.2.3(a), the Management Company may suspend any issuance of Units and shall calculate forthwith a new Offer Price. The Management Company shall also inform the Commission of the suspension of issuance of Units along with the new Offer Price, and publish the same in the newspaper in which the Unit's prices are normally published (forward pricing).

7.3 Allocation of Front-End Load

- 7.3.1 The remuneration of Distributors and Investment Facilitators shall be paid exclusively from any Front-end Load received by the Trustee and/or may be paid by the Management Company when the Trustee pays the Front-end Load to the Management Company for onward distribution to the Distributors and Investment Facilitators, and no charges shall be made against the Fund Property or the Distribution Account in this respect. The remainder of any Front-end load, after such disbursement, shall be paid by the Trustee to the Management Company to meet any shortfalls that may arise and would form part of the deposited property if there are no such shortfalls. If the Front-end Load received by the Trustee is insufficient to pay the remuneration of the Distributors and Investment Facilitators, the Management Company shall pay the amount necessary to pay in full such remuneration.
- 7.3.2 Such payments may be made to the Distributors and Investment Facilitators and the Management Company by the Trustee or may be made by the Trustee on the instructions of the Management Company on monthly basis in arrears within thirty days of the end of the calendar month.
- 7.3.3 A Distributor located outside Pakistan may if so authorized by the Management Company and the Trustee, retain such portion of the Front-end Load as is authorized by the Management Company and transfer the net amount to the Trustee, subject to the law for the time being in force.
- 7.3.4 In the event no Front-end Load is charged on the Offer of the Fund Units then the Distributors or any Investment Facilitator etc. employed by the Management Company will be entitled to a remuneration payable by the Management Company (out of its own resources) in terms to be agreed between the Management Company and the Distributor / Facilitator.

7.4 Determination of Redemption Price

- 7.4.1 During the Initial Period of Offer the Units shall not be redeemed.
- 7.4.2 After the Initial Period of Offer the Redemption (Repurchase) Price shall be equal to the Net Asset Value as of the close of the Business Day on which a correctly and properly filled redemption of units form is received within business hours as maybe announced by the Management Company from time to time, less:
- a) Any Back-end Load;
 - b) Any taxes imposed by the Government; and
 - c) Such amount as the Management Company may consider an appropriate provision for Duties, Charges, Levies etc;

- d) Such amount as the Management Company may consider an appropriate provision for Transaction Costs;
- 7.4.3 The Redemption (Repurchase) Price so determined shall apply to redemption requests, complete in all respects, received by the Distributor or the Management Company during the business hours (as announced by the Management Company from time to time) on the Business Day on which a correctly and properly filled redemption application is received.
- 7.4.4 In the event that the amount paid as provision for payment of Duties and Charges pursuant to sub-clause 7.4.2(c) is insufficient to pay in full such Duties and Charges, the Management Company shall be liable for the payment in full of the amount of such Duties and Charges in excess of such provisions (except where such excess arises from any Duties and Charges levied with retrospective effect after the date of payment in which case such excess shall be recovered from the Trust Property).
- 7.4.5 In the event that the provision for payment of Duties and Charges pursuant to sub-clause 7.4.2(c) exceeds the relevant amount of Duties and Charges, the Trustee shall refund such excess amount to the relevant Unit Holders.
- 7.4.6 The Redemption Price determined by the Management Company shall be made available to the public at the office and branches of the Distributors and at the discretion of the Management Company may also be published in at least one daily newspaper circulating in Pakistan.
- 7.4.7 If the variation of the Net Asset Value at any time exceeds five percent (5%) of the Net Asset Value calculated pursuant to sub-clause 7.2.3 above for the current Redemption Price, the Management Company may suspend any redemption of Units and calculate forthwith a new Redemption (Repurchase) Price. The Management Company shall also inform the Commission of the suspension of redemption of units along with the announcement of the new redemption price, and publish the same in the newspaper in which the Unit's prices are normally published.

8. Dealing, suspension and deferral of dealing

8.1 Temporary change in the method of dealing

Subject to compliance with the Rules, under the circumstances mentioned in the Offering Document, the Management Company may request the Trustee to approve a temporary change in the method of dealing in Units. Such approval shall not be unreasonably withheld.

8.2 Suspension of redemption of Units

- 8.2.1 The Redemption of Units may be suspended during extraordinary circumstances including closure of one or more Stock Exchanges on which any of the securities invested in by the Scheme are listed, the existence of a state of affairs, which in the opinion of the Management Company, constitutes an emergency as a result of which disposal of any investment would not be reasonably practicable or might seriously prejudice the interest of the Scheme or of the Unit Holders, or a break down in the means of communication normally employed in determining the price of any investment, or when remittance of money can not be carried out in reasonable time and if the Management Company is of the view that it would be detrimental to the remaining Unit Holders to redeem Units at a price so determined in accordance with the Net Asset Value (NAV). The Management Company may announce a suspension or deferral of redemption and such a measure shall be taken to protect the interest of the Unit Holders in the event of extraordinary circumstances or in the event redemption requests accumulate in

excess of ten percent of the Units in issue. In the event of a large number of redemption requests accumulating, the requests may be processed in a Queue System and under extreme circumstances the Management Company may decide to wind up the Fund (Details of the procedure are given in Clause 8.2.2 here in below). In the event of extra-ordinary circumstances, the Management Company may suspend or defer Redemption of Units. The circumstances under which the Management Company may suspend redemption shall be the event of war (declared or otherwise), natural disasters, a major break down in law and order, breakdown of the communication system, closure of the capital markets and /or the banking system or strikes or other events that render the Management Company or the Distributors unable to function.

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

8.3 Suspension of fresh issue of Units

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

8.4 Queue System

In the event redemption requests on any day exceed ten percent of the number of Units outstanding, the Management Company may invoke a queue system whereby requests for redemption shall be processed on a first come first served basis for upto ten percent of the Units in issue. The Management Company shall proceed to sell adequate assets of the Fund and/ or arrange borrowing as it deems fit in the best interest of the Unit Holders and shall determine the redemption price to be applied to the redemption requests based on such action. Where it is not practical to determine the chronological ranking of any requests in comparison to others received on the same Business Day, such requests shall be processed on a proportional basis proportionate to the size of the requests. The requests in excess of the ten-percent shall be treated as redemption requests qualifying for being processed on the next Business Day at the price to be determined for such redemption requests. However, if the carried over requests and the fresh requests received on the next Business Day still exceed-ten percent 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 of the Units then in issue.

8.5 Winding up in view of major redemptions

In the event the Management Company is of the view that the quantum of redemption requests that have built up shall result in the Fund being run down to an unmanageable level or it is of the view that the sell-off of assets is likely to result in a significant loss in value for the Unit Holders who are not redeeming, it

may announce winding up of the Fund. In such an event, the queue system, if already invoked, shall cease to apply and all Unit Holders shall be paid after selling the assets and determining the final Redemption (Repurchase) Price. However, interim distributions of the proceeds may be made if the Management Company finds it feasible.

9. Fees and Charges

9.1 Remuneration of the Management Company:

- 9.1.1 A remuneration of an amount as permissible under Rules.
- 9.1.2 The remuneration shall begin to accrue from the close of the Initial Period of Offer. In respect of any period other than an Accounting Period such remuneration shall be prorated on the basis of the actual number of days for which such remuneration has accrued in proportion to the total number of days accrued in the Accounting Period concerned.
- 9.1.3 The Management Company shall be entitled to draw advance remuneration on a monthly basis from the Fund Property out of its accrued remuneration.
- 9.1.4 In consideration of the foregoing and save as aforesaid the Management Company shall be responsible for the payment of all expenses incurred by the Management Company from time to time in connection with its responsibilities as Management Company of the Trust. The Management Company shall not make any charge against the Unit Holders or against the Fund Property or against the Distribution Account for its services or for its expenses, except such expenses as are expressly authorized under the provisions of the Rules and this Deed to be payable out of Fund Property.
- 9.1.5 The Management Company shall bear all expenditures in respect of its secretarial and office space and professional management, including all accounting and administrative services provided in accordance with the provisions of this Deed.
- 9.1.6 The Management Company shall however not make any further material charge against the Unit Holders nor against the Fund Property nor against the Distribution Account for its services nor for expenses, except such expenses or fees as are expressly authorized under the provisions of the Rules and the Deed to be payable out of Fund Property.

9.2. Remuneration of the Trustee:

- 9.2.1 The Trustee shall be entitled to a monthly remuneration out of the Fund Property based on an annual tariff of charges annexed hereto (Annexure “C”), which shall be applied to the average daily Net Assets during such calendar month. The remuneration shall begin to accrue from the close of the Initial Period of Offer Period. For any period other than a full calendar month such remuneration will be prorated on the basis of the actual number of days for which such remuneration has accrued in proportion to the total number of days in the calendar month concerned.
- 9.2.2 Such remuneration shall be paid to the Trustee in arrears within thirty days after the end of each calendar month.
- 9.2.3 In consideration of the foregoing and save as aforesaid and as provided in “Annexure C”, the Trustee shall be responsible for the payment of all expenses incurred by the Trustee from time to time in connection with their duties as Trustee of the Trust. The Trustee shall not make any charge against the Unit Holders or against the Fund Property or against the Distribution Account for its services or for its expenses, except such expenses as are expressly authorized to be paid out of the Fund Property under the provisions of the Rules and this Deed.

- 9.2.4 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.
- 9.2.5 Any increase in the remuneration of the Trustee agreed to by the Management Company shall require the approval of the SECP.
- 9.2.6 The Trustee shall however not make any further material charge against the Unit Holders nor against the Fund Property nor against the Distribution Account for its services nor for expenses, except such expenses or fees as are expressly authorized under the provisions of the Rules and the Deed to be payable out of Fund Property.

9.3 Formation Costs to be amortized against Property of the Fund

- 9.3.1 Formation Cost shall be charged to the Fund which are estimated at and shall not exceed 1% of Core Investment (Seed Capital)
- 9.3.2 Formation Cost will be amortized over a period not less than five years.

9.4 Other costs and expenses to be charged to and borne by the Fund

- 9.4.1 Brokerage and Transaction Costs related to investing and disinvesting of the Fund Property.
- 9.4.2 Legal and related costs incurred in protecting or enhancing the interests of the Fund or the collective interest of the Unit Holders.
- 9.4.3 Bank charges and borrowing/financial costs; provided that the charges payable to any bank or financial institution against borrowings on account of the Trust as permissible under Clause 6.7 above, shall not be higher than the normal prevailing bank charges or normal market rates.
- 9.4.4 Annual listing fee payable to the Stock Exchange(s) on which Units may be listed.
- 9.4.5 Annual fee payable to the SECP under Rule 79 of the Rules.
- 9.4.6 Taxes, if any, applicable to the Trust and its income and/or its properties.
- 9.4.7 Charges and levies of stock exchanges, national clearing and Settlement Company, SECP charges, CDC charges, CVT, Laga, Fund dividend / redemption of units transfer charges as payable to bank at time of transfer of funds to Unit Holder and such other levies and charges.
- 9.4.8 Rating fee payable to approved rating agency.
- 9.4.9 Auditors' fees and related expenses.
- 9.4.10 All expenses incurred by the Trustee in effecting the registration of all registerable fund property in the name of the fund.
- 9.4.11 All marketing expenses specifically related to the Fund.

10 Transactions with Connected Persons

- 10.1 The Fund Property shall not be invested in any security of a company if any director or officer of the Management Company individually owns more than five per cent of the total nominal amount of the securities issued or collectively the directors and officers of the Management Company own more than ten per cent of those securities.

10.2 The Fund shall not purchase from or sell any security to the Management Company or the Trustee or to any director, officer or employee of the Management Company or Trustee or to any person who beneficially owns ten per cent or more of the equity of the Management Company or the Trustee, or the major shareholders of the Trustee and Management Company, save in the case of such party acting as an intermediary.

For the purpose of sub-paragraphs (10.1) and (10.2) above the term director, officer and employee shall include spouse, lineal ascendants and descendants, brothers and sisters.

10.3 Cash forming part of the property of the Fund shall be placed as deposit with the Trustee or an institution licensed to accept deposits;

10.4 Money can be borrowed from the Trustee or any other Institution provided that the charges are not higher than the normal bank charges. Subject to the Rules, any transaction between the Trust and the Management Company or any of their respective connected persons as principal shall only be made with the prior written consent of the Trustee.

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

11.1 The Management Company shall decide as soon as possible but not later than three months after the Accounting Date whether to distribute among Unit Holders, profits, and shall advise the Trustee of the rate of such distribution per Unit. Such profits may be distributed either in the form of bonus units or cash dividend as the Management Company may determine.

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

- a) The total income earned on the Fund Property during such Accounting Period including all amounts received in respect of dividend, markup, profit, etc.;
- b) Net realized appreciation as set out in sub-clause 11.3, from which shall be deducted expenses as set out in sub-clause 11.4 and such other adjustments as the Management Company may determine in consultation with the Auditors, subject to the Rules and the provisions of the Income Tax Ordinance and the rules there under.

11.3 The proceeds of sales of rights and all other receipts deemed by the Management Company to be in the nature of capital accruing from Investments shall not be regarded as available for distribution but shall be retained as part of the Fund 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 the Management Company to be in the nature of the net realized appreciation may be distributable to the Unit Holders by the Trustee upon instructions of the Management Company and shall thereafter cease to form part of the Fund Property once transferred to the Distribution Account.

11.4 The income qualifying for distribution in respect of the relevant period shall be ascertained by deducting:

- a) Remuneration of the Management Company for the relevant period;
- b) Remuneration of the Trustee for the relevant period;
- c) Formation Cost amortized over a period not less than five years;

- d) Brokerage and transaction costs related to investing and disinvesting of the Fund Property;
 - d) Legal and related costs incurred in protecting or enhancing the interests of the Fund or the collective interest of the Unit Holders;
 - e) Bank charges and borrowing/financial costs;
 - f) Annual listing fee payable to the Stock Exchange(s) on which Units may be listed
 - g) Annual fee payable to the SECP under Rule 79 of the Rules
 - h) Taxes, if any applicable to the Fund and its income, turnover and / or its properties;
 - i) Charges and levies of stock exchanges, national clearing and Settlement Company, SECP charges, CDC charges, CVT, Laga, Fund dividend / redemption of units transfer charges as payable to bank at time of transfer of funds to Unit Holder and such other levies and charges;
 - j) Rating fee payable to approved rating agency;
 - k) Auditors' fees and related expenses;
 - l) All expenses incurred by the Trustee in effecting the registration of all registerable fund property in the name of the fund; and
 - m) All marketing expenses specifically related to the Fund.
- 11.5 In case of cash dividend, on each Distribution Date the Management Company 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 Fund Property but shall be held by the Trustee upon trust to distribute the same as herein provided.
- 11.6 After the fixation of the rate of distribution per unit, distribution payments shall be made by the Trustee through transfer to the Unit Holders' designated bank account as mentioned in the Investor Account Opening Form or through any other mode(s) of payment and such payment shall be subject to Rules.
- 11.7 Before making any distribution payment (such as bonus units, cash dividend etc.) in respect of a Unit the Trustee or the Management Company may make such deductions as may be required by law in respect of any zakat, income or other taxes, charges or assessments whatsoever and issue to the Unit Holders the certificate/advice in respect of such deduction in the prescribed form or in a form approved by the concerned authorities.
- 11.8 The Management Company shall give the Unit Holders the option at the time of opening of Unit Holder Account (via the Investor Account Opening Form) within the Unit Holder Register to receive new Units instead of cash dividend. The Unit Holders shall be entitled to change such option.
- 11.9 In case of distribution in the form of bonus units on each distribution date the Management Company shall determine the amount available for distribution as bonus Units and inform the Trustee of the same.
- 11.10 After the fixation of rate of bonus entitlement per Unit, the Management Company shall instruct the Registrar to credit the respective Unit Holders'

accounts with the designated number of Units calculated on the basis of the rate of distribution determined above against the number of Units held by them on the date of Register Closure.

- 11.11 The Management Company shall give the Unit Holder(s) the option at the time of opening of Unit Holder Account (via the Investor Account Opening Form) within the Unit Holder Register to encash bonus Units.
- 11.12 In such case the bonus Units issued to the credit of such Unit Holder(s) shall be redeemed at the redemption value determined for the day immediately succeeding the Business Day on which the bonus Units are credited and the proceeds shall be credited in accordance with the normal procedure already detailed above for Redemption of Units.
- 11.13 The Unit Holders shall be entitled to change such options. Details are given in the Offering Document.

12. Accounting Period

- 12.1 Accounting Period shall be the period ending on and including an Accounting Date and commencing (in case of the first such period) on the date on which the Fund Property is first paid or transferred to the Trustee and in any other case from the end of the preceding Accounting Period.
- 12.2 Accounting Date shall be the 30th day of June in each year and any interim dates at which the financial statements of the Fund are drawn up. Provided, however, that the Management Company may, with the consent of the Trustee and after obtaining approval of the SECP and the Commissioner of Income Tax, change such date to any other date.

13. Base Currency

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

14. Modification of the Constitutive Documents

- 14.1 The Trustee and the Management Company acting together shall be entitled by deed supplemental hereto to modify, alter or add to the provisions of this Deed in such manner and to such extent as they may consider expedient for any purpose, subject only to the approval of the SECP. Provided that, the Trustee and the Management Company shall certify in writing that, in their opinion such modification, alteration or addition is required pursuant to any amendment in the Rules or to ensure compliance with any fiscal or statutory requirement or to enable the provisions of this Deed to be more efficiently, conveniently or economically managed or to enable the Units to be dealt in or quoted on Stock Exchange or otherwise for the benefit of the Unit Holder(s) and that it does not prejudice the interests of the Unit Holder(s) or any of them or operate to release the Trustee or the Management Company from any responsibility to the Unit Holder(s).
- 14.2 Where this Deed has been altered or supplemented the Management Company shall notify the Unit Holders immediately and also publish in at least one daily newspaper widely circulated in Pakistan.
- 14.3 The Management Company may, from time to time, with the consent of the Trustee frame rules or regulations for conducting the business of the Trust or in respect of any other matter incidental thereto; provided such rules or regulations are not inconsistent with the provisions of this Deed or the Offering Document.
- 14.4 If the Commission modifies the Rules to allow any relaxations or exemptions, these will be deemed to have been included in this Trust Deed without requiring any modification as such.

14.5 If at any time, any Clause of this Deed becomes in whole or in part, illegal, invalid or unenforceable under the laws of any applicable jurisdiction, neither the legality, validity and enforceability of the remaining Clauses of this Deed hereof, nor the legality, validity or enforceability of such Clause under the law of any other jurisdiction shall in any way be affected or impaired thereby.

15. Termination and Liquidation of the Scheme

15.1 The Management Company may terminate the Scheme, if the Net Assets at any time fall below Rupees fifty million. The Management Company shall give at least three months notice to Unit Holders and shall disclose the grounds of its decision. The Management Company may announce winding up of the Trust without notice in the event redemption requests build up to a level where the Management Company is of the view that the disposal of the Fund Property to meet such redemptions would jeopardize the interests of the remaining Unit Holders and that it would be in the best interest of all the Unit Holders that the Trust be wound up.

15.2 In the event the Management Company is of the view that the quantum of redemption requests that have built up shall result in the Scheme being run down to an unmanageable level or it is of the view that the sell-off of assets is likely to result in a significant loss in value for the Unit Holders who are not redeeming, it may announce winding up of the Trust without notice.

15.3 The Trust may also be terminated by the SECP on the grounds given in the Rules.

15.4 This Deed may be terminated in accordance with the conditions specified in the Rules if there is a material breach of the provisions of this Deed or other agreement or arrangement entered into between the Trustee and Management Company regarding the Unit Trust.

15.5 Upon the Trust being terminated the Management Company shall suspend the Sale and Redemption of Units forthwith and proceed to sell all Investments then remaining in the hands of the Trustee as part of the Fund Property and shall repay any borrowing effected by the Trust together with any mark-up remaining unpaid.

15.6 The Trustee on the recommendation of the Management Company shall from time to time distribute to the Unit Holders pro rata to the number of Units held by them respectively all net cash proceeds derived from the realization of the Fund Property after making payment as mentioned in Clause 15.5 above and retaining such sum as considered or apprehended by the Management Company for all costs, charges, expenses, claims and demands.

16. Transactions relating to Investors (Unit Holders)

16.1 The Trustee shall provide the Management Company daily Statements of all the Bank Accounts being operated by the Trustee for the Unit Trust.

16.2 The Management Company 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 any other mode(s) of payment and such payment shall be subject to Rules or by dispatch of dividend cheques/warrants/advice to the Unit Holders by registered post at their respective addresses. Such dispatch shall constitute discharge of the Management Company and the Trustee in respect of such payment.

16.3 The Management Company may make arrangements through branches of banks to facilitate issuance and Redemption of Units of the Unit Trust or may appoint Investment Facilitators for this purpose. A request for purchase of Units may also

be made through the use of electronic means such as Internet or ATM facilities or Credit Card facilities.

- 16.4 The Management Company shall, from time to time, advise the Trustee of the dividend distribution for the Unit Trust. The Trustee shall establish a separate Bank Account for 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.
- 16.5 All payments for dividend shall be made by the Trustee by transfer of funds to the Unit Holder's (or the first named joint holder's or the charge holder's) designated bank account. The dividends shall be transferred to the unit holder's designated banker within 45 days after the declaration of the dividend.
- 16.6 Dividend advice shall be dispatched to the Unit Holder(s) or the charge holders' registered address within 45 days after the declaration of dividend.
- 16.7 The Trustee shall pay to the Management Company's order such sums out of the sale proceeds of Units or the sums retained out of the redemption amounts as are representative of Front-end or Back-end Loads or charges or other recoveries that are specified in the Trust Deed or Offering Document, as being payable out of the Purchase or Redemption Prices.
- 16.8 Without prejudice to the foregoing, and subject to any law for the time being in force, the Trustee shall endeavor to ensure and employ prudent practices to ensure that information pertaining to Fund Property, such as, but not restricted to, investments made, list of Unit Holders etc., is not compromised, dispersed or provided to any third party without express consent of the Management Company.
- 16.9 Where any loss is caused to the Fund Property or to the Management Company due to Trustee's failure to comply with Clause 16.6, the Trustee shall make good that loss by depositing a sum equivalent to the loss in the Fund Property or making payment to the Management Company, as the case may be.
- 16.10 Where no loss is caused to the Fund or the Management Company, but a breach of trust has been caused by the Trustee as referred to in Clause 16.9 above, the Management Company shall be entitled to recover such other reasonable penalty from the Trustee as determined by the Management Company, or in case of disagreement between the Management Company and the Trustee then Clause 31 hereof shall apply.

17. Transactions relating to Investment Activity/Portfolio Management

- 17.1 The Management Company shall, from time to time, instruct the Trustee of the settlement instructions relating to any investment/dis-investment transactions entered into by it on behalf of the respective Unit Trust. The Trustee shall carry out the settlements in accordance with the dictates of the specific transactions. The Management Company shall ensure the settlement instructions are given promptly after entering into the transaction so as to facilitate timely settlement and the Trustee, on its side, shall ensure that the settlement is handled in a timely manner in accordance with dictates of the transaction.
- 17.2 The Trustee shall ensure that where applicable, payments against investments are made against delivery and vice versa, unless specified otherwise.
- 17.3 The Trustee shall promptly forward to the Management Company any notices, reports or other documents issued by the issuers of securities, recipients of any of the Trust Funds (as deposits, refunds, distribution of dividends, income, profits, repayment of capital or for any other reason), any depository, an intermediary or

agent in any transaction or from any court, government, regulator, stock or other exchange or any other party having any connection with the transaction.

- 17.4 The Trustee shall also, if so required by the nature of such notices or documents mentioned in the foregoing clause, act, with the consent of the Management Company in a manner that is in the best interest of the Unit Trust. Such action shall include legal action if called for and the Trustee shall be entitled to recover any legal costs reasonably incurred from the Unit Trust.
- 17.5 The Management Company shall intimate the Trustee with regard to dividends, other forms of income or inflows, and any rights or warrants relating to the investments that are due to be received. Further, the Trustee shall also report back to the Management Company any such amounts or warrants that are received on such accounts from time to time.
- 17.6 The Trustee shall provide proxies or other forms of powers of attorney to the order of the Management Company with regard to any voting rights attaching to any investment.

18. Other Matters Relating to The Unit Trust

18.1 Declaration of Net Asset Value based prices

The Management Company shall, on daily basis announce the Net Asset Value based prices. Under certain circumstances as provided in the Trust Deed, the Management Company may suspend the announcement of the prices.

18.2 Offer and Redemption (Repurchase) of Units

The Registrar shall process purchase and redemption applications as well as conversion/switching 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 certain circumstances as provided in this Deed, the Management Company may suspend the issue and/or redemption of Units.

19. Voting Rights on Fund Property

- 19.1 All rights of voting attached to any Fund Property shall be exercisable by the Management Company 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 and the Trustee or the Unit Holders shall not have any right to interfere.
- 19.2 The Trustee shall upon written request by the Management Company, from time to time at the expense of the Fund execute and deliver or cause to be executed or delivered to the Management Company or their nominees powers of attorneys or proxies authorizing such attorneys and proxies to vote consent or otherwise act in respect of any investment in such form and in favour of such person(s) as the Management Company may require in writing. The phrase "rights of voting" or the word "vote" used in this sub-clause shall be deemed to include not only a vote at a meeting but the right to elect or appoint directors, any consent to or approval of any arrangement scheme or resolution or any alteration in or abandonment of any rights attaching to any Investment and the right to requisition or join in a requisition to convene any meeting or to give notice of any resolution or to circulate any statement. The Management Company shall keep record stating the reasons for casting the vote in favor of or against any resolutions.
- 19.3 Not later than one (1) Business Day of receipt, the Trustee shall forward to the Management Company all notice of meetings and all reports and circulars received by the Trustee as the holder of any investment.

20 Types of Units

- 20.1 The Management Company may initially issue the following types of Units:
- i. Class “A” (Restricted/Core Units) Units issued to the Core Investors with no Sales Load. These Units cannot be redeemed for a period of two (2) years from the date of closure of Initial Period of Offer. However such Units are transferable.
 - ii. Class “B” Units being offered and issued during the Private Placement and Initial Period of Offer (IPO) with no Sales Load.
 - iii. Class “C” Units, which shall be offered and issued after the Initial Period of Offer with or without Sales Load.
- 20.2 All Units and fractions thereof represent an undivided share in the Fund and rank *pari passu* as to their rights in the net assets, earnings, and the receipt of the dividends and distributions. Each Unit Holder has a beneficial interest in Scheme, proportionate to the Units held by such Unit Holder.
- 20.3 All Units issued from time to time shall rank *pari passu* inter se and shall have such rights as are set out in this Deed and the Offering Document.
- 20.4 Core Units/ Restricted units (Class A) to be subscribed by the Core Investors shall be offered and issued at the price of Rs. 100/- (Rupees hundred only) per Unit. Such Units shall not be redeemable for a period of two years from the date of closure of Initial Period of Offer. A mention of this restriction and its termination date shall be entered into the Register and shall be noted on any Certificate issued in respect of such Units. These units shall however be transferable.
- 20.5 After the Initial Period of Offer, the Offer Price shall be determined from time to time pursuant to sub-clause 7.2 of this Deed and Rule 80 of the Rules.
- 20.6 By a deed supplemental to this Deed the Management Company may at any time with the approval of the Trustee and the SECP on giving not less than twenty-one days notice in writing to each Unit Holder subdivide or consolidate the whole or any part of the Units and the Unit Holder shall be bound accordingly. The Management Company shall require in such notice that each Unit 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.

21. Offer of Units

- 21.1. The Management Company shall be responsible for obtaining all requisite consents and approval(s) for the Offer and issue of Units and for the issue, publication or circulation of the Offering Document.
- 21.2 Except as provided herein the Units shall be offered through the authorized offices or branches of the Distributors on all Business Days.
- 21.3 Application for Purchase of Units shall be made by completing the prescribed Purchase of units application Form and submitting it to the authorized branches of the Distributor or to the Management Company together with the payment by cheque, bank draft, payorder, credit card etc as the case may be in favour of the Fund and crossed “**Account Payee only**” or in cash upto the approved limit. Such

Forms have to be submitted within the announced business hours on the business days.

- 21.4 Each Unit Holder(s) shall be liable to pay the Offer Price of the Units subscribed by him together with a sum sufficient in the opinion of the Management Company to cover any Duties, Charges, levies etc payable in connection with the purchase of such Units and no further liability shall be imposed on him in respect of any Units held by him. The Units shall be issued in fractions upto four decimal points, only against receipt of full payment.
- 21.5 An application for purchase of Units shall deem to have been made in accordance with the provisions of the Offering Document, if such document prescribes automatic issuance of Units under certain circumstances.

22 Redemption of Units

- 22.1 The Trustee shall at any time during the life of the Trust on the instructions of the Management Company authorize redemption of Units out of the Trust funds through duly authorized Distributors and/or Investment Facilitators.
- 22.2 An application for redemption of Units shall be made by completing the prescribed Redemption of Units Form and submitting it at the authorized branch or office of the Distributor and/or Investment Facilitator within the business day during the business hours as may be announced by the Management Company from time to time. The Distributor may retain Redemption of Units Form and a copy may be supplied to the Registrar, if so required by the Management Company. No person shall be entitled to redeem only part of the Units comprised in a Certificate; provided however 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 mentioned and required at the time of opening of the account within the Unit Holder Register through the Investor Account Opening Form (Details are provided in the Offering Document).
- 22.3 The Trustee may at its option dispense with the production of any Certificate that shall have become lost, stolen or destroyed upon compliance by the Unit Holder(s) with the like requirements to those arising in the case of an application by him for the replacement thereof.
- 22.4 The Management Company shall announce the Redemption Price on a daily basis. The Redemption Price at which Units shall be redeemed shall be the price fixed by the Management Company under the terms of this Deed less any duties, charges, levies payable by the Unit Holder in the opinion of the Management Company for the redemption of such units, (if any). However, in the event Clause 8 hereunder comes into application, the redemption value shall be determined in accordance with the procedure laid out in Clause 8.
- 22.5 The amount payable on redemption may be paid to the Unit Holders by transfer to the Unit Holder's designated banker as mentioned in the Investor Account Opening Form and any other mode(s) of payment and such payment(s) shall be subject to Rules.
- 22.6 The receipt of the Unit Holders for any moneys payable in respect of the Units shall be a good discharge to the Trustee and if several persons are registered as joint unit holders anyone of them may give effectual receipt for any such monies.
- 22.7 Application for Redemption of Units will be received at the authorized offices or branches of the Distributor on all Business Days. Where redemption requests on any one Business Day exceed ten percent of either the total number of Units outstanding or NAV of the Fund, such redemption requests in excess of ten

percent may be deferred in accordance with the procedure elaborated in Clause 8 hereof.

- 22.8 The Registrar shall verify the particulars given in the application for Redemption of Units.
- 22.9 A redemption request shall deem to have been made in accordance with the provisions of the Offering Document or supplementary offering documents, if such document prescribes automatic redemption under certain circumstances.
- 22.10 The maximum interval between the receipt of a properly documented request of Redemption of Units and payment of Redemption (Repurchase) Price to such Unit Holder(s) shall be six Business Days, except to Clause 8 hereof.

23. Offer and Redemption (Repurchase) of Units Outside Pakistan

- 23.1 Subject to exchange control and other applicable laws, rules and regulations, in the event of arrangements being made by the Management Company for the Offer of Units to person(s) not resident in Pakistan or for delivery in any country outside Pakistan, the price at which such Units may be issued may, at the discretion of the Management Company, include in addition to the Offer price as hereinbefore provided a further amount sufficient to cover any exchange risk insurance, any additional stamp duty or taxation whether national, local or otherwise leviable in that country in respect of such issue or of the delivery or issue of Certificates, or any additional costs relating to the delivery of certificates or the remittance of money to Pakistan or any other cost in general incurred in providing this facility.
- 23.2 In the event that the Redemption Price for Units shall be paid in any Country outside Pakistan, the price at which such Units may be redeemed may at the discretion of the Management Company include as a deduction to the Redemption Price as hereinbefore provided a further amount sufficient to cover any exchange risk insurance and any additional stamp duty or taxation whether national, local or otherwise leviable in that country in respect of such payment or redemption or any bank or other charges incurred in arranging the payment or any other cost in general incurred in providing this facility.
- 23.3 The currency of transaction of the Trust is the Pakistan Rupee and the Management Company, Trustee or any Distributor are not obliged to transact the Purchase or Redemption of the Units in any other currency and shall not be held liable, save as may be specifically undertaken by the Management Company, for receipt or payment in any other currency or for any obligations arising therefrom.

24. Register of Unit Holders

- 24.1 A Register shall be maintained by the Registrar at such a place as is agreed by the Management Company. The Management Company shall ensure that the Registrar shall comply with all relevant provisions of this Deed and the Rules.
- 24.2 The Management Company 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 entries therein or alterations thereto.
- 24.3 The Registrar shall, within seven working days of receiving a written request from any Unit Holder(s), post (or send by courier or through electronic means) to such Unit Holder(s) details of such Unit Holder's account in the Register. The Management Company may prescribe reasonable charges for servicing of any additional requests.

- 24.4 The Register shall contain the following information:
- a) Full names, father's/husband's name and addresses of Unit Holder(s) together with a copy of the National Identity Card and/or copy of passport (if applicable).
 - b) The number and type of the Units held and the distinctive numbers of Certificate(s), if any
 - c) The date on which the name of every Unit Holder was entered in respect of the Units standing in his name
 - d) The date on which any Transfer or Redemption is registered
 - e) Information about lien, Pledge or charge on Units
 - f) Tax and Zakat status of the Unit Holder(s)
 - g) Record of the signature of the Unit Holder(s)
 - h) Nominees of the Unit Holder(s) and
 - i) Such other information as Management Company may require
- 24.5 The Register shall be conclusive evidence as to the Units held by each Unit Holder.
- 24.6 Any change of name or address of any 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).
- 24.7 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.
- 24.8 A body corporate may be registered as a Unit Holder or as one of Joint Unit Holders.
- 24.9 The Register may be closed with intimation to the Trustee for such period as the Management Company may from time to time determine and after giving at least seven days notice to Unit Holder(s), provided that it is not closed for more than forty-five days in any calendar year.
- 24.10 The Unit Holders shall be the only person to be recognized by the Trustee, the Management Company and the Registrar as having any right, title or interest in or to such Units and the Trustee, the Management Company 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, the Management Company may authorize the Registrar to record a lien on any or all Units held by a Unit Holders in favour of a third party at the request of such Unit Holders or Joint Unit Holders as the case may be.

- 24.11 The executors or administrators or succession certificate holder of deceased Unit Holder (not being one of several Joint Unit Holders) shall be the only person recognized by the Trustee and the Management Company as having title to the Units represented thereby. However, the operation of the account within the Unit Holder Register of the Unit Holder will continue as per the mandate and authority given at the time of opening of the account through the Investor Account Opening Form.
- 24.12 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 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, the Management Company 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.
- 24.13 The Trustee shall retain any money 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.
- 24.14 The registrar shall, subject to any law in force, ensure at all times and shall endeavour to implement prudent practices to ensure that the Register or the information contained therein of all or any particular Unit Holder(s) is not provided to any third party without express permission from the Management Company or the Unit Holder(s) himself, unless any disclosure is required in compliance with any applicable laws, rules and regulations or where such disclosure is required by an appropriate court or competent authority.
- 24.15 Where the Registrar is found guilty of breach of trust as referred to in 24.14 above, the Management Company may impose such penalty as deemed fit in accordance with the nature of breach. Provided further where the Fund, the Management Company, the Trustee or the Unit Holders suffer any loss due the aforementioned breach of trust, the Registrar shall be liable to make good such loss in addition to the penalty, if any imposed by the Management Company.
- 24.16 Where there is a dispute between the Management Company and the Registrar on account of ascertaining the breach of trust as referred to in 24.14 above or the loss or the penalty as referred to in 24.15 above, an Arbitrator shall be appointed for its resolution with mutual consent of the Management Company and the Registrar, the decision of which shall be binding on all the parties to dispute.

25. Issuance of Certificates

- 25.1 Upon being satisfied that the Offer Price for each Unit or fraction thereof has been received in full from the applicant, the Registrar shall issue an account statement that will constitute evidence of the number of Units registered in the name of the Unit Holder(s).
- 25.2 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 Fifty (50) per Certificate of any denomination, subject to revision of fee from time to time by the Management Company together with a

sum sufficient in the opinion of the Management Company to cover any Duties and Charges payable in connection with the issue of such Certificate. The proceeds of such fee will accrue to the Management Company.

- 25.3 Certificates shall only be issued for Units that have been fully paid.
- 25.4 Certificates where requested shall be issued as herein provided not later than twenty-one Business Days after the date of such request. The Certificate may be sent to the principal account holder named first or his duly authorized nominee at his own risk by registered post or by courier service or may be collected by the Unit Holder(s) from the Distributor.
- 25.5 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.
- 25.6 Certificates shall be issued in such form as may from time to time be agreed between the Management Company and the Trustee. A Certificate shall be dated, shall bear the name of Trust, name and address of the Management Company and the name of the Trustee, shall bear a distinctive serial number and shall specify the number of Units represented thereby and the name and address of the Unit Holders as appearing in the Register.
- 25.7 Certificates may be engraved or lithographed or printed as the Management Company may determine from time to time with the 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 the Management Company by a duly authorized officer(s) of the Management Company. Every such signature shall be autographic unless there shall be for the time being in force an arrangement authorized by the Trustee adopting some lithographic or other mechanical method of signature in which event all or any of such signatures may be effected by the method so adopted. The Certificates shall also bear the signature of the authorized representative(s) of the Registrar, which shall always be autographic. No Certificate shall be of any force or effect until signed as herein above mentioned. Certificate so signed shall be valid and binding notwithstanding that before the date of delivery thereof the Trustee or the Management Company or the Registrar or any person whose signature appears thereon as a duly authorized signatory may have ceased to be the Trustee, Management Company, Registrar, Distributor or an Authorized Signatory.

26. Replacement of Certificates

- 26.1 Subject to the provisions of this Deed and in particular to the limitations of the denominations of Certificates as may be fixed by the Management Company and subject to any regulations from time to time made by the Trustee with the approval of the Management Company every 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.
- 26.2 In case any Certificate shall be lost, stolen, mutilated, defaced or destroyed, the Registrar with the approval of the Management Company may issue to the person entitled new Certificate in lieu thereof. No such new Certificate shall be issued unless the applicant shall previously have:
 - i) Returned the mutilated or defaced Certificate or furnished to the Distributor/Registrar evidence satisfactory to the Management Company of the loss, theft or destruction of the original Certificate,

- ii) Paid all expenses incurred in connection with the investigation of the facts; and
 - iii) Furnished such indemnity as the Management Company and the Trustee may require. Neither the Management Company 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 the Management Company may also require issuance of public notices in newspapers at the cost of the pertinent Unit Holder before issuing any new Certificate.
- 26..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 fifty (50) Rupees for each Certificate, subject to revision of fee from time to time by the Management Company together with a sum sufficient in the opinion of the Management Company to cover any Duties and Charges payable in connection with the issue of such Certificate.

27. Transfer of Units

- 27.1 Every Unit Holder(s) shall be entitled to transfer the Units held by him by an instrument, i.e. the Service Request Form, in such form as the Management Company may prescribe from time to time.
- 27.2 A Certificate shall be transferable only in its entirety.
- 27.3 The aforesaid 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.
- 27.4 The instrument of transfer, i.e. the Service Request Form, must be duly completed in all respects including affixation of transfer stamps of the requisite value, if applicable. 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 or as required by the Registrar.
- 27.5 All instruments of transfer shall be retained by the Registrar.
- 27.6 The Registrar/Transfer Agent with the prior approval of the Management Company 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 and all registers, statements and other records and documents relating to the Trust at any time after the expiration of six years from termination of the Trust. The Trustee or the Management Company or the Distribution Company or Registrar shall be under no liability whatsoever in consequence thereof and it shall conclusively be presumed in favour of the Trustee or the Management Company or the 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 the Management Company or the Distribution Company or Registrar and that every Certificate so destroyed was a valid Certificate duly and properly cancelled, provided always that:
- i) The provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document may be relevant;

- ii) Nothing in this sub-clause shall be construed as imposing upon the Trustee or the Management Company or the 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 (i) above are not fulfilled; and
- iii) Reference herein to the destruction of any document includes reference to the disposal thereof in any manner.

28. Pledge/Lien of Units

- 28.1 Any Unit Holder as per the Investor Account Opening Form may request the Registrar to record a Pledge/Lien of all or any of his/their Units in favor of any third party legally entitled to invest in such Units in its own right. The Registrar shall register a lien on any Units in favor of any third party with the consent of the Management Company. Any charges, duties, levies etc applicable on such Pledge/Lien will be borne by the Pledgor.
- 28.2 The Pledge/Lien once registered shall be removed by the authority of the party in whose favor the Pledge/Lien has been registered or through an order of a competent court. Neither the Trustee, nor the Management Company, nor the Registrar, shall be liable for ensuring the validity of any such Pledge/Lien. The disbursement of any loan or undertaking of any obligation against the constitution of such Pledge/Lien by any party shall be at the entire discretion of such party and neither the Trustee nor the Management Company nor the Registrar takes any responsibility in this matter.
- 28.3 Payments of dividends or the issue of bonus Units and Redemption proceeds or any other benefits of the Units under Pledge/Lien shall be made to the Pledgee / Lien Holder for the Account of the Unit Holder.

29 Conversion of Units

A Unit Holder may convert the Units held by him in the NAMCO INCOME FUND into the units of any other schemes being offered by the Management Company, subject to such terms and conditions as set forth by the Management Company.

30. Audit

- 30.1 The Management Company shall at the establishment of the Scheme and with the consent of the Trustee, appoint as auditor, a firm of chartered accountants who shall be independent of the auditor of the Management Company and the Trustee and such auditor shall not be appointed for more than three consecutive years. The Management Company may at any time, with the concurrence of the Trustee, remove the Auditors and appoint another Auditor in its place.
- 30.2 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 the Management Company or the Trustee.
 - b) A person who is a partner of, or in employment of, a director, officer, employee, or connected person of the Management Company or Trustee.
 - c) The spouse of a director of the Management Company or Trustee.
 - d) A person who is indebted to the Management Company or Trustee; and
 - e) A body corporate.

- 30.3 Appointment of a partnership firm to be the Auditors shall be deemed to be the appointment of all persons who are partners in the firm for the time being.
- 30.4 The Auditors shall have access to the books, papers, accounts and vouchers of the Trust, whether kept at the office of the Management Company, Trustee, Custodian, Registrar or elsewhere and shall be entitled to require from the Management Company, Trustee and their directors, officers and agents such information and explanations as considered necessary for the performance of audit.
- 30.5 The Trustee shall be entitled to require the Auditors to provide such further reports as may be agreed between the Trustee and the Management Company as may be considered necessary to facilitate the Trustee in issuing the certification required under the Rules.
- 30.6 The Auditors 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.
- 30.7 The contents of the Auditors report shall be as required in the Rules.
- 30.8 The Management Company shall:
- a) Within one month of the close of the first and third quarter and within two months of the close of first half (6 months) of its year of account, prepare and transmit (physically or through electronic means or on the web subject to SECP approval) to the Unit Holders and the Commission balance sheet as on the end of that quarter, profit and loss account, cash flow statement and a statement of changes in equity for that quarter, whether audited or otherwise, in accordance with the Rules.
 - b) Within three months of closing of the Accounting Period, prepare and transmit (physically or through electronic means or on the web subject to SECP approval) the annual report together with a copy of the balance sheet, income and expenditure account together with the Auditor's report for the Accounting Period to the SECP and Unit Holders in accordance with the Rules.

31. Arbitration

In the event of any disputes arising out of this Trust Deed or Offering Document between the Management Company on the one part and the Trustee on the other part, including as to the respective rights and obligations of the Parties hereto, as well as those relating to the interpretation of the terms and conditions of this Trust Deed and/or the Offering Document relating to the Unit Trust, the same shall be referred to arbitration by two arbitrators, one to be appointed by the Management Company and the other to be appointed by the Trustee. In the event of lack of consensus between the two arbitrators, the matter shall be referred to an umpire, to be selected by the two arbitrators before commencement of the reference. The unanimous decision of both the arbitrators, or the decision of the umpire, as the case may be, shall be final and binding upon both the Parties. 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, (who may even be the heads of corporate members). The venue of the arbitration shall be Karachi. The arbitration shall be conducted in accordance with the Arbitration Act, 1940.

32. Confidentiality

The Trustee and the Management Company and every director or officer of the said parties who are in any way engaged in the business of the Trust and all persons employed or engaged by the said parties 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.

33. Miscellaneous

- 33.1 Any notice required to be served upon the Unit Holders 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.
- a) The Trustee or the Management Company shall advertise any such notice in one leading daily newspaper in Pakistan having nation wide circulation
 - b) Service of a notice or document to principal Account Holder shall be deemed effective service on all the other Joint Unit Holders.
 - c) Any notice or document sent by post or courier service to or left at the registered address of a Unit Holders shall notwithstanding that such Unit Holders be then dead or bankrupt and whether or not the Trustee or the Management Company have notice of his death or bankruptcy be deemed to have been duly served and such service shall be deemed a sufficient service on all persons interested (whether jointly with or as claiming through or under him) in the Units concerned.
- 33.2 If at any time, any Clause of this Deed is or becomes in whole or in part illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity and enforceability of the remaining Clauses of this Deed hereof, shall not in any way be effected or impaired thereby.
- 33.3 A copy of this Deed and of any such supplemental deed shall be made available for inspection at the respective Head Offices of the Trustee and of the Management Company at all times during usual business hours and shall be supplied by the Management Company to any person on application at a charge of fifty (50) Rupees per copy or at such rate as determined from time to time by the Management Company.

34. Definitions

Unless the context requires otherwise the following words or expressions used in this Deed above, shall have the following meanings respectively assigned to them viz.:

- 34.1 “Accounting Date” means 30th June in each year and any interim dates at which the financial statements of the Trust are drawn up. Provided, however, that the Management Company may, with the consent of the Trustee and after obtaining approval of the SECP and the Commissioner of Income Tax, change such date to any other date.
- 34.2 “Accounting Period” means a period ending on and including an Accounting Date and commencing (in case of the first such period) on the date on which the Fund Property is first paid or transferred to the Trustee and in any other case from the end of the preceding Accounting Period.

- 34.3 “Auditors” means a firm of chartered accountants that is appointed by the Management Company, with the consent of Trustee, as the auditor for the Scheme, who shall be independent of the auditor of the Management Company and the auditor of the Trustee, as provided under the Rules;
- 34.5 “Authorized Investment” means investments transacted, issued, traded or listed inside or outside Pakistan and includes any of the following:
- 34.5.1 Government of Pakistan Investment Bonds, Federal Investment Bonds, Treasury Bills and other Government Securities;
- 34.5.2 Secured and listed debt securities issued by local governments, government agencies
- 34.5.3 Secured and listed debt securities issued by public sector entities and/or financial institutions.;
- 34.5.4 Secured and listed debt securities issued by private sector entities and / or financial institutions;
- 34.5.5 Debentures and Debenture stocks;
- 34.5.6 Participation Term Certificates;
- 34.5.7 Privately Placed Term Finance Certificates;
- 34.5.8 Listed Term Finance Certificates;
- 34.5.9 Modaraba Certificates and Musharika Certificates;
- 34.5.10 Sukuks;
- 34.5.11 Asset-backed or mortgage-backed securities or debt securities traded in the Over-the-counter (OTC) Markets;
- 34.5.12 Long, medium and short term deposits with commercial banks;
- 34.5.13 Long, medium and short term deposits in foreign currencies with Commercial Banks after prior approval of the applicable regulatory authorities;
- 34.5.14 Commercial Papers;
- 34.5.15 Convertible debt securities issued by corporates / financial institutions;
- 34.5.16 Certificates of Investments/Deposits issued by financial institutions;
- 34.5.17 Reverse REPO Transactions against money market and fixed income securities;
- 34.5.18 Continuous Funding System (CFS); or its replacement thereof with necessary SECP approval, if so required. Investment in CFS shall be restricted upto a maximum of 50% of Net Assets of the Fund, with not more than 20% of the aforesaid CFS amount in one scrip at the time of investment;
- 34.5.19 Spread Transactions, NAMCO Income Fund will enter into transactions aimed at earning a spread in the price of securities resulting from the timing difference between ready and future settlements. NAMCO Income Fund will buy in the ready settlement market and sell in future settlement market and reverse thereof. Both the transactions will be carried out simultaneously so as to avoid any risk emanating from the movement in the prices of underlying securities. In the future if there are certain changes in methodology of settlement of futures transactions, a revised mechanism will be permissible subject to the SECP’s

special or general approval;

34.5.20 Subject to obtaining separate prior approval of SECP or other regulatory approvals, the Scheme may seek to invest in foreign fixed income and money market securities on such terms, guidelines and direction as may be issued by the SECP and the State Bank of Pakistan from time to time;

34.5.21 Derivatives including Warrants, Options, Interest rate swaps, Forward Rate Agreements, any other derivative instruments subject to the prior written approval of SECP. Investment in this asset class would be for hedging purposes only and subject to such terms and conditions as approved by the SECP from time to time; and

34.5.22 Any other money market/fixed income security and/or instruments that may be allowed by the SECP and the Rules;

The investments in aforesaid asset classes shall be subject to such exposure limits and minimum ratings as specified in the Offering Document.

34.6 “Back-end Load” means a Processing Charge, not exceeding five percent of the Net Asset Value, deducted by the Management Company from the Net Asset Value in determining the Redemption Price.

34.7 “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.

34.8 “Bank Accounts” means those account(s) opened and maintained for the Trust by the Trustee at Banks, the beneficial ownerships in which shall vest in the Unit Holders.

34.9 “Business Day” means a day (such business hours thereof) when Banks are open for business in Pakistan and / or such hours for which Management Company is open for business.

34.10 “Continuous Fund System (CFS)” is a form of financing transacted through the Stock Exchange. It consists of two simultaneous transactions, the first for purchase of an underlying security (shares) on the next settlement date and the second for selling back the security at a higher price for a subsequent settlement date.

34.11 “Certificate” means the definitive certificate acknowledging the number of Units registered in the name of the Unit Holder(s) issued at the request of the Unit Holders pursuant to the provisions of the Trust Deed.

34.12 “Connected Person” shall have the same meaning as assigned in the Rules.

34.13 “Constitutive Document” means the principal documents governing the formation of an open-ended scheme and all related material agreements.

34.14 “Core Investors” of the Scheme shall be such initial Investors whose subscription shall in aggregate be in compliance of the requirements of Rule 67(2) (f) of the Rules. The Core Investors shall be issued with Core Units representing their subscriptions. Particulars of the Core Investors shall be included in the Offering Document that shall be issued for this Trust.

34.15 “Core Units” shall mean such Units of the Trust that are issued to Core Investors with the condition that these are not redeemable for a period of two years from the date of close of Initial Period of Offer. Such Units are transferable with this condition, but otherwise shall rank *pari passu* with all other Units, save for this

restriction. Any transfer of the Core Units, during the first two years of their issue, shall be affected only on the receipt by the Registrar of a written acceptance of this condition by the transferee.

- 34.16 “Custodian” means a Bank, a Central Depository Company, or any other depository for the time being appointed by the Trustee in consultation with the Management Company and the SECP, 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 Fund in accordance with Clause 5.3.5.
- 34.17 “Distribution Account” means the account (which may be a current, saving or deposit account) maintained by the Trustee with a Bank as directed by the Management Company in which the amount required for distribution of income to the Unit Holders shall be transferred. Interest, income or profit, if any, including those accruing on unclaimed dividends, in this account shall be transferred to the main account of the Fund from time to time, as part of the Fund Property for the benefit of the Unit Holders.
- 34.18 “Distributor(s)” means Company (ies), Firm(s) or Bank(s) appointed by the Management Company for performing any or all of the Distribution Functions and shall include the Management Company itself, if it performs the Distribution Functions;
- 34.19 “Distribution Functions” means the functions with regard to:
- 34.19.1 Receiving applications for Purchase of Units together with aggregate Offer Price for Units applied for by the applicants;
- 34.19.2 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 the Management Company or the Registrar as appropriate; and
- 34.19.3 Acknowledging receipt by delivering customer copy in respect of 34.19.1 and 34.19.2 above;
- 34.19.4 Accounting to the Trustee for (i) monies received from the applicants when they purchase Fund Units; (ii) payments made to the Unit Holders on Redemption of Units; and (iii) expenses incurred in relation to the Distribution Functions.
- 34.20 “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 Distributor or any Front-end 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.
- 34.21 “NAMCO Income Fund” (an open end fixed income fund), “NIF”, “The Scheme”, “The Trust”, “The Unit Trust” or “The Fund” means the Unit Trust constituted by this Trust Deed for continuous offers for Sale of Units.

- 34.22 “Formation Cost” means all preliminary and floatation expenses of the Scheme including expenses in connection with authorization of the Scheme and its application fee payable to SECP, execution and registration of the Constitutive Document, issue, legal costs, printing, circulation and publication of the Offering Document, announcements describing the Fund, and inviting investment therein and all expenses incurred during the period leading up to the Initial Period of Offer.
- 34.23 “Front-end Load” means the sales and processing charges, also described as Sales Load in Clause 34.46, payable to the Management Company, which are included in the Offer Price of Units.
- 34.24 “Fund’s Auditors” means the Auditors.
- 34.25 “Fund Property” means the aggregate proceeds of the sale of all Units at Offer Price and any Transaction Costs recovered in the Offer or Redemption (Repurchase) price after deducting there from or providing there against the value of Redemption, Front-end Load, Backend Load, Duties and Charges (if included in the Offer Price or Redemption (Repurchase) Price applicable to the Sale or Redemption of Units and any expenses chargeable to the Fund; and includes the Investment and all income, profits, shares, securities, deposits, right and bonus shares, cash, bank balances, dividends, fees, commissions, receivables, claims, contracts, licenses, privileges and other benefits arising there from and all cash and other movable or immovable assets and properties of every description, whether accrued or accruing, for the time being held or deemed to be held upon trust by the Trustee for the benefit of the Unit Holders pursuant to the Trust Deed and shall include the income, profit, interest etc earned on the amount credited to the Distribution Account but shall not include any amount standing to the credit of the Distribution Account and the income earned on the investments of the Core Investors (seed capital) and Private Placement Investors (as per Clause 5.5.8 and Clause 20) upto the date of the close of the Initial Period of Offer.
- 34.26 “Holder” or “Unit Holders” means the Investor for the time being entered in the Register as owner of a Unit or a fraction thereof including Investor jointly so registered pursuant to the provisions of this Deed.
- 34.27 “Initial Period of Offer” means the same as “Initial Offering Period” and “Initial Public Offer” which means the period determined by the Management Company which shall not exceed ten days (provided that this period may be extended with the prior approval of SECP)during which Units shall be offered at Initial Price in terms of Offering Document.
- 34.28“Initial Price” means the price of Rs. 100 per Unit offered by the Management Company during the Initial Period of Offer.
- 34.29 “Investment” means any Authorized Investment forming part of the Fund Property.
- 34.30 “Investment Facilitator” (Facilitator) means an Individual, Firm, Corporate or other Entity appointed by the Management Company, at its sole responsibility, to identify solicit and assist Investors in investing in the Scheme. The Management Company shall compensate the Facilitators out of the Sales Load collected by it in the Offer Price.
- 34.31 “Net Assets” means the excess of assets over liabilities of the Fund, such excess being computed in the manner as specified under the Rules.
- 34.32 “Net Asset Value” means per Unit Value of the Fund arrived at by dividing the Net Assets by the number of Units outstanding.

- 34.33 “Offer Price (Purchase Price)” means the sum to be paid by the investor for the purchase one Unit, such price to be determined pursuant to the Offering Document.
- 34.34 “Offering Document” means the prospectus, advertisements or other documents (approved by the SECP), which contain the investment and distribution policy and all other information in respect of the Scheme, as required by the Rules and is calculated to invite offers by the public to invest in the Scheme.
- 34.35 “Ordinance” means Companies Ordinance 1984.
- 34.36 “Par Value” means the First Offer Price of a Unit that shall be Hundred Rupees.
- 34.37 “Personal Law” means the law of inheritance and succession as applicable to the Individual Unit Holder(s).
- 34.38 “Pre Initial Public Offering (Pre-IPO)” means period during which the investors have subscribed to the Units of the Scheme before the Initial Period of Offer”.
- 34.39 “Private Placement Investors” mean those investors who subscribe to Class ‘B’ Units prior to the Initial Period of Offer as mentioned in Clause 20.1 above”.
- 34.40 “Redemption Price (Repurchase Price)” means the amount to be paid to the relevant Holder of a Unit upon Redemption of that Unit, such amount to be determined pursuant to Clause 7.4 of the Trust Deed and to be stated in the Offering Document.
- 34.41 “Redemption of Units Form” means the prescribed form, which is to be stated in the Offering Document.
- 34.42 “Register” means the Register of the Holders kept pursuant to the Rules and the Trust Deed.
- 34.43 “Registrar” means an organization that the Management Company may appoint for performing the Registrar Functions and may include a department of the Management Company. The term and definition of “Transfer Agent” is also covered within the definition of a Registrar.
- 34.44 “Registrar Functions” means the functions with regard to:
- 34.44.1 Maintaining the Register;
 - 34.44.2 Processing requests for Offer, Redemption (Repurchase), Transfer and Transmission of Units and requests for recording of lien or for recording of changes in data with regard to the Unit Holder(s);
 - 34.44.3 Issuing Account Statement to the Unit Holders;
 - 34.44.4 Issuing Certificates to the Unit Holders if required;
 - 34.44.5 Dispatching income distribution advice and/or bank transfer intimations;
and
 - 34.44.6 Canceling old Certificates on Redemption or Replacement.
- 34.45 “Rules” means the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003, as amended from time to time.
- 34.46 “Sales Load” means the sales and processing charge or commission (excluding Duties and Charges) not exceeding five percent (5%) of the Net Asset Value. The

Management Company may, at its discretion, charge different levels of the load to different Investors from time to time.

- 34.47 "SECP" means the Securities and Exchange Commission of Pakistan
- 34.48 "Stock Exchange" means Karachi Stock Exchange, Lahore Stock Exchange, Islamabad Stock Exchange or any other stock exchange registered under the Securities and Exchange Ordinance 1969.
- 34.49 "Service Request Form" means the prescribed form, which is to be stated in the Offering Document.
- 34.50 "Transaction Costs" means the costs incurred or estimated by the Management Company to cover the costs (such as, but not restricted to, Brokerage, Trustee charges, Taxes or Levies on transactions, etc.) related to the investing or disinvesting activity of the Fund's portfolio, necessitated by creation or cancellation of Units. Such costs may be added to the NAV for determining the Offer Price of Units or be deducted from the NAV in determining the Redemption (Repurchase) Price. The Transaction Costs may not normally be applied in determining these prices, however, if the Management Company is of the view that it is in the overall interest of the Unit Holders, it may with intimation to the Trustee, apply such charge either to the Offer or the Redemption Price. The Management Company may, however, apply Transaction Costs while determining Offer or Redemption (Repurchase) prices, without intimating the Trustee provided the difference between the Offer Price and the Redemption (Repurchase) Price does not exceed five percent. The element of Transaction Costs taken into account in determining the prices and collected so, shall form a part of the Fund Property.
- 34.51 "Unit" means one undivided share in the Scheme and where the context so indicates a fraction thereof.
- 34.52 Words and expressions used but not defined herein shall have the meanings assigned to them in the Rules. Words importing persons include corporations, words importing the masculine gender include the feminine gender, words importing singular include plural and words "**written**" or "**in writing**" include printing, engraving, lithography or other means of visible reproduction.

IN WITNESS WHEREOF THIS DEED has been executed on the day and year first above written.

The Common Seal of **National Asset Management Company Limited** was hereunto affixed in the presence of;

Seal 1) _____Chief Executive

The Common Seal of **First Dawood Investment Bank Limited** was hereunto affixed in the presence of;

Seal 1) _____Chief Executive Officer

Witnesses:

1) Name: _____

NIC : _____

Signature: _____

2) Name: _____

NIC : _____

Signature: _____

Annexure 'A'

(Copy of License of NAMCO)

Annexure 'B'

(Copy of the letter of Trust Deed approval of proposed NAMCO Income Fund by SECP)

Annexure 'C'

**TARIFF STRUCTURE FOR OPEN-END MUTUAL FUNDS
UNDER FDIBL'S TRUSTEESHIP**

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

Amount of Funds Under Management (Average NAV)	TARIFF
	0.15% p.a. flat on NAV

Annexure 'D'

(Copy of the Letter by SECP for the appointment of Trustee for Proposed NAMCO Income Fund)