

***TRUST DEED***  
***OF***  
***MEEZAN PAKISTAN SOVEREIGN CASH FUND***

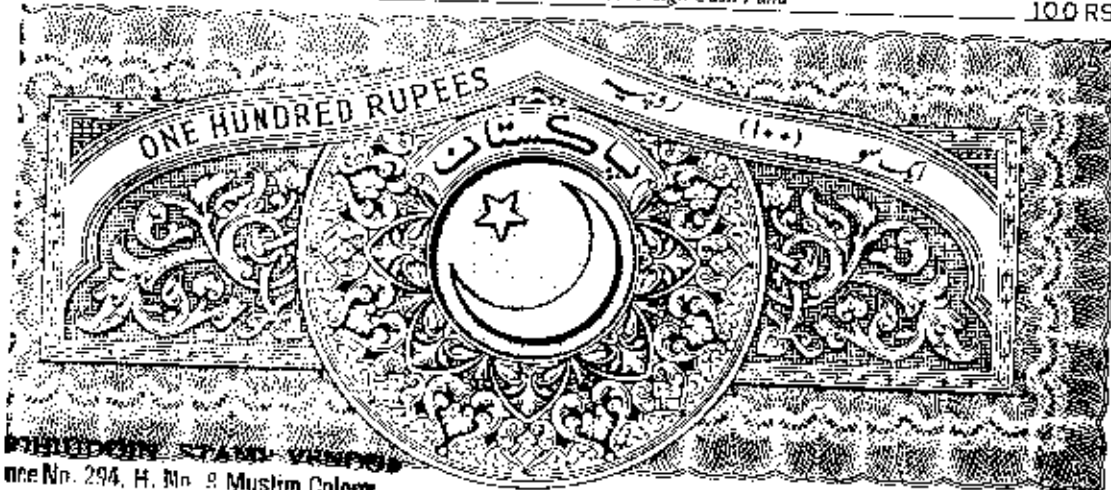
***Dated: May 14, 2009***

***BY AND BETWEEN***

***AL MEEZAN INVESTMENT MANAGEMENT LIMITED***

***AND***

***CENTRAL DEPOSITORY COMPANY OF PAKISTAN LIMITED***



Office No. 294, H. No. 2 Muslim Colony,  
Aligarh F.F.C. D.D. Karachi.

10 May 2009

Advocate High Court  
Karachi

R. No. 184  
Sub-Registrar-I  
Janjira Town, Karachi



*Mohammad Arif*  
TRUST DEED  
OF

**MEEZAN PAKISTAN SOVEREIGN CASH FUND**

THIS TRUST DEED is made and entered into at Karachi, on this May 12 2009

1. **NAME OF THE OPEN-END SCHEME**  
Meezan Pakistan Sovereign Cash Fund (MPSCF)
2. **CATEGORY OF THE SCHEME**  
Meezan Pakistan Sovereign Cash Fund shall be an open end Shariah Compliant (Islamic) Money Market Scheme.
3. **PARTICIPATING PARTIES**  
At Meezan Investment Management Limited, an unlisted public limited company, incorporated under the Companies Ordinance, 1984 (hereinafter called the "Management Company" which expression where the context so permits, shall include its successors in interest and assigns), licensed as a Non Banking Finance Company with a license to perform Asset Management Services under the Non Banking Finance Companies (Establishment and Regulation) Rules, 2003 (hereinafter referred to as the "Rules"), having its registered office at Ground Floor, Block B, Finance and Trade Centre (FTC) Shahrah-e-Faisal Karachi, of One Part

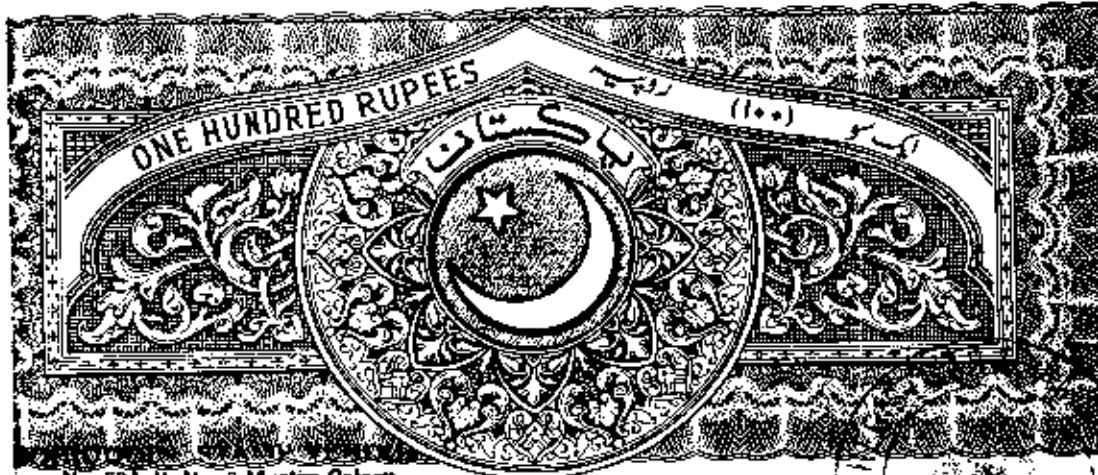
AND

Central Depository Company of Pakistan Limited (CDC), an unlisted public limited company, incorporated under the Companies Ordinance, 1984, and registered to act as a central depository under Rule 4(3) of the Central Depository Companies (Establishment & Regulation) Rules, 1996, having its Registered Office at CDC House, 99-B Block 'B' S.M.C.H.S., Main Shahrah-e-Faisal, Karachi, (hereinafter called the "Trustee" which expression where the context so permits, shall include its successors in interest and assigns) of the Other Part.

WHEREAS:

- A. The Management Company has been licensed as an Asset Management Company pursuant to the Rules (License to undertake Asset Management Services attached herewith as Annexure "A").

*[Signatures]*



Office No. 294, H. No. 8 Muslim Colony,  
Near F.T.C. Bldg Karachi.

10 JUL 2009

R. No. 184

Sub-Registrar  
Jamshed Town, Karachi



to with Address Chaudhary A. S. Akhbar  
to with Address to ADVOCATE HIGH COURT

B. The Management Company has been authorized by the Commission vide its letter No. NBFC-II/DD/MPSCF/511/2009 dated May 07, 2009, attached herewith as Annexure "B" to constitute a Trust under the name and title of "Meezan Pakistan Sovereign Cash Fund" (hereinafter referred to as the "Scheme", or the "Trust" or the "Unit Trust" or the "Fund" or "MPSCF") and to register this Trust Deed, pending registration for the establishment, operation and registration as notified entity of the Fund in accordance with the provisions of the Rules, Regulations and this Trust Deed;

- C. The Management Company has nominated and appointed CDC as trustee of the Fund and the Trustee has accepted such appointment upon the terms and conditions herein contained and the tariff structure for trusteeship attached herewith as Annexure "C";
- D. The Commission has also approved the appointment of the Trustee; vide letter No. NBFC-II/DD/MPSCF/511/2009 dated May 07, 2009, attached herewith as Annexure "D".
- E. Meezan Pakistan Sovereign Cash Fund shall be an open end Shariah Compliant (Islamic) Asset Allocation Scheme
- F. All conducts and acts of the Fund shall be Shariah compliant as per the guidelines of the Shariah Advisor of the Fund.
- G. Meezan Pakistan Sovereign Cash Fund shall be managed as per NBFC Rules and Regulations in letter and spirit.
- H. In order to attain the aims and objectives of the Scheme, the Management Company has handed over to the Trustee, an initial sum of Rupees Ten Thousand only (Rs. 10,000/-).

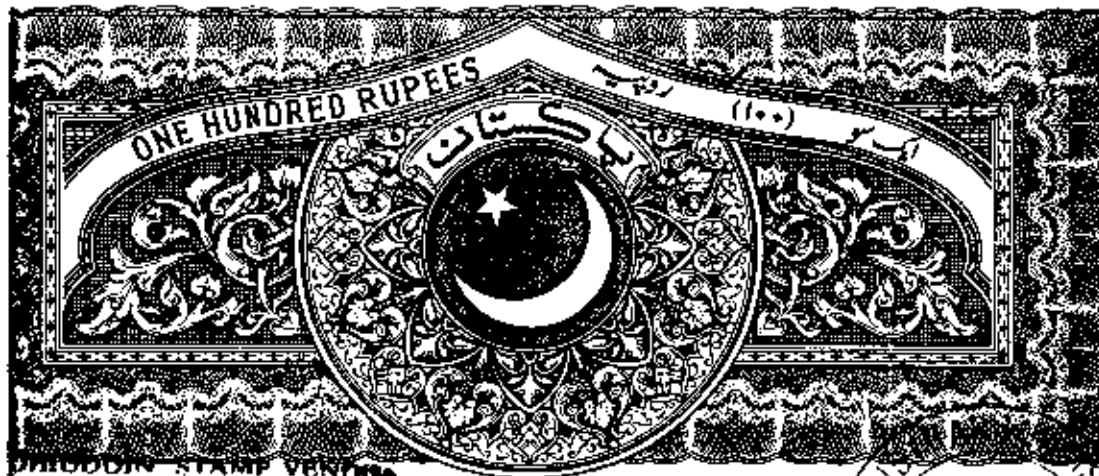
NOW, THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:

4 GOVERNING LAW

This Deed shall be subject to and be governed by the Laws of Pakistan, including the Ordinance, the Rules, the Regulations and all other applicable laws and 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 Regulations 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 Regulations, the latter shall supersede and prevail over the provisions contained in this Deed. Furthermore, all investments of the Fund Property shall be in accordance with the Islamic Shariah as per the guidelines provided by the Shariah Advisor. The Fund shall also be subject to the rules and regulations framed by the State Bank of Pakistan with regard to the foreign investments made by the Fund and investments made in the Fund from outside Pakistan.

The investments made in offshore countries and the Bank Accounts and custodial services accounts that may be opened by the Trustee for the Fund in any offshore countries on the instructions of the Management Company shall also be subject to the laws of such countries.

*[Handwritten signatures]*



STAMP VENDOR  
No. 294, H. No. 8 Muslim Colony,  
Near F.T.C. Bldg. Karachi.

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With Account No. Chaudhary M. S. Akbar  
with Address No. ADVOCATE HIGH COURT

(Attached)  
SIGNATURES

10 JUL 2008

R. No. 184  
Sub-Registrar-I  
Jamshed Town, Karachi



Subject to the Arbitration Clause 37 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.

#### 5 DECLARATION OF TRUST

It is hereby declared unequivocally, that a Unit Trust, in the name and title of Meezan Pakistan Sovereign Cash Fund is hereby created and the Management Company is hereby appointed to establish, manage, operate and administer that said Unit Trust and the Trustee is hereby nominated, constituted and appointed as the Trustee of the Unit Trust. The Management Company and the Trustee hereby agree to such appointment and further declare that:

- this Deed and any supplemental hereto is binding on each Unit Holder as if he had been a party to it and so to be bound by its provisions and authorizes and requires the Trustee and the Management Company to do as required of them by the terms of this Deed, the Rules and the Regulations;
- the property of the Scheme is held by the Trustee on trust for the Unit Holders *pari passu* according to the number of Units held by each Unit Holder;
- a Unit Holder shall not be liable to make any further payments after he had paid the Offer Price of his Unit(s) and that no further liability can be imposed on him in respect of Unit(s) which he holds.
- the Trustee shall issue a report to the Unit Holders, to be included in the annual report and second quarter report of the Scheme, in accordance with the Regulations;

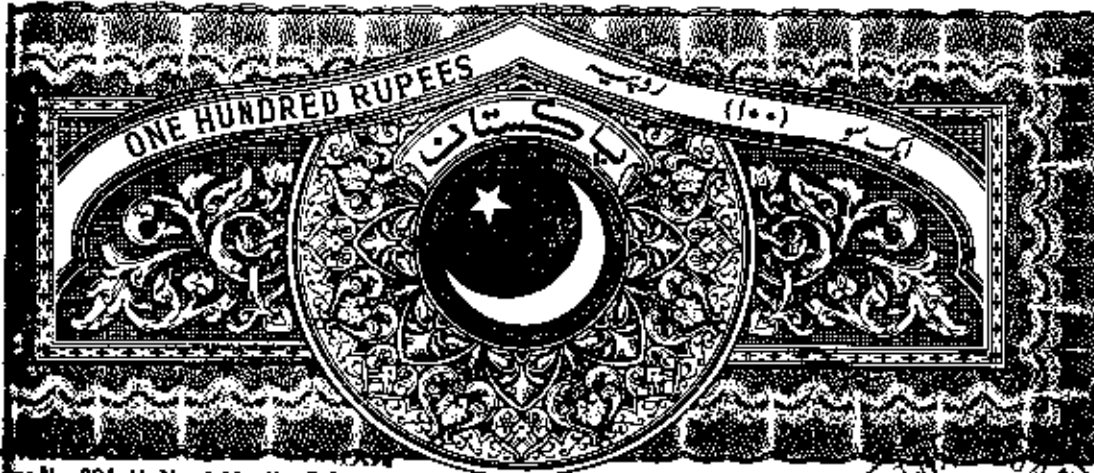
The Trust shall be managed and operated strictly in terms of the provisions contained and stipulated in this Deed, the Offering Document, the Rules and Regulations (as amended or replaced from time to time) and the conditions, if any, which may be imposed by the Commission from time to time.

#### 6 DEFINITIONS

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

- "Accounting Date" means 30th 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 approval to the Commission and the Commissioner of Income Tax, change such date to any other date.
- "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 first day subsequent to the end of the preceding Accounting Period.

*[Handwritten signatures]*



Case No 294, H No 8 Muslim Colony,  
Near F.T.C. Bldg Karachi

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with Address *Chaudhary S. J. Siddiqi*  
with Address to **ADVOCATE HIGH COURT**

(Attached) *[Signature]*  
TRUSTEE'S SIGNATURE

10 JUL 2008

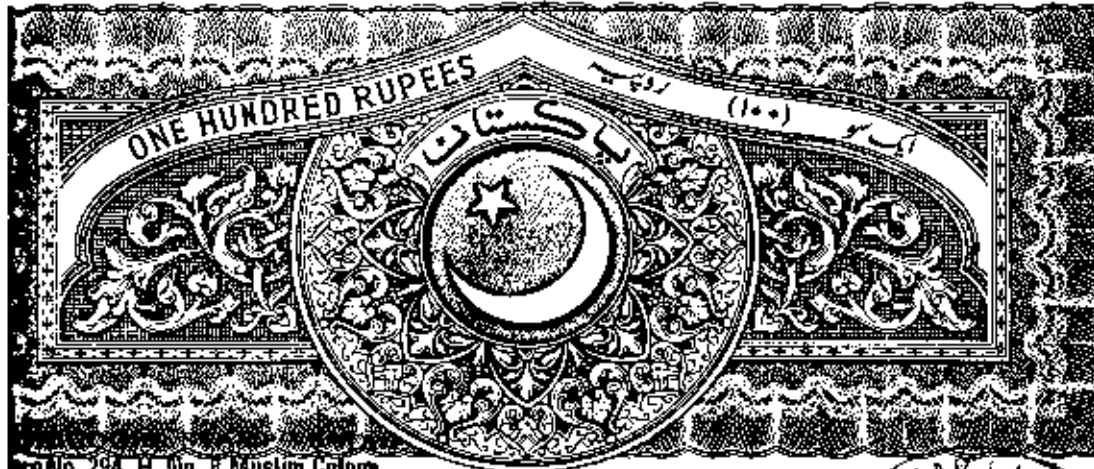
R. No. 189

Sub-Registrar-I  
Jamshed Town, Karachi



- 6.3 "Administrative Arrangement" means any investment plan(s) offered by the Management Company where such plans allow Unit Holders a focused investment strategy in any one or a combination of Collective Investment Schemes managed by the Management Company and for which CDC is appointed as the Trustee
- 6.4 "Annual Accounting Period" or "Financial Year" means the period shall commence on 1st July and shall end on 30th June of the succeeding calendar year.
- 6.5 "Auditors" means a firm of chartered accountants that is appointed by the Management Company from the approved list of auditors circulated by the Commission, with the consent of Trustee, as the Auditor for the Fund, who shall be independent of the auditor of the Management Company and the auditor of the Trustee, as provided under the Regulations.
- 6.6 "Authorized Branch or Branches" means those branches of the Distributors authorized by the Management Company to perform Distribution Functions. It also includes offices of the Management Company.
- 6.7 "Authorized Investments" means the following securities/venue of investments which are backed/protected by Government.
- Bank Deposits in licensed Islamic Banks and licensed Islamic Banking windows of conventional Banks
  - Secured and listed Shariah compliant fixed income securities including sukuku issued by Federal Government, Provincial Government, Local Government and Government Agencies, public sector entities and Autonomous bodies
  - Secured and unlisted Shariah compliant fixed income securities including sukuku issued by Federal Government, Provincial Government, Local Government and Government Agencies, Public Sector Entities and Autonomous bodies
  - Unsecured and listed Shariah compliant fixed income securities including sukuku issued by Federal Government, Provincial Government, Local Government, Government Agencies, Public Sector Entities and Autonomous bodies
  - Unsecured and unlisted Shariah compliant fixed income securities including sukuku issued by Federal Government, Provincial Government, Local Government, Government Agencies, Public Sector Entities and Autonomous bodies
  - Any other Shariah compliant instrument issued by Federal Government, Provincial Government, Local Government, Government Agencies Autonomous bodies and public sector entities as per the guidelines of the Fund's Shariah Advisor.
  - Any other Shariah Compliant sovereign security that meets the SLR eligibility requirements.
  - Subject to SECP or other regulatory approvals the Scheme may seek to invest in Shariah Compliant securities issued by Federal Government, Provincial Government, Local Government, Government Agencies, Autonomous bodies and public sector entities, listed or otherwise and traded outside Pakistan on such terms, guidelines and directions as may be issued by SECP and the State Bank of Pakistan from time to time. Foreign investment by the Fund is subject to the following limits:

*[Signatures]*



Case No. 294, H. No. 8 Muslim Colony,  
Near F. T. C. Bldg. Karachi

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with Address of  
when Address of  
*Chaudhary A. H. Siddiqi*  
**ADVOCATE HIGH COURT**  
(Attorney)  
VENDOR'S SIGNATURE

R. No. 184  
Sub-Registrar-I  
Ismail Town, Karachi



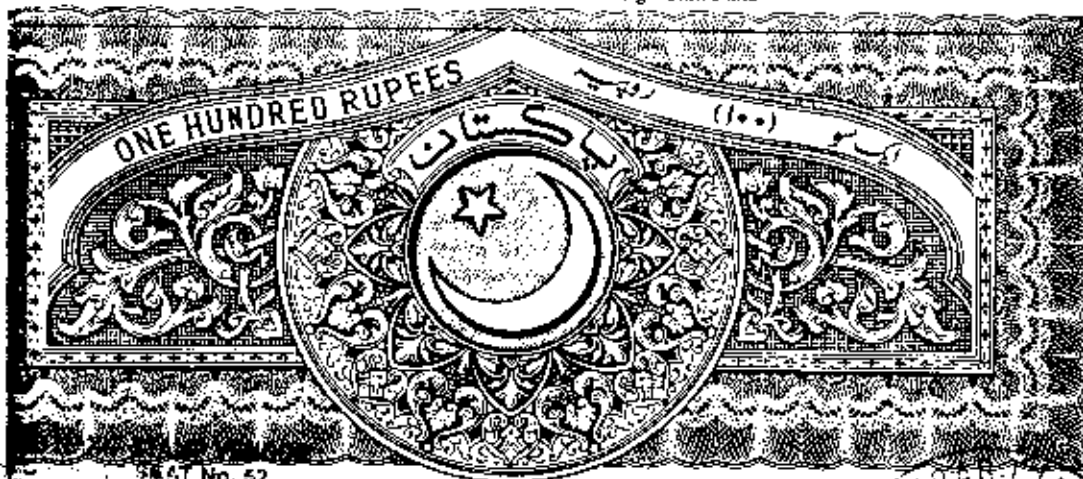
(a) Maximum 30% of the Net Assets of the Fund.

(b) The above percentage is subject to a cap of US\$ 15 million

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

- 6.8 "Autonomous Bodies" means an independent body set up by the government, ministries and/or government departments under an ordinance or act.
- 6.9 "Back-end Load" means Load, not exceeding five percent of the Net Assets Value, deducted by the Management Company from the Net Asset Value in determining the Redemption Price. Back-end load shall constitute part of Fund Property.
- 6.10 "Bank" means any Scheduled Bank, as defined under the Banking Companies Ordinance 1962 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.
- 6.11 "Bank Accounts" means those account(s) opened and maintained for the Fund by the Trustee at the instruction of the Management Company at Banks, the beneficial ownerships in which shall vest in the Unit Holders.
- 6.12 "Business Day/Dealing Day" means any day of the week but does not include any day which is a gazetted Government of Pakistan holiday or on which banks in Pakistan are closed for business.
- 6.13 "Business Hours" means the day time for dealing in Units which will be specified in Offering Document of the Fund.
- 6.14 "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 Holder(s) pursuant to the provisions of this Trust Deed.
- 6.15 "Charity" means amount paid by Trustee upon instruction of Management Company out of the Haram income of the Trust to charitable/welfare organizations which is neither related to nor a Connected Person of the Shariah Advisor, Management Company, board of the Management Company or any of their employees, in consultation with Shariah Advisor, representing income, which is Haram. The list of charitable/welfare organizations to whom charity amount in excess of threshold level is paid shall be disclosed in the annual report. Threshold level for charity amount shall be specified in the Offering Document.
- 6.16 "Commission" or "SECP" means Securities and Exchange Commission of Pakistan.
- 6.17 "Connected Person" shall have the same meaning as assigned in the Rules.
- 6.18 "Constitutive Document(s)" means this Trust Deed, Offering Document and other principal documents governing the formation of the Scheme, including all related material agreements.
- 6.19 "Core Investors" means such initial investor(s) of the Fund whose subscription shall in aggregate be in compliance of the requirements of the Regulations. 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 Fund.

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SEAT No. 52  
KARACHI.

11 JUN 2008

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Janjira Town, Karachi



- 6.20 "Core Units" means such Units of the Fund that are issued to Core Investors at the Par Value with the condition that upto Rupees Fifty Million worth of these Units are not redeemable for a period of two years from the date of close of the Initial 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.
- 6.21 "Custodian" means a banking company as defined in the Banking Companies Ordinance, 1962 (LVII of 1962), or a trust company which is a subsidiary of such bank or a central depository company approved by the Commission or an NBFC carrying out investment finance services provided it has been approved by the Commission to act as a custodian or such other company as may be approved by Commission to act as custodian.
- 6.22 "Cut-off time" means any time as may be determined and informed through the Offering Document by the Management Company and communicated to the Trustee and the Unit Holders before which unit transactions on a Dealing Day will be allowed.
- 6.23 "Deed" or "Trust Deed" means this Trust Deed and any supplemental hereto, which is the principal document governing the formation, management or/ and operation of the Fund.
- 6.24 "Distribution Account" means the account(s) (which may be a current or PLS deposit account) maintained by the Trustee with a Scheduled Islamic Bank or a licensed Islamic branch of a Scheduled Commercial Bank, or a current account with a Scheduled Commercial Bank as directed by the Management Company in which the amount required for distribution of income to the Unit Holders shall be transferred. 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.
- 6.25 "Distributor(s)" means Company (ies), Firm(s), or Bank(s) appointed by the Management Company at its own expense under intimation to the Trustee for performing any or all of the Distribution Functions and shall include the Management Company itself, if it performs the Distribution Functions.
- 6.26 "Distribution Functions" means the functions with regard to:
- Receiving applications for issue of Units together with aggregate Offer Price for Units applied for by the applicants;
  - Interfacing with and providing services to the Unit Holders including receiving Redemption, Transfer and Pledge applications and applications for change of address or issue of duplicate Certificates for immediate transmission to the Management Company or the Registrar as appropriate;
  - Acknowledging receipt by delivering customer copy in respect of (a) and (b) above; and
  - Accounting to the Management Company for (i) monies received from the applicants when they purchase Units; (ii) payments made to the Unit Holders on Redemption of Units; and (iii) expenses incurred in relation to the Distribution Functions.

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- 6.27 "Duties and Charges" means in relation to any particular transaction or dealing, bank charges, brokerage, registration fee, 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 commission payable to agents on sale of Units or any commission charges or costs which may have been taken into account in ascertaining the Net Asset Value.
- 6.28 "Exposure" shall have same meanings as provided in the Regulations.
- 6.29 "Financial Institution" means a company or an institution whether established under any special enactment and operating within or outside Pakistan which transacts the business of banking or an associated or ancillary business through its branches.
- 6.30 "Formation Cost" means all preliminary and floatation expenses of the Fund subject to the Units prescribed in the Regulations including expenses in connection with registration of the Scheme and its application fee payable to the Commission, execution and registration of the Trust Deed, issue, legal costs, printing, circulation and publication of the Offering Document and all expenses incurred during the period leading up to the Initial Offer which shall not exceed one percent of the pre-Initial Public Offering capital of the Scheme. Marketing expense shall not be charged to the Fund.
- 6.31 "Front-end Load" means Sales Load, which may be included in the Offer Price, provided however that different levels of Front-end Load may be applied to different investors, different levels of loads shall be disclosed in the Fund's Offering Document.
- 6.32 "Fund" means Meezan Pakistan Sovereign Cash Fund or "Scheme", "Trust" or "Unit Trust" or "MPSCF" constituted by this Deed.
- 6.33 "Fund Property" The aggregate proceeds of all Units issued from time to time after deducting Duties and Charges, and after deducting there from any applicable Front-end Load, shall constitute part of the Trust Property and includes the Investment and all income, profit and other benefits arising therefrom and all cash, bank balances and other assets and property of every description for the time being held or deemed to be held upon trust by the Trustee for the benefit of the Unit Holder(s) pursuant to this Deed but does not include any amount available for distribution in the Distribution Account.
- 6.34 "Haram" means anything prohibited by the Shariah as advised by the Shariah Advisor.
- 6.35 "Holder(s)" or "Unit Holder(s)" means the investor(s) for the time being entered in the Register as owner(s) of Unit(s) or fraction(s) thereof including investor(s) jointly so registered pursuant to the provisions of this Deed and supplemental hereto.
- 6.36 "Ijarah" means the usufructs of assets and properties or to transfer the usufruct of a particular property to another person in exchange for a rent claimed from him.
- 6.37 "Initial Offer" means the issuance of Units during the Initial Period of Offer.
- 6.38 "Initial Offer Price" or "Initial Price" means the Par Value plus Front End Load if any during the Initial Offering Period.
- 6.39 "Initial Period of Offer" means the same as "Initial Offering Period" and "Initial Public Offer" which means the period during which first offer of Units shall be made, which shall be indicated in the Offering Document. This period shall not exceed a period of ten days (provided that this period may be extended with the prior approval of the Commission and the Trustee).
- 6.40 "Investment" means any Authorized Investment forming part of the Fund Property.
- 6.41 "Investment Facilitator" or "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.
- 6.42 "Investment Policy" means the investment policy outlined in Clause 14 of this Deed.
- 6.43 "Istisna" means a contractual agreement for manufacturing goods and commodities, allowing cash payment in advance and future delivery or a future payment and future delivery.
- 6.44 "Mudarabah" means a form of partnership where one partner provides funds, while other provides expertise and management.
- 6.45 "Murabaha" means a sale on mutually agreed profit. Technically it is a contract of sale in which the seller declares his cost and profit. As a financing technique, it involves a request by the client to the financier to purchase certain item for him, which is then sold to the client at a mutually agreed price.
- 6.46 "Musharikah" means a relationship established under a contract by the mutual consent of the parties for sharing of profits and losses arising from a joint enterprise or venture. All providers of capital are entitled to participate in management, but not necessarily required to do so. The profit is distributed among the partners in pre-agreed ratios, while the loss is borne by each partner strictly in proportion to respective capital contributions.
- 6.47 "Net Assets" means the excess of assets over liabilities of the Fund, such excess being computed in the manner as specified under the Regulations.
- 6.48 "Net Asset Value" or "NAV" means per Unit Value of the Fund arrived at by dividing the Net Assets by the number of Units outstanding, as specified under the Regulations.

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- 6.49 "Offer Price" or "Purchase Price" means the sum to be paid by the investor for the purchase of one Unit, such price to be determined pursuant to the clause 16.1 of this Deed and to be stated in the Offering Document.
- 6.50 "Offering Document" means a published document(s) containing information of the Fund to invite the public for purchase Units of the Fund. Any supplemental offering document will also constitute part of Offering Document.
- 6.51 "Ordinance" means Companies Ordinance 1984.
- 6.52 "Par Value" means the face value of a Unit that shall be Rupees Fifty.
- 6.53 "Pre-IPO Investors" mean such initial investors in the Fund that invest prior to the Initial Public Offer of the Fund. These include but are not limited to the Core Investors of the Fund.
- 6.54 "Redemption Price" or "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 16.3 of this Trust Deed and to be stated in the Offering Document.
- 6.55 "Register" means the Register of the Unit Holders kept and maintained pursuant to the Regulations and this Trust Deed.
- 6.56 "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.
- 6.57 "Registrar Functions" means the functions with regard to:
- Maintaining the Register;
  - Processing requests for Purchase (Offer), Repurchase (Redemption), Transfer, Conversion, Transmission of Units and requests for recording of lien or for recording of changes in data with regard to the Unit Holder(s);
  - Issuing Account Statements to the Unit Holders;
  - Issuing Certificates to the Unit Holders if requested;
  - Dispatching income distribution advice and/or bank transfer intimations;
  - Canceling old Certificates on Redemption or Replacement; and
  - Other functions to be performed as per Transfer Agent Agreement.
- 6.58 "Regulations" mean the Non-Banking Finance Companies and Notified Entities Regulations, 2008 and the Schedules and Forms attached to it, as amended from time to time.
- 6.59 "Rules" mean the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003, as amended from time to time.
- 6.60 "Sales Load" means the charge or commission (excluding Duties and Charges) not exceeding 5% of Net Asset Value, as determined by Management Company and disclosed in the Offering Document of the Fund.
- 6.61 "Shariah" means divine guidance as given by the Holy Qur'an and the Sunnah of Prophet Muhammad (PBUH) and embodies all aspects of the Islamic faith, including beliefs, practices, rules and principles as per the interpretation of the Shariah Advisor.
- 6.62 "Shariah Advisor" means Meezan Bank Limited or any other Institution or a body of Islamic scholars, appointed in its place by the Management Company under intimation to the Commission and the Trustee, having knowledge of Islamic finance, to supervise and monitor the activities of the Fund to ensure that all its activities comply with Shariah.
- 6.63 "Shariah Compliant" means any activity that is in accordance with the Islamic Shariah as advised by the Shariah Advisor.
- 6.64 "Stock Exchange" means Karachi Stock Exchange, Lahore Stock Exchange or Islamabad Stock Exchange or any other stock exchange registered under the Securities and Exchange Ordinance 1969 and shall also include a Stock exchange in an offshore country.
- 6.65 "Service Request Form" means the prescribed form, which is to be stated in the Offering Document.
- 6.66 "Sukuk" means a type of Islamic bond that is backed by assets of the issuer that earn profit or rent.
- 6.67 "Transaction Costs" means the costs incurred or estimated by the Management Company to cover the costs 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 Purchase (Offer) Price of Units or be deducted from the NAV in determining the Repurchase (Redemption) 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 in writing and to the Unit Holders through website, apply such charge either to the Offer or the Redemption Price. Transaction Costs shall become part of Fund Property.
- 6.68 "Trustee" means Central Depository Company of Pakistan Limited (CDC) or any other company appointed with approval of the Commission from time to time.
- 6.69 "Trusts Act" means Trusts Act 1882.
- 6.70 "Unit" means one undivided share in the Scheme and where the context so indicates a fraction thereof.
- 6.71 "Zakat" has the same meaning as in Zakat and Ushr Ordinance 1980 (XVIII of 1980).

Words and expressions used but not defined herein shall have the meanings assigned to them in the Ordinance, the Rules and the Regulations, words importing persons include corporations, words importing the

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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.

## 7. ROLE AND RESPONSIBILITIES OF MANAGEMENT COMPANY

### 7.1 Establishment and Administration of the Scheme

The Management Company shall establish, manage, operate and administer the Trust in terms of the provisions contained and stipulated in this Deed, the Offering Document, the Rules and Regulations (as amended or replaced from time to time) and the conditions, if any, which may be imposed by the Commission from time to time;

### 7.2 Compliance with Rules, Regulations and this Deed

The Management Company shall comply with the provisions of the Rules, Regulations and Constitutive Document(s) 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 responsible official 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 manager as if these were its own acts and omissions and shall account to the Trustee for any loss in value of the Fund Property where such loss has been caused by its negligence, reckless or willful act and/or omission or by its officers, officials or agents.

### 7.3 Management of Fund Property

7.3.1 The Management Company shall manage the Fund Property in the interest of the Unit Holders in good faith, to the best of its ability and without gaining any undue advantage for itself or any of its Connected Persons and group companies or its officers, and subject to the restrictions and limitations as provided in this Deed and the Rules and Regulations. Any purchase or sale of investments made under any of the provisions of this Deed shall be made by the Trustee according to the instructions of the Management Company in this respect, unless such instructions are in conflict with the provisions of this Deed or the Rules and Regulations. The Management Company shall not be liable for any loss caused to the Trust or to the value of the Fund Property due to elements or circumstances beyond its reasonable control.

7.3.2 The Management Company may in consultation with the Trustee further appoint legal, financial advisors and professionals in offshore countries for determining and ensuring compliance with the requisite legal and regulatory requirements to be fulfilled by the Fund, by the Management Company and by the Trustee and their respective obligations in relation thereto.

### 7.4 Appointment of Distributors

The Management Company under intimation to the Trustee shall from time to time appoint, remove or replace one or more Distributor(s) at its own expense for carrying out the Distribution Functions at one or more locations. Provided that the Management Company may also itself act as a Distributor for carrying on Distribution Functions.

The Management Company shall ensure, where it delegates the Distribution Function, that:

(i) the Distributors to whom it delegates, have acquired and are maintaining the associate membership of the association(s) constituted in consultation with the SECP and are abiding by the code of conduct prescribed by the association(s) and;

(ii) The written contract with the Distributors clearly states the terms and conditions for avoidance of frauds and sales based upon misleading information.

### 7.5 Appointment of Investment Facilitators

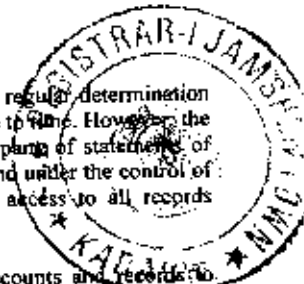
The Management Company may, at its own expense and responsibility, from time to time appoint Investment Facilitators to assist it in promoting sales of Units.

The Management Company shall be obliged to process payment instrument immediately on receipt of application.

### 7.6 Appointment of Registrar/Transfer Agent

The Management Company may from time to time and at its own expense and responsibility under intimation to the Trustee, appoint, remove or replace the Registrar/Transfer Agent who shall be responsible for performing Registrar Functions.

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**7.7 Record Keeping**

The Management Company has the primary responsibility for all record keeping, regular determination and announcements of prices of Units 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.

**7.8 Accounts**

- 7.8.1 The Management Company shall maintain at its principal office, proper accounts and records to enable a complete and accurate view to be formed of the assets and liabilities and the income and expenditure of the Scheme, and all other transactions for the account of the Scheme.
- 7.8.2 The Management Company shall maintain a Register of Unit Holders of the Scheme and inform the Commission of the address where the Register is kept.
- 7.8.3 The Management Company shall maintain the books of accounts and other records of the Scheme for a period of not less than ten years.

**7.9 Principal office, records and Submission of Accounts**

- 7.9.1 The Management Company shall maintain at its principal office, complete and proper accounts and records to enable a complete and accurate view to be formed of the assets and liabilities and the income and expenditure of the Scheme, all transactions for the account of the Scheme, amounts received by the Scheme in respect of issue of Units, payment made from by the Scheme on redemption of the Units and by way of distributions and payment made from at the termination of the Scheme. The Management Company shall maintain the books of accounts and other records of the Scheme for a period of not less than ten years.
- 7.9.2 The Management Company shall within one month of the closing of the first and third quarter and within two months of the closing of the second quarter of each Accounting Period, prepare as per Rules and Regulations and transmit (physically or through electronic means or on the web subject to SECP approval) to the Unit Holder(s), the Trustee and the SECP and Stock Exchange(s) (on which the Units of the Scheme are listed), whether audited or otherwise:
- (i) balance sheet as at the end of that quarter;
  - (ii) income statement;
  - (iii) cash flow statement;
  - (iv) statement of movement in Unit Holders' fund or Net Assets or reserves; and
  - (v) statement showing the securities owned at the beginning of the relevant period, securities purchased or sold during such period, and the securities held at the end of such period together with the value (at carrying and at market) and the percentage in relation to Net Assets of the Scheme and the issued capital of the person whose securities are owned for that quarter.
- 7.9.3 The Management Company shall, within four months of closing of the Annual Accounting Period of the Scheme, transmit to the Unit Holders, the Trustee, the SECP and Stock Exchange(s) (on which the Units of the Scheme are listed) the annual report as per the requirements set out in Schedule V of the Regulations, including:
- (i) copy of the balance sheet and income statement;
  - (ii) cash flow statement;
  - (iii) statement of movement in Unit Holders' fund or Net Assets or reserves; and
  - (iv) the Auditor's report of the Scheme
  - (v) the Trustee's Report

**7.10 Appointment of Auditors**

The Management Company shall with the consent of the Trustee, appoint at the establishment of the Scheme and upon any vacancy, an Auditor who shall be a chartered accountant from the list of auditors approved by the Commission from time to time, and independent of the auditors of the Management Company and the Trustee and such Auditors shall not be appointed for more than five consecutive years and the contents of Auditor's report shall be in accordance with the provisions of the Rules & Regulations.

**7.11 Submission of information to Trustee**

The Management Company shall be obliged to provide such information and record to the Trustee as may be necessary to the Trustee to discharge its obligations under the Rules & Regulations.

**7.12 Liabilities of the Management Company**

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The Management Company shall not be under any liability, except such liability as may be expressly assumed by it under the Rules, Regulations and/or this Deed nor shall the Management Company (save as herein otherwise provided) be liable for any act or omission of the Trustee or for anything except its own negligence or willful breach of duty and the acts and omissions of all persons to whom it may delegate any of its functions as manager as if they were its own acts and omissions. 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 therefor 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.

**7.13 Instructions to Trustee**

The Management Company shall, from time to time, advise the Trustee of the instructions relating to any transaction entered into by it on behalf of the Trust.

**7.14 Performance of Duties as per Rules and Regulations**

The Management Company shall perform any other duties as may be required by the Commission in accordance with the Rules and Regulations.

**7.15 Protection of Unit Holders' interest**

The Management Company shall if it considers necessary request the Trustee, for protection of Fund Property or safeguarding the interest of the Unit Holders, to 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.

**7.16 Delisting of Units**

The Management Company shall not apply for the delisting of the Units from a Stock Exchange (if applicable) unless it has obtained prior approval of the Commission in writing to such delisting.

**7.17 Rating of the Scheme**

The Management Company will be obliged to obtain a rating of the Scheme, once the Scheme becomes eligible for rating as per the criteria of the rating agency, and such rating shall be updated at least once every Financial Year and also published in the annual and quarterly reports of the Scheme.




**8 SHARIAH GOVERNANCE / SHARIAH ADVISORY SERVICES****8.1 Shariah Governance**

All activities of the Fund shall be undertaken in accordance with the Islamic Shariah as per the guidelines given by Shariah Advisor.

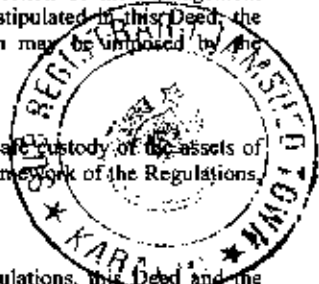
**8.2 Shariah Advisor**

- 8.2.1** The Management Company shall appoint a Shariah Advisor at its own expense and responsibility from time to time that shall advise the Management Company regarding Shariah.
- 8.2.2** Meezan Bank Limited has been appointed as the Shariah Advisor of the Fund. At present the Shariah Supervisory Board of Meezan Bank consists of Justice (Retd) Muhammad Taqi Usmani, Dr. Abdul Sattar Abu Ghuddah, Sheikh Essam M. Ishaq and Dr. Muhammad Imran Ashraf Usmani.
- 8.2.3** The Management Company may, with prior notice to the Trustee, terminate its agreement with the Shariah Advisor(s) and appoint a new Shariah Advisor to the Fund under intimation to the Commission and the Trustee.
- 8.2.4** The Shariah Advisor shall advise the Management Company on matters relating to Shariah compliance and recommend general investment guidelines consistent with Shariah. Any verdict issued by the Shariah Advisor in respect of any Shariah related matter would be final and acceptable to the Trustee, the Management Company, the Unit Holders and other parties related with the matter.
- 8.2.5** The Shariah Advisor shall provide technical guidance and support on various aspects of Shariah, so as to enable the Management Company to mould the Unit Trust into a Shariah Compliant Investment.
- 8.2.6** The Shariah Advisor vide its letter dated \_\_\_\_\_ has certified that the Trust Deed is compliant with the requirements of Shariah. However, in case there is a requirement for any amendment, based on future research for purposes of increasing the Shariah acceptability of the Trust Deed subject to clause 24 of this Deed, permission for necessary amendments of the Deed may be sought from the Commission.
- 8.2.7** At the end of each Accounting Period, the Shariah Advisor shall issue a certificate to be included in the financial reports in respect of the Shariah compliance of the preceding year's operations of the Fund. Cost of any special investigations conducted by the Shariah Advisor would be borne by the Management Company.

**9 ROLE AND RESPONSIBILITIES OF TRUSTEE**

R. No. 184  
Sub-Registrar-I  
Jamshed Town, Karachi



**9.1 Investment of Fund Property at direction of Management Company**

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(s), the Regulations and the conditions (if any) which may be imposed by the Commission from time to time;

**9.2 Custody of Assets**

The Trustee has the responsibility for being the nominal owner and for the safe custody of the assets of the Fund on behalf of the beneficial owners (the Unit Holders), within the framework of the Regulations, the Trust Deed and Offering Document issued for the Fund.

**9.3 Obligations under Regulations and Constitutive Document**

The Trustee shall perform all the obligations imposed on it under the Regulations, this Deed and the Offering Document and discharge all its duties in accordance with the Rules, Regulations, this Trust Deed and the Offering Document.

**9.4 Nomination of Attorney**

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 and the same would be intimated to the Management Company.

**9.5 Appointment of Sub-Custodian**

The Trustee, under intimation to the Management Company, may appoint, remove and replace from time to time one or more Bank(s) and/or other depository company(ies), to act as the Sub-Custodian(s) for holding and protecting the Fund Property and every part thereof and for generally performing the custodial services at one or more locations and on such terms as the Trustee and the Management Company may mutually agree and to be incorporated in custodial services agreement(s) to be executed between the Trustee and the Sub-Custodian(s). Provided however, the Trustee may also itself provide custodial services for the Trust, under intimation to the Management Company, at competitive terms as part of its normal line of business.

**9.6 Compliance with this Deed**

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 under intimation to 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 negligence or any reckless act or omission of the Trustee or any of its attorney (ies), or agents.

**9.7 Protection of Unit Holders' interest**

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 performance of its duties under this Trust Deed or in accordance with or pursuant to any request of the Management Company provided it is not in conflict with the provisions of this Deed or the Regulations. 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:

- (a) A document signed or purporting to have been 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.
- (b) Any instruction received online through the software solution adopted by the Management Company or the Trustee for managing and keeping records of the funds managed by the Management Company and to the satisfaction of the Trustee or the Management Company as the case may be.

**9.8 Actions to protect Unit Holders' interest**

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 costs, charges and expenses (including legal fees) incurred in instituting or defending any such action shall be borne by the Trust and the Trustee shall be

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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 negligence or breach of its duties in connection with the Trust under this Deed or the Rules, Regulations. For the avoidance of doubt, it is clarified that notwithstanding anything contained in the Constitutive Documents, 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, not arising from negligence by the Trustee and/or the AMC, 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.

#### 9.9 Carrying out instructions of the Management Company

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

#### 9.10 Availability of information to Management Company

The Trustee shall make available or ensure that there is made available to the Management Company such information and/ or reports as the Management Company may reasonably require from time to time in respect of the Fund Property and all other matters relating to the Fund. The Trustee shall arrange to make available to the Management Company daily statements of all the Bank Accounts being operated by the Trustee for the Fund.

The Trustee shall ensure that the methodology and procedures adopted by the Management Company in calculating the value of units are adequate and the pricing and valuation for sale, issue, repurchase, redemption and cancellation are carried out in accordance with the provisions of the Constitutive Documents and Regulatory requirements

#### 9.11 Trustee's Report to the Unit Holders

The Trustee shall report to the Unit Holders in accordance with the Regulations, including a report to be included in the annual and second quarter report as to whether in its opinion, the Management Company has in all material respects managed the Scheme in accordance with the provisions of the Regulations, this Deed and the Offering Document and if the Management Company has not done so, the respect in which it has not done so and the steps the Trustee has taken in respect thereof.

#### 9.12 Entitlement to require the Auditors to provide reports

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

#### 9.13 Liabilities of the Trustee

The Trustee shall not be under any liability except such liability as may be expressly assumed by it under the Rules, the Regulations and/or this Deed, nor shall the Trustee (save as herein otherwise provided) be liable for any act or omission of the Management Company or for anything except for loss caused due to its willful acts or omissions or that of its agents in relation to any custody of assets of investments forming part of the Deposited Property. 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. The Trustee shall not be liable for any loss caused to the Trust or to the value of the Fund Property due to any elements or circumstances beyond its reasonable control.

#### 9.14 Performance parameters

The Trustee shall forward to the Management Company within two Business Days 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, profit, 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 any other exchange or any other party having any connection with the transaction. The Trustee shall promptly act on any instruction of the Management Company in all such matters relating to recovery of the Fund Property.

#### 9.15 Other Responsibilities of the Trustee



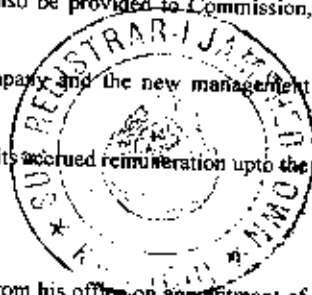
- 9.15.1 The Trustee shall ensure that the sale, issue, repurchase, redemption and cancellation of Units are carried out in accordance with the provisions of this Deed, the Offering Document and supplemental thereto and the Rules & Regulations
- 9.15.2 The Trustee shall ensure that the methodology and procedures adopted by the Management Company in calculating the value of units are adequate and the pricing and valuation for sale, issue, repurchase, redemption and cancellation are carried out in accordance with the provisions of the Constitutive Documents and regulatory requirements
- 9.15.3 The Trustee shall ensure that the Management Company has specified the criteria in writing to provide for a diverse panel of brokers at the time of offering of Scheme and shall also ensure that the Management Company has been diligent in appointing the brokers to avoid undue concentration with any broker.
- 9.15.4 The Trustee shall ensure that the investment and borrowing limitations set out in this Deed, the Offering Document and the Regulations and the conditions under which the Scheme is registered are complied with.
- 9.15.5 The Trustee shall immediately inform the Commission if any action of the Management Company contravenes the Ordinance, the Rules, the Regulations, the Constitutive Documents, guidelines, circulars, directives or any other applicable laws.
- 9.15.6 The Trustee shall comply with the directions of the Commission given in the interest of the Unit Holder(s).

#### 10 CHANGE OF MANAGEMENT COMPANY

- 10.1 The Commission may on its own or on the recommendation of the Trustee remove the Management Company by giving at least ninety Business Days notice for sub clause (a) hereunder and with immediate notice for sub clause (b) & (c) hereunder in writing to the Management Company if any of the following have occurred:
- 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 come to its notice;
  - the Management Company has gone into liquidation (other than voluntary liquidation on terms previously agreed to with the Trustee for purpose of reconstruction and amalgamation); a receiver has been appointed over any of the assets of the Management Company; or
  - the Management Company has become ineligible to act as a management company of the Trust under the provisions of the Regulations, or any other law for the time being enforced.
- 10.2 The Management Company may retire at any time with the prior written consent of the Commission.
- 10.3 The removal or retirement of Management Company and appointment of a new management company shall always require the prior approval of the Commission and the intimation of the same to the Trustee.
- 10.4 If the Commission has cancelled the registration of the Management Company under the provisions of the Rules and/or Regulations, the Commission shall appoint another asset management company as the management company for the Scheme according to the provisions of this Deed, the Regulations and the Rules.
- 10.5 Upon a new management company being appointed the Management Company will take immediate steps to deliver all the documents and records pertaining to the Fund to the new management company and shall pay all sums due to the Trustee.
- 10.6 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. The Management Company shall have the right to receive its remuneration up to the effective date of removal or retirement.
- 10.7 Furthermore, the Trustee may immediately upon the issuance of notice of removal of Management Company appoint auditors with the consent of Commission from amongst the panel of auditors for the audit of Financial Institutions.
- 10.8 The auditors so appointed shall be other than the existing auditors of the Fund, the Management Company and the Trustee.

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- 10.9 The auditors shall have the same scope as that for the annual audit, or such other enhanced scope as may be specified by the Trustee or Commission.
- 10.10 The report for the audit shall be submitted by the auditors to the Trustee not later than thirty (30) Business Days from their appointment. A copy of the report shall also be provided to Commission, outgoing Management Company and the new management company.
- 10.11 The costs of audit shall be borne equally by the Management Company and the new management company.
- 10.12 Upon Retirement or removal, the Management Company shall be paid its accrued remuneration upto the date of retirement or removal.



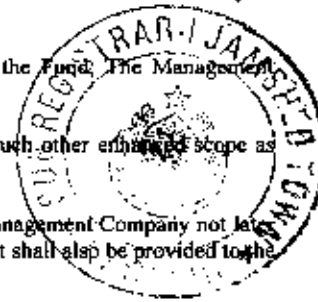
**11 CHANGE OF TRUSTEE**

- 11.1 The Trustee may, subject to prior approval of the Commission, retire from his office on appointment of a new trustee and the retirement shall take effect at the same time as the new trustee is appointed with the approval of the Commission or from the date of assumption of assets of the Fund by the newly appointed trustee, whichever is later.
- 11.2 In circumstances where the Commission is of the opinion that Trustee has been in violation of the Regulations or this Deed or found guilty of misconduct or failed to discharge its obligations under the Regulations, it may remove the Trustee after giving an opportunity of being heard.
- 11.3 The Management Company may, giving cogent reasons, apply to the Commission for change of the Trustee by simultaneously proposing appointment of a new trustee.
- 11.4 A new trustee shall be appointed when the Commission is satisfied with the circumstances and reasons for the change as per above clause 11.3 and accords approval for appointment of such a new trustee.
- 11.5 In the event of the Trustee desiring to retire, the Management Company, with the prior written approval of the Commission, may by a deed supplemental hereto under the seal of the Management Company appoint a new trustee under the provisions of the Regulations 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.
- 11.6 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 Fund under the provisions of the Regulations, the Management Company shall with the approval of the Commission, 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 Regulations and this Deed as the new trustee.
- 11.7 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. The Trustee shall have the right to receive its remuneration up to the effective date of removal or retirement.
- 11.8 Upon retirement or removal, the Trustee shall be paid its accrued remuneration upto the date of retirement or removal.
- 11.9 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.
- 11.10 Notwithstanding, removal/ resignation of the Trustee and its subsequent discharge from its duties under this Deed and the Regulations, the Trustee shall remain entitled to the benefit under the terms of this Deed till the removal/ resignation of the Trustee is effective without prejudice to the Trustee's responsibility or obligation to liquidate any liability for which the Trustee may have become liable under this Deed.

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- 11.11 The Management Company may immediately in case of retirement or removal of Trustee appoint auditors with the consent of the Commission from amongst the panel of auditors for the audit of Financial Institutions. The Management Company shall ensure that accounts of the Fund till the day of the appointment of the new trustee are audited by such auditor.
- 11.12 The auditors so appointed shall be other than the existing auditors of the Fund, the Management Company and the Trustee.
- 11.13 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 Commission.
- 11.14 The audit report for the audit shall be submitted by the auditors to the Management Company not later than thirty (30) Business Days from their appointment. A copy of the report shall also be provided to the Commission, Trustee and the new trustee.
- 11.15 The costs of audit shall be shared equally by the outgoing Trustee, the new trustee and the Scheme.



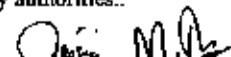


## 12 FUND PROPERTY

- 12.1 The aggregate proceeds of all Units issued from time to time after deducting Duties and Charges, and after deducting there from any applicable Front-end Load, shall constitute part of the Fund Property and includes the Investment and all income, profit and other benefits arising therefrom and all cash, bank balances and other assets and property of every description for the time being held or deemed to be held upon trust by the Trustee for the benefit of the Unit Holder(s) pursuant to this Deed but does not include any amount available for distribution in the Distribution Account.
- 12.2 The Fund Property shall initially be constituted out of the proceeds of the Units issued to the Core Investors, Pre-IPO Investors and other Units issued during the Initial Period of Offer.
- 12.3 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 in accordance with the provisions of the Regulations, applicable law and this Deed. The Fund Property shall always be kept as a separate property and shall not be applied to make a loan or advance except in connection with the normal business of the Fund. 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.
- 12.4 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 as allowed under the Regulations create any mortgages, charges, liens of 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 except for securing finances obtained from Banks or institutions upon the direction of the Management Company and subject to the limitations contained in the Regulations.
- 12.5 The Trustee shall have the sole responsibility for the safe keeping of the Fund Property. Subject to the provisions of this Deed in the event of any loss due to negligence or breach of fiduciary duties on part of the Trustee, 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 Fund to the extent of any such loss.
- 12.6 All cash forming part of the Fund Property shall be deposited by the Trustee in one or more separate Bank Account(s) on the instructions of the Management Company, in the name of the Trustee.
- 12.7 All 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 Fund as per the instruction of Management Company.

## 13 BANK ACCOUNTS

- 13.1 The Trustee, at the request of the Management Company, shall open Bank Accounts titled "CDC - Trustee Meezan Pakistan Sovereign Cash Fund" at designated Bank(s) in Pakistan and outside Pakistan, with rating as per Rules, Regulations and directives issued by the Commission after obtaining all necessary approvals from the relevant regulatory authorities.

13.2 The Management Company may also require the Trustee to open Bank Accounts as per Distribution Account for dividend distribution out of the Fund.

13.3 The Trustee shall, if requested by the Management Company open Bank Accounts titled "CDC - Trustee Meezan Pakistan Sovereign Cash Fund" in offshore countries where the Investments are made on account of the Fund, if such Investments necessitate opening and operation of Bank Accounts by the Trustee. For this purpose, the Trustee shall be deemed to be authorized to sign if required and submit the prescribed account opening forms of such Banks, including custodial/sub-custodial services, accounts and brokerage accounts with such Banks, custodians, sub-custodians, and brokers, as may be required to be appointed for offshore Investments of the Fund. The opening, operation and maintenance of such Bank Accounts, custodial/sub-custodial and brokerage services accounts in offshore countries shall always be subject to the approval of the State Bank of Pakistan and the exchange control regulations, as well as any directives of the State Bank of Pakistan and/or the SECP.

13.4 For the purpose of making investments in offshore countries and for opening, maintaining and operating accounts mentioned in clause 14, the Management Company may in consultation with the Trustee retain the services of legal, financial and other advisors and professionals to ensure legal and regulatory compliances on part of the Management Company and the Trustee, as provided in Clause 14.

13.5 All income, interest/markup, 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 existing Unit Holders and shall be transferred periodically from the Distribution Account(s) to the main Bank Account of the Trust.

13.6 Notwithstanding any thing in this Deed the beneficial ownership of the balances in the Accounts vests in the Unit Holders of the Fund.

**13.7 Investment of Seed Capital and Pre-IPO Funds**

The amounts received from the Core Investors and other Pre-IPO Investors would be deposited in a separate Bank Account titled "CDC - Trustee Meezan Pakistan Sovereign Cash Fund". The Management Company may deposit/ invest this amount in Bank Account of an A- rated Scheduled Islamic Commercial Bank or Islamic window of a Scheduled Commercial Bank.

Income, profit etc. earned on the investments by the Core Investors and other Pre-IPO Investors upto the close of the Initial Period of Offer, shall after deducting all expenses that may be incurred by the Management Company, be paid (upon receipt of such income/profit) to the Core Investors and other Pre-IPO Investors in proportion to their respective investments. The remaining amount, after payment of Income, Profit etc. to Core Investors and other Pre-IPO Investors, will be transferred to the main Bank Account of the Fund upon the close of the Initial Period of Offer.

**14 INVESTMENT OBJECTIVE, INVESTMENT POLICY AND INVESTMENT RESTRICTIONS**

**14.1 Investment Objective**

14.1.1 To seek maximum possible preservation of capital and a reasonable rate of return via investing primarily in shariah compliant money market & shariah compliant debt securities having a sovereign backing of the Federal Government, Provincial Government, Local Government, Government Agencies or Public sector entities.

**14.2 Investment Policy**

Meezan Pakistan Sovereign Cash Fund, in line with its Investment Objectives, will only invest in Authorized Investments. The Fund intends to invest in following type of securities.

14.2.1 MPSCF will invest in those securities which have a backing of the Federal Government, Provincial Government, Local Government, Government Agencies, Autonomous bodies or Public sector entities

14.2.2 MPSCF will invest in any of the investment avenues described below:

- (a) Bank Deposits in licensed Islamic Banks and licensed Islamic Banking windows of conventional Banks.
- (b) Secured and listed Shariah compliant fixed income securities including sukuk issued by Federal Government, Provincial Government, Local Government and Government Agencies, public sector entities and Autonomous bodies
- (c) Secured and unlisted Shariah compliant fixed income securities including sukuk issued by Federal Government, Provincial Government, Local Government and Government Agencies, public sector entities and Autonomous bodies



- (d) Unsecured and listed Shariah compliant fixed income securities including sukuk issued by Federal Government, Provincial Government, Local Government, Government Agencies, public sector entities and Autonomous bodies
- (e) Unsecured and unlisted Shariah compliant fixed income securities including sukuk issued by Federal Government, Provincial Government, Local Government, Government Agencies, public sector entities and Autonomous bodies
- (f) Any other Shariah compliant instrument issued by Federal Government, Provincial Government, Local Government, Government Agencies Autonomous bodies and public sector entities as per the guidelines of the Fund's Shariah Advisor.
- (g) Any other Shariah Compliant sovereign security that meets the S.I.R eligibility requirements
- (h) Subject to SECP or other regulatory approvals the Scheme may seek to invest in Shariah Compliant securities issued by Federal Government, Provincial Government, Local Government, Government Agencies, Autonomous bodies and public sector entities, listed or otherwise traded outside Pakistan on such terms, guidelines and directions as may be issued by SECP and the State Bank of Pakistan from time to time. Foreign investment by the Fund is subject to the following limits:
- (a) Maximum 30% of the Net Assets of the Fund.

(b) The above percentage is subject to a cap of US\$ 15 million



#### 14.3 Offshore Investments

- 14.3.1 In case investments are made on behalf of the Fund in any offshore countries, the same shall be subject to the limits as may be prescribed by the State Bank of Pakistan and/or the SECP, which shall be indicated in the Offering Document.

#### 14.4 Investment Restrictions

- 14.4.1 The Management Company in managing the Fund shall abide by all the provisions of this Deed, the Offering Document, Regulations and any other applicable law(s).
- 14.4.2 The Fund Property shall be subject to such Exposure limits as are provided in this Deed, the Offering Document, and the Regulations (subject to any exemptions that may be specifically given to the Fund by the Commission).
- 14.4.3 No single broker shall account for thirty percent or more of the Fund's brokerage or commission in any one Financial Year.
- 14.4.4 The Management Company on behalf of the Scheme shall not:
- Affect a short sale in a security whether listed or unlisted;
  - Purchase any security in a forward contract;
  - Purchase any security on margin;
  - Apply any part of its asset to real estate;
  - Take Exposure in any other Collective Investment Scheme except for overseas investments
  - Issue at any time, without the prior approval of the Commission in writing, a senior security which is either stock or represents indebtedness;
  - Lend, assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person;
  - Make any investment which will vest with the Management Company or its group the management or control of the affairs of the investee company;

#### 15 FINANCING ARRANGEMENTS

- 15.1 Subject to any statutory requirements for the time being in force and to the terms and conditions herein contained, the Management Company may arrange borrowing for account of the Scheme, with the approval of the Trustee, from Banks, Financial Institutions, non-banking finance companies or collective investment schemes. The borrowing, however, shall not be resorted to, except for meeting the redemption requests and shall be repayable within a period of ninety days and such borrowing shall not exceed fifteen per cent of the Net Asset of the Scheme at the time of borrowing or such other limit as specified by the Commission.
- 15.2 The charges payable to any Bank or institution against borrowings on account of the Fund as permissible above shall not be higher than the normal prevailing bank charges or normal market rates for similar service and/or facility.

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- 15.3 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.
- 15.4 For the purposes of securing any such borrowing the Trustee may upon instruction 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 Regulations.
- 15.5 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 of the Net Asset Value that may result from any borrowing arrangement made hereunder.
- 15.6 In case of redemptions requests are pending for more than the period as stipulated in the Regulations, the Management Company shall not make any investment or rollover of any investment without consent of the Trustee.



#### 16 VALUATION OF PROPERTY AND PRICING

The valuation and pricing of the Fund property will be in accordance with the prescribed Rules and Regulations and any other directives provided thereof.

##### 16.1 Determination of Purchase (Offer) Price

- 16.1.1 Units offered during the Initial Period of Offer shall be issued at Initial Price.
- 16.1.2 After the Initial Offer, the Offer Price for the Unit Holder shall be determined from time to time pursuant to the Clause 16.1.3 hereafter and shall be calculated and announced by the Management Company on every Business Day latest by 1830 PST.
- 16.1.3 The Purchase (Offer) Price shall be equal to the sum of:
- The Net Asset Value as of the close of the Business Day (Forward pricing);
  - Any Front-end Load;
  - Such amount as the Management Company may consider an appropriate provision for Duties and Charges; and
  - Such amount as the Management Company may consider an appropriate provision for Transaction Costs.
- Such sum shall be adjusted upward to the nearest paisa.

Unit Purchase requests, complete in all respects received during the Business Hours, shall be priced at the Purchase (Offer) Price so determined at the close of the Business Day when funds from the purchase payments are realized or subsequent Business Day if the day is not a Business Day.

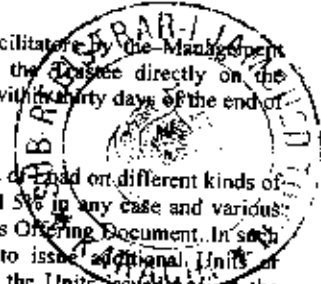
- 16.1.4 Unit Purchase Requests, complete in all respects received during the Business Hours, shall be priced at the Purchase Price so determined at the close of the Business Day when the said Unit Purchase Requests is received by the Distributor or subsequent Business Day if the day is not a Business Day. Units will be issued after realization of subscription money.
- 16.1.5 In the event that the amount paid as provision for payment of Duties and Charges pursuant to 15.1.3 (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).
- 16.1.6 In the event that the amount paid as provision for payment of Duties and Charges pursuant to 15.1.3 (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
- 16.1.7 The Purchase (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 any daily newspaper widely circulated in Pakistan.

##### 16.2 Allocation of Sales Load

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R. No. 184

Sub-Registrar-1  
Karachi



- 2.1 The remuneration of Distributors and Investment Facilitators shall be paid from any Front-end Load received against dealings in Units. If the Front-end Load 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 and no charges shall be made against the Fund Property or the Distribution Account in this respect.
- 2.2 Such payments may be made to the Distributors and Investment Facilitators by the Management Company upon the receipt from the Trustee or may be made by the Trustee directly on the instructions of the Management Company on monthly basis in arrears within thirty days of the end of the calendar month.
- 2.3 The Management Company may at its discretion charge different levels of Load on different kinds of Units. However, Front-end Load plus Back-end Load shall not exceed 5% in any case and various levels of Front-end and Back-end Loads shall be disclosed in the Fund's Offering Document. In such an instance the Management Company may instruct the Registrar to issue additional Units or fractions thereof to the Unit Holder based on the price applicable to the Units issued against the relevant application. However, the Trustee will not accept any amount which is less than the amount based on the Net Asset Value for the day.
- 2.4 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.

**Determination of Repurchase (Redemption) Price**

- 3.1 During the Initial Offer the Units shall not be redeemed.
- 3.2 After the Initial Offer the Redemption Price shall be equal to the Net Asset Value as of the close of the Business Day to be announced on daily basis by 1830 PST, less:
  - (a) Any Back-end Load as per the details in the Offering Document but not exceeding five percent of the Net Asset Value, and;
  - (b) Such amount as the Management Company may consider an appropriate provision for Duties and Charges; and
  - (c) Such amount as the Management Company may consider an appropriate provision for Transaction Costs;Such sum shall be adjusted downward to the nearest paisa
- 3.3 The Repurchase (Redemption) 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.
- 3.4 In the event that the amount paid as provision for payment of Duties and Charges 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).
- In the event that the provision for payment of Duties and Charges exceeds the relevant amount of Duties and Charges, the excess amount will form part of Fund Property.
- 3.6 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 any daily newspaper widely circulated in Pakistan.





**4 Redemption of Units**

- 4.1 The Trustee shall at any time during the life of the Fund, on the instructions of the Management Company, authorize redemption of Units out of the Fund Property.
- 4.2 The Management Company shall formally forward the details of all the requests regarding dealing in Units, duly time and date stamped to the Trustee within 24 hours of the receipt of the request.
- 4.3 An application for Redemption of Units shall be made by completing the prescribed Redemption Form and the same is received at the Authorized Branch or office of the Distributor on a Business Day during the business hours as may be announced by the Management Company from time to time. The Distributor may retain a copy of the Redemption Form and a copy may also be supplied to the Registrar, if so required by the Management Company. The Management Company may make

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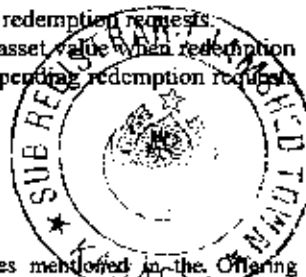
arrangements to accept redemption requests through electronic, IVR (interactive voice response) or other means upon satisfaction of the Trustee. The Management Company shall not redeem part of the Units comprised in a Certificate. Units in a Certificate can only be redeemed after surrendering the Certificate. In case of partial redemption, Units requested for redemption will be redeemed after surrendering of Certificate and a new Certificate for balance units may be issued. In the case where Certificate is not issued any number of Units can be redeemed by the Unit Holder thereof. The relevant Certificate shall accompany the application for Redemption of Units if issued. At the discretion of the Management Company certificate charges may apply for the redeemed Certificate. In case of application for redemption by joint Unit Holders, unless otherwise specified by the joint holders, such application should be signed by all the joint Holders as per their specimen signatures provided at the time of opening of the account within the Unit Holder Register, through the Investor Account Opening Form.

- 16.4.4 The Trustee may at its discretion dispense with the production of any Certificate that shall have become lost, stolen or destroyed upon compliance by the Unit Holder(s) with the like requirements to those arising in the case of an application by him for the replacement thereof.
- 16.4.5 The Management Company shall announce the Offer and Redemption Price on a daily basis on all Subscription Days latest by 1830 PST. The Redemption Price at which Units shall be redeemed shall be the price fixed by the Management Company under the terms of this Deed. However, if the event in Clause 17.3 or Clause 17.4 hereunder comes into application, the redemption value shall be determined in accordance with the procedure laid out in these clauses.
- 16.4.6 The amount payable on redemption shall be paid to the Unit Holders or first named joint Unit Holder by dispatching a cheque/ bank draft for the amount to the registered address of the Unit Holder or may be paid to the Unit Holder by transfer to the Unit Holder's designated bank account as mentioned in the Investor Account Opening Form within six Business Days from the date of presentation of the duly completed redemption application, electronic or otherwise, at the Authorized Branch or office of the Distributor or Registrar.
- 16.4.7 The Management Company may make arrangements through branches of banks to facilitate redemption of Units of the Unit Trust. A request for redemption of Units may also be made through the use of electronic means such as Internet or ATM facilities or Credit Card facilities, upon satisfaction of the Trustee. The official redemption and issue locations shall be disclosed in the Offering Document and / or website of Management Company.
- 16.4.8 The receipt of the Unit Holders for any moneys payable in respect of the Units shall be a good discharge to the Trustee and the Management Company and in case of joint Unit Holders any one of them may give effectual receipt for any such moneys.
- 16.4.9 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 (10) percent of the total number of Units outstanding, such redemption requests in excess of ten (10) percent may be deferred in accordance with the procedure elaborated in the Clause 17.3.
- 16.4.10 The Distribution Company or the Registrar shall verify the particulars given in the application for Redemption of Units. The signature of any Unit Holder or joint Unit Holder on any document required to be signed by him under or in connection with the application for redemption of Units may be verified by the Registrar or otherwise authenticated to their reasonable satisfaction. In case of submission of electronic on-line redemptions the Unit Holder's user ID and password will authenticate his identity.
- 16.4.11 A redemption request shall deem to have been made in accordance with the provisions of the Offering Document if such documents prescribe automatic redemption under certain circumstances.
- 16.4.12 Where lien/ pledge/ charge is recorded in the Register, the Management Company and Trustee may concur to make payment to the pledgee, if a request is received from the pledgee or through an order of a competent court and on receipt of such indemnification as Management Company or Trustee may require.
- 16.4.13 The valuation and pricing of the Fund Property will be in accordance with the Regulations and as specified in this Trust Deed or Offering Document of the Scheme. In respect of investments held in foreign currencies, the same will be translated in Pakistan Rupees using, the closing buying spot rates declared by State Bank of Pakistan and any change thereof shall be disclosed in financial statements of the Scheme.

16.4.14 The Management Company shall ensure that no entry and exit from the Scheme (including redemption and re-issuance of Units to the same Unit Holders on different NAVs) shall be allowed other than the following manners, unless permitted otherwise by the Commission under the Regulations:

- (a) cash settled transaction based on the formal issuance and redemption requests;
- (b) net off issuance and redemption transaction at same net asset value when redemption request is ready to disburse and rank at the top in the list of pending redemption requests (if any).



## 17 DEALING, SUSPENSION, AND DEFERRAL OF DEALING

### 17.1 Change in the method of dealing

Subject to compliance with Regulation and under the circumstances mentioned in the Offering Document (having regard to the interests of Unit Holders), 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.

A permanent change in the method of dealing shall be made after expiry of one month's notice to Unit Holders and with the approval of Trustee.

### 17.2 Suspension of Issue or Redemption of Units

17.2.1 In extra ordinary circumstances the Management Company may suspend the issue of Units at any time for an indefinite period as defined in 17.2.2 below.

17.2.2 In extra ordinary circumstances, in case of suspension of redemption of Units the issuance of fresh Units shall also be kept suspended until and unless redemption of Units is resumed. In such a case, the Management Company shall immediately notify the Commission and Trustee and it shall also publish a notice in this regard immediately following such decision in the newspaper in which the Scheme's Offer and Redemption Prices are normally published. The exceptional circumstances may include:

- (a) Any period when the Stock Exchange on which any of the Investment for the time being is listed or dealt in is closed or when dealings in such Investment are restricted or suspended;
- (b) The existence of any state of affairs or force majeure which in the opinion of the Management Company constitute an emergency as a result of which disposal of any of the Investment would not be reasonably practicable or might seriously prejudice the interest of the Fund or the Unit Holders;
- (c) Any breakdown in the means of communication normally employed in determining the price of any Investment or the current price thereof on any Stock Exchange or when for any reason the price of any such Investment cannot be promptly and accurately ascertained;
- (d) Any period when remittance of money which will or may be involved in the realization of such Investment or in the payment for such Investment cannot in the opinion of the Management Company be carried out in reasonable time;
- (e) If the Management Company is of the view that it would be detrimental to the remaining Unit Holders to redeem or continue to redeem Units at a price ascertained on the basis of the Net Asset Value;
- (f) Extraordinary circumstances including closure of one or more Banks, in which the Fund's Bank Accounts are maintained.

17.2.3 Suspension of Issue of Units may however not affect existing subscribers, the issue of bonus units as a result of dividend distribution or the option to receive dividends in the form of additional Units. The Management Company shall announce the details of exemptions at the time a suspension of fresh issue is announced. The Management Company shall immediately notify the Commission and the Trustee if dealing in Units is suspended and shall also have the fact published, immediately following such decision, in any one of the newspapers in which the Fund's prices are normally published.

17.2.4 Such suspensions in Issue or Redemption of Units shall end on the day following the first Business Day on which the conditions giving rise to the suspension shall in the opinion of the Management Company have ceased to exist and no other condition under which suspension is authorized under the Deed exists. In case of suspension and end of suspension, the Management Company shall immediately notify the Commission and the Trustee and publish the same in news paper in which prices of the Fund are normally published.

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**17.3 Queue System**

- 17.3.1 In the event redemption requests on any Business Day exceed ten (10) percent of the 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 up to ten (10) percent of the Units outstanding.
- 17.3.2 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.
- 17.3.3 The requests in excess of the ten (10) 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.
- 17.3.4 If the carried over requests and the fresh requests received on the next Business Day will exceed ten (10) percent of the Units outstanding, 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 (10) percent of the Units then outstanding.

**17.4 Winding up of the Trust**

17.4.1 The Management Company may announce winding up of the Trust 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. The Management Company shall give at least three months notice to Unit Holders, the Trustee and the Commission and shall disclose the grounds of its decision.

17.4.2 In the event the Management Company is of the view that the quantum of redemption requests that have built up shall result in the 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 Price. However, interim distributions of the proceeds may be made if the Management Company finds it feasible.

17.4.3 The Trust may also be terminated by the Commission on the grounds given in the Rules and Regulations.

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

17.4.5 Upon the Trust being terminated the Management Company shall suspend the Sale and Redemption of Units forthwith and proceed to sell all the Investments then remaining in the hands of the Trustee as part of the Fund Property and shall repay any borrowing affected by Trust together with any markup or profit remaining unpaid.

17.4.6 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 payments as mentioned in clause 17.4.5 above and retaining such sum as considered or apprehended by the Management Company for all costs, charges, expenses, claims and demands,

**18 FEES AND CHARGES****18.1 Sales Load**

- 18.1.1 The Sales Load shall not exceed five percent (5%) of Net Asset Value.
- 18.1.2 Any change in the maximum limit for Sales Load will be communicated to the Unit Holders at least fifteen (15) Business Days prior to the application of that decision subject to approval from the Commission under intimation of the Trustee.



**18.2 Remuneration of the Management Company**

- 18.2.1 The Management Company shall be entitled to an accrued remuneration equal to an amount not exceeding three percent of the average annual Net Assets of the Scheme that has been verified by the Trustee and is paid in arrears on monthly basis during the first five years of existence of the Scheme and thereafter an amount equal to two per cent of Net Assets or such other amount as may be specified by the Commission
- 18.2.2 The Management Company shall be entitled to draw accrued remuneration on a monthly basis from the Fund Property.
- 18.2.3 Management Company shall be responsible for the payment of all expenses incurred by it from time to time in connection with its responsibilities as the asset management company to the Fund. 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 Regulations and the Trust Deed to be payable out of Fund Property.
- 18.2.4 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 provision of the Trust Deed.
- 18.2.5 The remuneration shall begin to accrue from the first day subsequent to the close of Initial Offer. In respect of any period other than a full calendar year, such remuneration shall be prorated on the basis of the actual number of days for which such remuneration has accrued in the accounting year concerned.

**18.3 Remuneration of the Trustee**

- 18.3.1 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.
- 18.3.2 The remuneration shall begin to accrue from the first day subsequent to the close of Initial Offer. 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 for the total number of days in the calendar month concerned.
- 18.3.3 Such remuneration shall be paid to the Trustee in arrears within thirty Business Days after the end of each calendar month.
- 18.3.4 The Trustee shall bear all expenditures in respect of its secretarial and office space and professional management, provided in accordance with the provisions of this Deed.
- 18.3.5 Any increase in the remuneration of the Trustee agreed to by the Management Company shall require the approval of the Commission. However any decrease in the remuneration of the Trustee shall not require approval of the Commission.
- 18.3.6 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 Regulations and the Deed to be payable out of Fund Property.

**18.4 Formation Costs**

- 18.4.1 All expenses incurred in connection with incorporation, establishment and registration of collective investment scheme shall be borne by the Management Company and shall be reimbursable to the Management Company by the Fund (subject to the audit of such expenses).
- 18.4.2 Formation Cost will be amortized over a period not less than five years or within the maturity date of the Scheme.
- 18.4.3 The Formation Cost shall be reported by the Management Company to the Commission and the Trustee giving their break-up under separate heads, as soon as the distribution of the Units is completed. Marketing costs shall not be borne by the Fund.

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18.4.4 Formation Cost shall be charged to the Scheme and shall not exceed one (1%) percent of Pre-IPO Capital or five million rupees, whichever is lower.

#### 18.5 Other Fees and Charges Payable out of the Property of the Fund

The following charges shall be payable out of the Fund Property

- (a) remuneration of the Management Company ;
- (b) remuneration of both Trustee or Custodian ;
- (c) listing fee payable to the Stock Exchange(s) including renewals;
- (d) charges and levies of Stock Exchange(s), national clearing and settlement company and central depository company;
- (e) rating fee for the Scheme payable to approved rating agency;
- (f) Auditors' fees and out of pocket expense billed by them ;
- (g) fees payable to the Commission;
- (h) amortization of Formation Cost;
- (i) brokerage and transaction costs related to investing and disinvesting of the assets of the Scheme;
- (j) expenses incurred by Trustee in effecting registration of all registerable assets in the name of the Trustee;
- (k) legal and related costs incurred in protecting or enhancing the interests of the Unit Holders of the Scheme;
- (l) Bank charges and borrowing and financial costs;
- (m) hedging costs including forward cover, forward purchase or option purchase costs;
- (n) printing costs and related expenses for issuing the Scheme's quarterly, half-yearly and annual reports;
- (o) taxes, fees, duties and other charges applicable to the Scheme on its income or its properties, including taxes, fees, duties and other charges levied by foreign jurisdiction on investments outside Pakistan; and
- (p) any other expenses or charge as may be allowed by the Commission



#### 19 TRANSACTIONS WITH CONNECTED PERSONS


- 19.1 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 (5%) of the total amount of securities issued, or, the directors and officers of the Management Company own more than ten per cent (10%) of those securities collectively.
- 19.2 The Management Company on behalf of the Scheme shall not without the prior approval of the Commission in writing, purchase from, or sell to, any securities to Connected Person or employee of the Management Company.
- 19.3 For the purpose of Clauses 19.1 and 19.2 above, the terms director, officer and employee shall include spouse, lineal ascendants and descendants, brothers and sisters.
- 19.4 The Management Company on behalf of the Scheme shall not take Exposure of more than 10% of Net Assets of the Scheme in listed group companies of the Management Company and such Exposure shall only be made through the secondary market.
- 19.5 Cash forming part of the property of the Scheme may be placed as deposits with the Trustee or an institution licensed to accept deposits.
- 19.6 Money shall be borrowed from the Financial Institutions provided that the charges are not higher than the normal bank charges.

#### 20 DISTRIBUTION POLICY, DETERMINATION OF DISTRIBUTIBLE INCOME AND DATE OF DISTRIBUTION

- 20.1 The Management Company shall decide as soon as possible but not later than forty-five days after the Accounting Date whether to distribute among Unit Holders, profits, if any, available for the distribution at the end of the Accounting Period, and shall advise the Trustee of the rate of such distribution per Unit.
- 20.2 The amount available for distribution in respect of any Accounting Period shall be determined by the Management Company after consulting the Auditors and shall be the sum total of:

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- (a) The total income earned on the Fund Property during such Accounting Period including all amounts received in respect of dividend, mark-up, profit and fee
- (b) Whole or part of the net realized appreciation, at the option of the Management Company.
- (c) From the above amounts shall be deducted expenses and such other adjustments as the Management Company may determine in consultation with the Auditors.
- 20.3 The proceeds of sales of rights and all other receipts deemed by the Management Company after consulting the Auditors 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 after consulting the Auditors to be in the nature of the net realized appreciation may be distributable to the Unit Holders by the Trustee and shall thereafter cease to form part of the Fund Property once transferred to the Distribution Account.
- 20.4 The income qualifying for distribution in respect of the relevant period shall be ascertained by deducting all such expenses and costs as mentioned in Clause 18 above.
- 20.5 The income qualifying for distribution in respect of the relevant period may be adjusted as under:
- deduction of a sum by way of adjustment to allow for effect of purchase of shares or any of the Investments cum dividend, interest, profit or mark-up;
  - adjustment if considered necessary by the Management Company to reflect the diminution in value of Fund Property in consultation with the Trustee.
  - addition of a sum representing amounts included in the price of Units for income accrued prior to the date of issue and deduction of a sum representing income distributed upon redemption of Units during the relevant period.
- 20.6 The Management Company may, from time to time, pay to the Unit Holders such interim dividends as in their judgment position of the Fund justifies.
- 20.7 Distribution Policy and Date of Distribution**
- 20.7.1 The Management Company shall decide as soon as possible but not later than forty-five days after the Accounting Date whether to distribute among Unit Holders, profits, either in form of bonus Units or cash dividend, if any, available for the distribution at the end of the Accounting Period or such other interim period as decided by the Management Company, and shall advise the Trustee of the amount of such distribution per Unit. The Fund will comply with regulatory and taxation requirements and the distribution policy may be amended accordingly.
- 20.7.2 In case of cash dividend, for each profit distribution 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. However, any amount standing to the credit of the Distribution Account being profit would be treated as Fund Property and would be transferred to the Fund's Bank Account.
- 20.7.3 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 accounts as mentioned in the Investor Account Opening Form to be prescribed in the Offering Document or through any other mode(s) of payment and such payment shall be subject to the Regulations.
- 20.7.4 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 deductions in the prescribed form or in a form approved by the concerned authorities.
- 20.7.5 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 and no load shall be charged.



- 20.7.6 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.
- 20.7.7 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.
- 20.7.8 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. In such case the bonus Units issued to the credit of such Unit Holder(s) shall be redeemed at the ex-dividend NAV as calculated on the Business Day immediately preceding the first day of the book closure announced for such purpose and proceeds shall be credited in accordance with the normal procedure already detailed above for Redemption of Units. No Back-end Load will be charged upon redemption of bonus units.
- 20.7.9 The Unit Holders shall be entitled to change such options. Details are given in the Offering Document.
- 20.7.10 Where Units are placed under pledge/lien the payment of dividends will be made in accordance with Clause 35 of this Deed.

## 21 ANNUAL ACCOUNTING PERIOD

- 21.1 The Annual Accounting Period shall commence on 1st July and shall end on 30th June of the succeeding calendar year.
- 21.2 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 under intimation to the Commission, change such date to any other date.
- 21.3 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 any amount is first transferred to the Fund Property and in any other case from the next day of the end of the preceding Accounting Period.

## 22 BASE CURRENCY

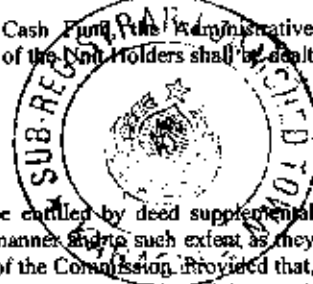
- 22.1 The base currency of the Fund shall be Pakistani Rupee; it being clarified, however, that the Authorized Investments may be denominated in Pakistani Rupee or (subject to applicable law) any other foreign currency.

## 23 ADMINISTRATIVE ARRANGEMENTS

- 23.1 The Management Company, with the consent of the Trustee and approval of the Commission, may offer different Administrative Arrangements.
- 23.2 Details of any Administrative Arrangement as and when introduced by the Management Company shall be detailed out in the Supplemental Offering Document(s) of the Fund.
- 23.3 Units issued under any Administrative Arrangement shall rank pari passu as to the Net Assets, earnings and receipt of the dividend or distribution of respective Collective Investment Schemes managed by the Management Company.
- 23.4 The Management Company shall give a prior notice of at least 7 days to the Unit Holders and the Trustee, before the launch of any Administrative Arrangement(s).
- 23.5 Certificates representing Units purchased under this Administrative Arrangement shall not be issued.
- 23.6 In the event any changes are introduced in the Administrative Arrangements after existing Unit Holders have made an initial investment in the Administrative Arrangements, the existing Unit Holders shall be given a prior notice of at least 30 days to comply with the changes. Any subsequent investments shall be in accordance with any changes so made.

- 23.7 In the event of winding up of the Meezan Pakistan Sovereign Cash Fund, the Administrative Arrangement shall be discontinued and the Units standing to the credit of the Unit Holders shall be dealt with in the same manner the rest of the Units in the Scheme.



#### 24 MODIFICATION OF THE TRUST DEED

- 24.1 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 Commission. 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/Regulations or to ensure compliance with any fiscal or statutory requirement or to enable the provisions of this Deed to be more efficiently, conveniently or economically managed or to enable the Units to be dealt in or quoted on Stock Exchange or otherwise for the benefit of the Unit Holder(s) and that it does not prejudice the interests of the Unit Holder(s) or any of them or operate to release the Trustee or the Management Company from any responsibility to the Unit Holder(s).
- 24.2 The amended or supplemented Deed shall be binding on the Unit Holder(s) from the date of such amended or supplemented Deed. Where this Deed has been amended or supplemented, the Management Company shall notify the Unit Holders immediately.
- 24.3 The Management Company may, from time to time, with the consent of the Trustee frame procedures for conducting the business of the Trust or in respect of any other matter incidental thereto; provided such procedures are not inconsistent with the provisions of the Rules / Regulations, this Deed or the Offering Document.
- 24.4 If the Commission modifies the Rules or Regulations to allow any relaxations or exemptions, these will deemed to have been included in this Trust Deed without requiring any modification as such.
- 24.5 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.

#### 25 DISTRIBUTION OF LIQUIDATION PROCEEDS

- 25.1 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 affected by the Trust together with any markup or profit remaining unpaid. The Trustee shall however not be liable if the sale proceeds of the Investments fall short of the amount(s) borrowed on account of the Fund and/or any profit or markup thereon.
- 25.2 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 payments as mentioned in Clause 25.1 above and retaining such sum as considered or apprehended by the Management Company for all costs, charges, expenses, claims and demands. In case of any deficit, the Trustee shall not be liable to contribute towards the same. However, if there is any surplus out of the sum so retained by the Trustee, the same shall be distributed ratably amongst the Unit Holders.

#### 26 TRANSACTIONS RELATING TO INVESTORS (UNIT HOLDERS)

- 26.1 The Management Company shall advise the Trustee on a daily basis of the details of amounts to be paid to respective Unit Holders against redemption requests and/ or dividend payments, if any. Such payments shall be effected by the Trustee out of the accounts of the Fund by way of transfer of the appropriate amounts to the designated Bank Accounts of the Unit Holders or by dispatch of Instruments/ dividend cheque / warrants / advice to the Unit Holders by registered post/ courier at their respective addresses. Such dispatch shall constitute discharge of the Management Company and the Trustee in respect of such payment.
- 26.2 The Management Company may make arrangements through branches of banks to facilitate issuance and redemption of Units of the Unit Trust. A request for purchase of Units may also be made through

*[Handwritten signatures and initials]*