

FOURTH SUPPLEMENTAL TRUST DEED
OF FAYSAL INCOME & GROWTH FUND (An Aggressive Fixed Income Scheme)

THIS FOURTH SUPPLEMENTAL TRUST DEED (“Fourth Supplemental”) is made at Karachi, on this _____ day of _____, 2010 by and between:

Faysal Asset 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) having its registered office at 8th Floor, Tower A (801-806 & 818), Saima Trade Tower, I.I. Chundrigar Road, Karachi, Pakistan, of the **One Part**

AND

Central Depository Company of Pakistan Limited, an unlisted public limited company, incorporated under the Companies Ordinance, 1984, 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:

1. The Management Company and the Trustee executed a Trust Deed dated 27th April 2005, to constitute *Faysal Income Fund* (referred to in the said Trust Deed as "Scheme", "the Trust" or "the Unit ,Trust"), an open-ended Scheme under Non- Banking Finance Companies (Established and Regulations) Rules, 2003 ("the Ru1es"), which Trust Deed has been registered with the Sub-Registrar "T" Division-I-B, under Registered No. 176 of Book No.IV dated 27-04-2005 and M.F Roll No.45153/2559 of the Photo Registrar, Karachi dated 21-05-2005 (hereinafter called" the Trust Deed").
2. The Management Company and the Trustee executed the First Supplemental Trust Deed dated 8th August 2005,to change the name of the Unit Trust from "*Faysal Income Fund*" (*FIF*) to *Faysal Income & Growth Fund (FIGF)*,which Trust Deed has been registered with the Sub-Registrar 'T' Division-I-B under Registered No.376 of Book No.I dated 08-08-2005 and M.F Roll No.U-83589/2831of the Photo Registrar, Karachi dated 03-09-2005 (hereinafter called "the First Supplemental Trust Deed").
3. The Management Company and the Trustee executed the Second Supplemental Trust Deed dated 28th December 2006, to delete clause 6.2.4 of the Trust Deed to enable the provisions of the Trust Deed to be more realistic without altering the fundamental objects of the Trust or releasing the Trustee or the Management Company from any responsibility to the Unit Holders, which Trust Deed has been registered with the Sub-Registrar "1", under Registered No.471 of Book No.IV dated 28-12-2006 and M.F-'Roll No.U-02/3980 of the Photo Registrar, Karachi dated 10-01-2007 (hereinafter called "the second Supplemental Trust Deed").
4. The Management Company and the Trustee executed the Third Supplemental Trust Deed dated 01st November 2007 to amend certain Provisions of the Trust Deed by virtue of the powers contained in sub-clause 14 thereof, to enable the provisions of the Trust Deed to be more realistic without altering the fundamental objects of the Trust or releasing the Trustee or the Management Company from any responsibility to the Unit Holders.
5. The Management Company thereafter with the approval of Board of Directors has decided to change the category of the Fund from "Income Scheme" to "**Aggressive Fixed Income Scheme**".
2. As per circular 7 of March 6th, 2009 issued by the Commission ("Circular No. 7"), the Commission has specified criteria for categorisation of the collective investment schemes and all open-end schemes are required to be categorised according to the criteria and the Commission has required the Management Company to modify the constitutive documents of the Scheme pursuant to the Circular No. 7;
2. As per circular No 11 of March 26th, 2009 issued by the Commission ("Circular No. 11"), the Commission has required the Management Company to modify the constitutive documents of the Scheme pursuant to the Circular No.11;

("Circular No. 7" and "Circular No. 11" are hereinafter referred to as the "Circulars")

2. In view of the Circulars, the Trust Deed is required to be modified;
2. The Securities & Exchange Commission of Pakistan ("SECP") vide its letter No. SCD/NBFC-II/DD/FAML-FIGF/857/2010 dated November 25, 2010, appended hereto as Annexure "A" has approved the amendments to the Trust Deed.

NOW THEREFORE THIS SUPPLEMENTAL DEED witnesseth and it is hereby agreed between the parties as follows:

Amendment to the Trust Deed

This Trust Deed hereto stands amended in the following respects:

1. **Amendment of Clause 1 under the heading of "Name of the Scheme"**
 - (I) The main heading of "Name of Scheme" under Clause 1 shall be amended to read as follows:

"Name of the Scheme & Category"
 - (II) The text of the existing Clause 1 shall stand amended to read as follows:

"Faysal Income & Growth Fund is an Open-ended Aggressive Fixed Incomes Fund"
2. **Change of the Address of the Management Company**

The description of the Management Company shall stand amended as follows:-

"Faysal Asset Management Limited, an unlisted public limited company incorporated under the Companies Ordinance, 1984, having its registered office at 8th Floor, Tower A (801-806 & 818), Saima Trade Tower, I.I. Chundrigar Road, Karachi (hereinafter called the **"Management Company"** which expression, where the context so permit shall include its successors in interest and assign) of the one part; and
3. **Under the Heading "Governing Law and Jurisdiction"**
 - 3.1 **Amendment to existing Clause 3**
 - (I) **Existing Clause 3.1 is replaced by the following text:**

"This Supplemental Trust Deed shall be subject to and be governed by the laws of Pakistan, including the Ordinance, Non-Banking Finance Companies (Establishment & Regulation) Rules, 2003 and the Non-Banking Finance Companies and Notified Entities Regulations, 2008, and all applicable laws, rules and regulations as amended or substituted from time to time and it shall be deemed for all purposes whatsoever that all the provisions required to be contained in a trust deed by the Rules and Regulations are incorporated in this Deed as a part and parcel thereof; and in the event of any conflict between this Deed and the provisions

required to be contained in a trust deed by the Rules or Regulations, the latter shall supersede and prevail over the provisions contained in this Deed. Further, if the Rules or Regulations are amended or any directives are issued or any relaxations or exemptions are allowed there under, such amendments, directives, relaxations and exemptions shall deem to have been included in this Trust Deed.”

The Investments made on account of the Fund in offshore countries and the Bank accounts and custodial service accounts that may be opened by the Trustee for the Fund in any offshore countries on the instructions of the Management Company may become subject to the laws of such countries and after seeking approval of State Bank of Pakistan and SECP.

4 Insertion of new Clause 4.6 as follows:

4.6 STATEMENT OF THE INVESTMENT OBJECTIVE & INVESTMENT POLICY OF THE OPEN END SCHEME

4.6.1 Investment Objectives

FIGF seeks to provide investors optimal yield through diversified portfolio consisting of both long-term fixed instruments as well as short-term money market instruments.

4.6.2 Investment Policy

The corpus of the Fund in line with its Investment Objectives will be investing in a range of liquid money market, debt & fixed Income instruments. Subject to the Governing Law, the investment portfolio will primarily comprise the following asset classes:

- Government of Pakistan Investment Bonds, Federal Investment Bonds, Treasury Bills and other Government Securities
- Cash in Bank Accounts (excluding TDR)
- Money Market Placements
- Certificates of Musharika (COM);
- Certificate of Deposits
- TDRs
- Commercial Paper
- Reverse Repo
- TFC
- SUKUK
- Continuous Funding System (CFS)
- Spread Transactions
- Subject to separate prior written approval from SECP and other regulatory approvals the Scheme may seek to invest in foreign securities issued, listed or traded outside Pakistan on such terms, guidelines and directions as well as limits as may be issued by SECP and the State Bank of Pakistan from time to time.

Any other security and/or instruments and/or transactions that may be allowed by SECP or Regulation from time to time.

4.6.3 **Benchmark**

The benchmark shall be 90% 01-Year KIBOR and 10% average of most recent published 3-month deposit rates of top 3 scheduled Commercial Bank by deposit size.

4.6.4 **Investments outside Pakistan**

- (a) The Investments outside Pakistan shall be subject to prior approval from the Commission and SBP. Any such proposal by the Management Company shall be submitted to the Commission and SBP with the prior consent of the Trustee. While opening and operating any type of account and/or making investments in offshore countries on the instructions of Management Company, if the Trustee is required to provide any indemnities to offshore parties then Trustee and the Fund would be counter indemnified by the Management Company to such extent. These investments will enable the Fund to diversify the risk as well as avail opportunities for higher returns in markets that are undervalued. Such Investments may be made up to 30% of net assets of the Fund and are subject to a cap of US\$ 15 million unless some other ceiling is imposed by the SBP and/or SECP.

5. **Amendments in Clause 5A under the heading of “Role of the Management Company”**

(I) Addition of new Clause 5.A.2.7

After existing Clause 5.A.2.6, the new Clause 5.A.2.7 shall be added which shall read as follows:

5.A.2.7 Designation of official points of acceptance for applications

“The Management Company shall designate and disclose the location of its official points for acceptance of applications for issuance, redemption, conversion, etc of units in the Offering Documents of Scheme as well as on their website. The Management Company shall receive the said applications only at such designated points. Offer and redemption prices have to be announced for investor facilitation as per the procedures outlined in Circular 11.”

(II) Amendment of existing Clause 5.A.3.10

Clause 5.A.3.10 shall be amended to read as follows:

- 5.A.3.10** The management Company shall with the consent of Trustee, appoint at the establishment of the scheme and upon any vacancy an auditor who shall be a chartered accountant and independent of 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 auditors report shall be in accordance with provisions of the Regulations.

(III) Addition of new Clauses 5.A.3.14, 5.A.3.15, 5.A.3.16, 5.A.3.17, 5.A.3.18, 5.A.3.19, 5.A.3.20, 5.A.3.21, 5.A.3.22, 5.A.3.23, 5.A.3.24, 5.A.3.25, 5.A.3.26, 5.A.3.27, 5.A.3.28 and 5.A.3.29:

After the existing Clause 5.A.3.13 the new Clauses 5.A.3.14, 5.A.3.15, 5.A.3.16, 5.A.3.17, 5.A.3.18, 5.A.3.19, 5.A.3.20, 5.A.3.21, 5.A.3.22, 5.A.3.23, 5.A.3.24, 5.A.3.25 5.A.3.26, 5.A.3.27, 5.A.3.28 and 5.A.3.29 shall be added which shall read as follows:

- 5.A.3.14** The Management Company shall ensure that all the designated points for acceptance of application for issuance, redemption, conversion, etc. of units of the Scheme have appropriate date and time stamping mechanism for timely acknowledgement of the said applications.
- 5.A.3.15** The Management Company on behalf of the Fund shall not at any time rollover the investments, if in the opinion of Trustee, the Fund would not be able to issue payment instruments for the redemption money to the Unit holders within time period stipulated in the Regulations.
- 5.A.3.16** The Management Company may offer different Administrative Plans to investors and may market the Unit Trust, Administrative Plans or any other Scheme(s) subject to the prior approval of the SECP.
- 5.A.3.17** The Management Company shall advise the Trustee of the allocation of the funds between the respective scheme(s) on the basis of the Administrative Plans as determined by the Management Company.
- 5.A.3.18** The Management Company shall determine from time to time the various class(es) of Units to be issued pursuant to this Deed and the rights and conditions that attach to each class of Units, subject to consent of the Trustee and approval of SECP, including the Front-end Load, Back-end Load or Contingent Load, to be charged to each class as well as the dividends payable in respect to each class and the form and timing thereof.
- 5.A.3.19** The Management Company shall ensure that no entry and exit to the Scheme (including redemption and re-issuance of Units to the same Unit holders on different NAV(s)) shall be allowed other than cash settled transactions based on the formal issuance and redemption requests, unless permitted otherwise by the Commission under the Regulations.
- 5.A.3.20** The Management Company in relation to the Fund shall not net-off any transaction (adjustment of assets of the Scheme against the investment of the Unit Holders) within the Scheme.
- 5.A.3.21** The Management Company shall ensure all valid redemption request are paid based on ranking of the request in a queue.
- 5.A.3.22** Subject to the prior approvals of the SECP and the SBP, the Management Company may in consultation with the Trustee appoint advisors and professionals in offshore countries for making investments in such countries and/or for issuing Units to the investors in the offshore countries and in particular, shall determine the legal and regulatory requirements to be fulfilled by the Fund, the Management Company and the Trustee in their respective capacities, in relation thereto. The fees of such advisors and professionals shall not be charged to the Scheme.

- 5.A.3.23** The Management Company may appoint investment advisors to assist in investing and managing the assets of the fund or to invest and manage part or whole of the assets of the fund abroad at its own cost and discretion provided that the management company will be responsible for all acts of such investment advisers.
- 5.A.3.24** The Management Company shall not open or close or arrange to open or close any account with Banks without approval of its board. However where the Management Company has obtained approval for opening/arranging to open an account(s) with any particular bank, it may open accounts with any branch of that bank and shall obtain approval of its board in the subsequent meeting.
- 5.A.3.25** The Management Company shall at the time of Dividend distribution advise the Trustee. The Trustee may rely on the distributable amount certified by the Auditors or in absence of the such certification may require the Management Company to provide detailed working for such distribution and disburse the dividend payment after checking of the said working, within two days time.”
- 5.A.3.26** The Management company shall not apply for de-listing from Stock Exchange (if any), unless it has obtained prior approval of the commission in writing to the scheme of de-listing.

6. Amendments in Clause 5.B under the heading of “Role of the Trustee”

(I) Deletion of existing Clause 5.B.15

Existing Clause 5.B.15 is deleted.

(II) Renumbering of existing Clause 5.B.16

With the deletion of Clause 5.B.15, existing Clauses 5.B.16 is renumbered as 5.B.15.

(III) Addition of following two new Clauses 5.B.16, 5.B.17 and 5.B.18

New Clauses 5.B.16, 5.B.17 and 5.B.18 are inserted and read as follows:

5.B.16 The Trustee shall not be liable for any loss caused to the Scheme or to the value of the Trust Property due to any elements or circumstances of Force Majeure as mentioned below.

5.B.17 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, codes, circulars, directives or any other applicable laws.

5.B.18 The trustee shall not invest in units of funds.

7. Amendments in Clause 5.C under the heading of “Bank Accounts”

(I) Amendment to existing Clause 5.C.5

In existing Clause 5.C.5, the word “Bank” is inserted and now reads as follows:

“Notwithstanding anything in this Deed the beneficial ownership of the balances in the Bank Accounts vests in the Unit Holders of the respective Unit Trusts.”

(II) Insertion of new Clause 5.C.6, 5.C.7, 5.C.8, 5.C.9 and 5.C.10

After existing Clause 5.C.5, new Clauses 5.C.6, 5.C.7, 5.C.8, 5.C.9 and 5.C.10 are inserted and read as follows:

- 5.C.6** The Trustee shall, if requested by the Management Company at its discretion also open a separate account titled “**CDC-Trustee FAML Funds**” at bank(s) designated by the Management Company. These account(s) shall be temporary collection accounts, where collections received on account of administrative plans that are managed by the Management Company shall be held prior to their being allocated and transferred to pertinent Unit Trusts for investments in accordance with the allocation mentioned in administrative plans.. Provided however, in relation to the other Unit Trusts managed by FAML as the Management Company mentioned above, there are similar provisions in the Trust Deeds of such funds and have Trustee as common between them.
- 5.C.7** The Trustee shall, if requested by the Management Company open Bank Accounts titled “**CDC – Trustee Faysal Income & Growth 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 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 SBP and the exchange control regulations, as well as any directives of the SBP and/or the Commission.
- 5.C.8** The Management Company while exercising due caution and diligence in appointing and arranging of such Bank, brokerage houses and custodian/ sub-custodian in offshore countries. The Trustee shall not incur any personal liability for any consequences that may arise in the opening and operation of such Bank Accounts, brokerage accounts and/or custodial/sub-custodial services accounts.
- 5.C.9** All bank charges for opening and maintaining Bank Account for the Trust shall be charged to the Scheme.
- 5.C.10** All income or profit, etc. earned in the Distribution Account(s), if any, including those accruing on unclaimed dividends, shall form part of the Fund Property for the benefit of the Unit Holders and shall be transferred periodically from the Distribution Account(s) to the main Bank Account of the Trust.

8. Amendments in Clause 6.2 under the heading of “Investment Restriction”

(I) Deletion of existing Clause 6.2.2 and 6.2.3

The existing Clause 6.2.2 and 6.2.3 are deleted.

(II) Renumbering of existing Clause 6.2.4 to 6.2.7

With the deletion of Clause 6.2.2 and 6.2.3, the existing Clauses 6.2.4 to 6.2.7 are renumbered as 6.2.2 to 6.2.5.

(III) Amendment to existing Clause 6.2.7.3 (re-numbered to 6.2.5.3)

The existing Clause 6.2.7.3 (re-numbered to 6.2.5.3) is omitted and replaced with the following text:

6.2.5.3 effect short sales of any security or whether listed or unlisted.

(IV) Addition of following new Clause 6.2.6.4:

After the existing Clause 6.2.7.3 (re-numbered to 6.2.6.3), the following new Clause 6.2.6.4 shall be added which shall read as follows:

Apply for de-listing from stock exchange, unless it has obtained prior written approval of the Commission.

(IV) Addition of following new Clauses 6.2.7, 6.2.8, 6.2.9, 6.2.10, 6.2.11, 6.2.12, 6.2.13 and 6.2.14:

After the existing Clause 6.2.6, the following new Clauses 6.2.7, 6.2.8, 6.2.9, 6.2.10, 6.2.11, 6.2.12, 6.2.13 and 6.2.14 shall be added which shall read as follows:

6.2.7 At least 10% of the net assets shall be invested in cash and near cash instruments which include cash in bank account (excluding TDR), treasury bills not exceeding 90 days maturity;

6.2.8 The Management Company, on behalf of a Scheme, shall not take exposure of more than:

(a) 35% (thirty five) percent of Net Assets of a Scheme in any single group; where the “group” means persons having at least 30% common directors or 30% or more shareholding in any other company, as per publicly disclosed information; and

(b) 10% (ten percent) of Net Assets of a Scheme in listed group companies of the Asset Management Company and such exposure shall only be made through the secondary market.

6.2.9 Exposure of a Scheme to any single entity shall not exceed an amount equal to ten percent of total Net Assets of the Scheme, subject to following conditions:

(a) Exposure to equity securities of a Company shall not exceed ten percent of the issued capital of that Company;

- (b) Exposure to any debt issue of a Company shall not exceed ten percent of that issue.”
- 6.2.10 Weighted average time to maturity of net assets shall not exceed 5 years and this condition shall not apply to securities issued by the Federal Government;
- 6.2.11 The Management Company shall not net off any transaction (adjustment of assets of the scheme against the investment of the unit holders) with in the Scheme.
- 6.2.12 The Management Company shall not:
 - 6.2.12.1 Accept deposit from a collective investment scheme;
 - 6.2.12.2 Make a loan or advance money to any person from the assets of the Scheme.
- 6.2.13 The Management Company on behalf of the Scheme shall not:
 - 6.2.13.1 purchase any security in a forward contract;
 - 6.2.13.2 lend, assume , guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtness of any person;
 - reverse repo transactions involving debt securities as authorized investments in the Offering Document under an agreement and spread transaction through ready buy and future sale or CFS or replacement thereof which are protected by the clearing company and stock exchanges shall not be attracted by this clause;
 - 6.2.13.3 sell units for consideration other than cash unless permitted by the Commission on the basis of structure and investment policy of the Collective Investment Scheme.
 - 6.2.13.4 The management Company shall not acquire twenty five percent (25%) or more of the voting rights or control of a company on behalf of the Scheme.

9. **Amendments in Clause 6.3 under the heading of “Exceptions to Investment Restriction”**

Clause 6.3 shall be amended to read as follows:

6.3 Exception to Investment Restrictions

In the event the weightages exceed the limits laid down in the Offering Document or the Rules as a result of the relative movement in the market prices of the Investments or through any disinvestment, the Management Company shall make its best endeavors to bring the exposure within the prescribed limits within three months of the event. But in any case the Management

Company shall not invest further in such shares or sectors while the deviation exists. However, this restriction on further investment shall not apply to any offer of right shares and bonus shares on account of which the management company shall take necessary action to comply with the limits prescribed for a single security or a sector within (3) three months or such period as allowed by the commission.

There will be no restriction in investment regarding time to maturity of any single security in the portfolio.

10. Amendments in Clause 7 under the heading of “Valuation of Property and Pricing”

(I) Amendment of existing Clause 7

Clause 7 shall be amended to read as follows:

“The assets and liabilities forming part of the Trust Property shall be valued in accordance with the Regulation. The Management Company shall announce net assets value (NAV) of the scheme on each business day within stipulated time frame on their own as well as on MUFAP’s website. In respect of investment held in foreign currencies, the same will be translated in Pakistan Rupees using the closing buying spot rates declared by the State bank of Pakistan at each balance sheet date.

(II) Amendment of existing Clause 7.1.3:

The Offer Price shall be equal to the sum of:

- a. The Net Asset Value as of the close of Business Day on which the application for issuance of Units has been received;
- b. Any Front-End Load at the discretion of the Management Company but not exceeding five percent (5%) of the Net Asset Value; and
- c. Such amount as the Management Company may consider an appropriate provision for Duties and Charges;

Such sum shall be adjusted upwards to the nearest Paisa.

The Offer Price so determined shall apply to purchase requests, complete in all respects (including payments in this regard), received by the Distributor or the Management Company before the Cut Off Timing i.e. between 9:00 am and 5:00 pm on the Business Day on which the completely and correctly filled purchase of Units application form is received. Provided that if a Business Day is not a Subscription Day, the Offer Price calculated on the next Subscription Day shall apply to the purchase request.

The Management Company may announce different Administrative Plans under distinct administrative arrangements with differing levels of Front-end Load, which may also vary according to other criteria as provided in the Supplementary Offering Document(s). Consequently, the Offer Price may differ for Units issued under different Administrative Plans.

(III) Amendment of existing Clause 7.3.2:

Clause 7.3.2 shall be amended as follows:

“After the Initial Period of Offer, the Redemption (Repurchase) Price shall be equal to the Net Asset Value as of the close of the Business Day on which a correctly and properly filled redemption of Units forms is received before the Cut Off Timing i.e. between 9:00 am and 5:00p.m on the Business Day as may be announced by the Management Company from time to time, less:”

- a) Any Back-end Load/Contingent Load;
- b) Such amount as the Management Company may consider an appropriate provision for Duties and Charges;
- c) subject to the terms set forth below in this sub-clause, appropriate provision for Transaction Costs;
- d) Any taxes, duties and charges imposed by the Government or any other regulatory authority;

Such amount to be adjusted downwards to the nearest Paisa.

The Transaction costs shall not normally be applied in determining Offer and Redemption Prices, however, if the Management Company is of the view that it is in the overall interest of the Holders, it may, in consultation and with the agreement of the Trustee, apply such charge either to the Offer or the Redemption Price. The element of Transaction Cost taken into account in determining the prices and collected so, shall from a part of the Trust Property.

(IV) Addition of following new Clause 7.3.6:

After the existing Clause 7.3.5, the following new Clause 7.3.6 shall be added which shall read as follows:

- 7.3.6** The Redemption Price for a dealing day so determined shall apply to redemption requests, complete in all respects, received by the Distributor or the Management Company before the Cut Off Timing i-e between 9.00 am to 5.00 pm (or such other timings as announced by Management Company from time to time after giving prior notice of 3 days to the unit holders) on a Business Day on which a correctly and properly filled redemption application is received. Provided that if the Business Day is not a Subscription Day the Redemption Price calculated on the next Subscription Day shall apply.

(V) Addition of following new Clause 7.3.7:

After addition of Clause 7.3.6, the following new Clause 7.3.7 shall be added which shall read as follows:

- 7.3.7** The Offer and Redemption Price shall be in Pak rupee terms and the Scheme shall not carry any exchange risk. The investor shall

invest at the exchange rate prevailing at the time of receipt of the applications for issue or redemption of Units, as the case may be. For investment in Units, the investor shall remit the proceeds in foreign exchange through normal banking channels. For redemption of Units of offshore investors, payments shall be made in Pakistani rupees and investor shall be responsible for converting it into dollars or any other foreign currency and for arranging remittance of the redemption proceeds

(VI) Amendment of Clause 7.4.2:

Clause 7.4.2 shall be amended to read as follows:

7.4.2 Application for redemption of Units shall be made by completing the prescribed application form for redemption and submitting it at the Authorized Branch or office of the Distribution Company or at any office of the Management Company on a Business Day between 9:00 am to 5:00 p.m. Application for redemption shall be retained by the Distribution Company and a copy may be supplied to the Transfer Agent if so required by the Management Company. The Management Company may make arrangements to accept redemption requests through electronic means such as online, ATMs or other means of electronic use, with prior written approval of SECP and the State Bank of Pakistan in accordance with this Deed, the Offering Document and the Rules and the Regulations and after making the required arrangement with the Trustee. No person shall be entitled to redeem only part of the Units comprised in a Certificate:

11. Amendments in Clause 8 under the heading of “Dealing, Suspension and Deferral of Dealing”

(I) Addition of following new Clause 8.2.3

After the existing Clause 8.2.2, the following new Clause 8.2.3 shall be added which shall read as follows:

8.2.3 The Management Company shall ensure that in case of suspension of redemption of units of scheme due to extra ordinary circumstances in terms of provisions of the constitutive documents and Non Banking Finance Companies and Notified Entities, Regulations, 2008 (as amended or replaced) (“the “Regulations”), the issuance of fresh units shall also be kept suspended until and unless redemption of units is resumed. In such case the Management Company shall take prior approval from its Board of Directors.

(II) Amendment of Clause 8.3

Clause 8.3 shall be amended to read as follows

8.3 The Management Company may at any time, subject to the Regulation, as may be modified from time to time, suspend issue of fresh Units. Such suspension may however not affect existing subscribers to any plans that may be offered by the Management Company under different administrative arrangements, the issue of cash dividend or bonus units as a result of dividend distribution or the option to receive dividends in the form of additional Units. The

Management Company shall announce the details of exemptions at the time a suspension of fresh issue of Units 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 two daily widely circulated newspapers, one in English and one in Urdu.

12. Amendments in Clause 9 under the heading of “Fees and Charges”

(I) Addition of following new Clause 9.1.7

After existing Clause 9.1.6, a new Clause 9.1.7 is inserted and reads as follows:

- 9.1.7** The fees payable on offshore investments to an international fund manager/advisor as per clause 5.A.3.26 above, appointed by the Management Company, if any, management fees shall be paid directly to such international fund manager/advisor by the Management Company which shall be the responsibility of the Management Company and shall not be charged to the Fund.

(II) Amendment of existing Clause 9.4

After the existing Clause 9.4(i), following new clauses are inserted

- 9.4 (j)** Remuneration of the Management Company;
- 9.4 (k)** Remuneration of the Trustee or Custodian;
- 9.4 (l)** expenses incurred by trustee in effecting registration of all registerable assets in the name of the Trustee;
- 9.4 (m)** Any printing cost and related expenses for issuing the Scheme’s quarterly, half yearly and annual reports etc;

13. Amendments in Clause 10 under the heading of “Transaction with Connected Persons”

(I) Amendment of Clause 10.1

The existing Clause 10.1 is omitted and replaced by the following text:

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

(II) Amendment of Clause 10.3

The existing Clause 10.3 is omitted and replaced by the following text:

- 10.3** The Management Company, on behalf of a Collective Investment Scheme shall not without the approval of the Board of Directors in writing and consent of Trustee, purchase from, or sell any securities to any connected person or employee of the Management Company. This Clause shall not apply to the issue,

sale or redemption of units or shares or certificates issued by the Collective Investment Scheme.

(III) Amendment of Clause 10.4

The existing Clause 10.4 is omitted and replaced by the following text:

10.4 All transactions with connected persons carried out by the Management Company on behalf of the Collective Investment Scheme shall be in accordance with the provisions of the Constitutive Documents and shall be disclosed in the annual report of the Collective Investment Scheme.

(IV) Amendment of Clause 10.5

The existing Clause 10.5 is omitted and replaced by the following text:

10.5 The Trust Property shall not be invested in any security of a company if any director or officer of the Management Company individually owns more than five per cent (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.

For the purpose of Sub Clauses 10.3 and 10.5 the term directors officers and employee shall include spouse and dependents.

(V) Addition of following new Clause 10.6

After existing Clause 10.5, a new Clause 10.6 is inserted and reads as follows:

10.6 The Management Company shall not enter, on behalf of a Collective Investment Scheme into transactions with any broker that exceed thirty per cent of the commission paid by a Collective Investment Scheme in any one accounting year.

14. Amendments in Clause 15 Under the Heading “Termination and Liquidation of the Scheme”

14.1 Insertion of new Clause 15.7

14.1.1 After existing Clause 15.6, new Clause 15.7 is inserted and reads as follows:

15.7 “In the event a Scheme is terminated and Units have been purchased therein pursuant to an Administrative Plan, such Administrative Plan shall stand discontinued and the Units held by Holders pursuant thereto shall be dealt in the same manner as the rest of the Units in the Scheme being terminated and the other Schemes in which such Units are held.”

15. Amendments in Clause 21 Under the Heading of “Change of Management Company ”

15.1 Insertion of new Clause 21.7

15.1.1 After the existing Clause 21.6, a new Clause 21.7 is inserted and reads as follows:

21.7 In case of change of management company, the old Management Company shall continue be liable for any default in or non-performance of its duties as the Management Company or for any negligence on its part or on part of its officer or officials, nominees or agents and for any acts or omissions effectuated prior to and up to the effective date in accordance with the provision of the Trust Deed and Offering Document, the Rules and the Regulations, where after the new Management Company shall be responsible for the same. Further the Old Management Company shall indemnify the new Management Company in respect of any default, non performance or violations of the terms and conditions of the trust deed, offering document, the Rules and/or Regulations that may have taken place, advertently or inadvertently prior to and up to the Effective date and which may come to the notice of the trustee and the new Management Company or the Commission at any time after the effective date.

16. Amendments in Clause 24 Under the Heading of “Issue of Units”

16.1 Insertion of a new Clause 24.6

16.1.1 After the existing Clause 24.5, a new Clause 24.6 is inserted and reads as follows:

24.6 The Management Company shall forward all the requests for dealing in Units, duly time and date stamped, to the Trustee within twenty-four (24) hours of the receipt of such requests.

17. Amendments in Clause 25 under the heading of “Issue of Unit Outside Pakistan”

17.1 Insertion of a new Clause 25.4

25.4 Payments of redemption proceeds of Units shall be made to or on account of offshore Unit Holder(s) in Base Currency, but shall be convertible from the Base Currency through an authorized dealer to be appointed by the Management Company, using SBP’s quoted rates (selling rate for the relevant currency) and any conversion costs, Duties and Charges and Back-end Load, if any shall be deducted from such payment. The Management Company shall arrange the remittance and/or fulfill any foreign exchange formalities at State Bank of Pakistan (SBP) through Trustee (if required). Furthermore, in case of any remittance is delayed or cannot be made due to in-availability of foreign currency from the State Bank of Pakistan and/or delay due to approval process at SBP, both management company and Trustee will not be responsible for the same.

18. **Amendments in Clause 26 under the heading of “Register of Unit Holders”**

(I) Amendment of existing Clause 26.9

Clause 26.9 shall be amended to read as follows:

26.9 The register may be closed with intimation to the trustee for such period as the management Company may from time to time determine after giving at least seven calendar days notice to unit holders. In no case, the time period for the closure of register for dividend declaration shall exceed six working days at a time and whole forty five days in a year.

19. **Amendments in Clause 31 under the heading of “AUDIT”**

Clause 31.2 shall be amended to read as follows:

31.2 The Auditors shall hold office until transmission of the annual report and accounts but may be reappointed for upto five consecutive terms of one year each. Thereafter, that the Auditors shall only be eligible for appointment after the lapse of at least one year. The following persons shall not qualify to be the Auditors of the Trust:

- a) A person who is or at any time during the preceding three years was a director, officer or employee of the Management Company or the Trustee.
- b) A person who is a partner of, or in employment of, a director; officer, employee or connected Person of the Management Company or Trustee.
- c) The spouse of a director of the Management Company or Trustee,
- d) A person who is indebted to the Management Company or Trustee, and
- e) A body Corporate.

20. **Amendments in Clause 35 “Definitions”**

(I) Amendment of existing Clause 35.2 (renumbered to 35.2)

35.2 "Accounting Period" means a period ending on and including an Accounting Date and commencing in case of the first such period, on the date on which the Trust 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.

(II) Insertion of new definition “Administrative Plans”

After existing Clause 35.2 a new definition “Administrative Plans” is inserted as Clause 35.3 and reads as follows:

35.3 “Administrative Plans” means investment plans offered by the Management Company with consent of Trustee and approved by SECP, where such plans allow investors a focused investment

strategy in any one or a combination of Schemes with same trustee managed by the Management Company in accordance with the conditions specified by SECP.”

(III) After insertion of Clause 35.3, existing clauses 35.3 to 35.51 has renumbered to 35.4-35.52

(IV) Amendment of existing Clause 35.5 (renumbered to 35.6)

The definition of Authorized Investment under Clause 35.6 shall stand amended to read as follows:

35.6 “Authorized Investment”

Faysal Income & Growth Fund is primarily Aggressive Fixed Income Fund and its “Authorized Investments” include all transacted, issued traded, listed and unlisted investments, inside or outside Pakistan and may include the following:

- Government of Pakistan Investment Bonds, Federal Investment Bonds, Treasury Bills and other Government Securities;
- Cash in Bank Accounts (excluding TDR)
- Money Market Placements
- Certificates of Musharika (COM);
- Certificate of Deposits
- TDRs
- Commercial Paper
- Reverse Repo
- TFC
- SUKUK
- Continuous Funding System (CFS);
- Spread Transactions
- Subject to separate prior written approval from SECP and other regulatory approvals the Scheme may seek to invest in foreign securities issued, listed or traded outside Pakistan on such terms, guidelines and directions as well as limits as may be issued by SECP and the State Bank of Pakistan from time to time.
- Any other security and/or instruments and/or transactions that may be allowed by SECP or the Regulation from time to time.

(V) Amendment to existing Clause 35.9(re-numbered to 35.10)

Existing Clause 35.9 (re-numbered to 35.10) is amended and now reads as follows:

35.10 “Business Day” means a day on when banks are open for business in Pakistan and such hours for which Management Company is open for business (excluding Saturday).

(VI) Insertion of new definition “Contingent Load” or “Deferred Sales Load”

After existing Clause 35.13 (re-numbered to 35.14) a new definition “Contingent Load” or “Deferred Sales Load” is inserted as Clause 35.15 and reads as follows:

35.15 “Contingent Load” or “Deferred Sales Load” means processing charges deductible from the Net Asset Value of the Unit to determine the Redemption Price in case of redemption of Units within a certain period of time or at a decreasing rate for every period the Units are held and shall be charged on class of units where no Front-end Load or Back-end Load is charged. Such charges shall not exceed five percent (5%) of the Net Asset Value and shall be determined by the Management Company from time to time and disclosed in the Offering Document. Any such charges shall be payable to the Management Company and/or its Distributors, as the case may be. The Contingent load would be applicable to those classes of units where there is neither a front end load nor the back end load.

(VII) Renumbering of existing Clauses 35.14 to 35.23

With the insertion of new Clause 35.15, existing Clause 35.14 to 35.23 are renumbered as 35.16 to 35.25 respectively.

(VIII) Insertion of new definition “Force Majeure”

After existing Clause 35.23 (re-numbered to 35.25) a new definition “Force Majeure” is inserted as Clause 35.26 and reads as follows:

35.26 “Force Majeure” means any occurrence or circumstance or element which delays or prevents performance of any of the terms and conditions of this Deed or any obligations of the Management Company or the Trustee and shall include but be no limited to any circumstance or element that cannot be reasonably controlled, predicted, avoided or overcome by any Party and which occurs after the execution of this Agreement and makes the performance of the Agreement in whole or in part impossible or impracticable or delays the performance, including but not limited to any situation where performance is impossible without unreasonable expenditure. Such circumstances include but are not limited to floods, fires, droughts, typhoons, earthquakes and other acts of God and other unavoidable or unpredictable elements beyond reasonable control, such as war (declared or undeclared), insurrection, civil war, acts of terrorism, accidents, strikes, riots, turmoil, civil commotion, any act or omission of a governmental authority, failure of communication system, hacking of computer system and transmissions by unscrupulous persons, closure of stock exchanges, banks or financial institutions, freezing of economic activities and other macro-economic factors, etc.

(IX) Renumbering of existing Clauses 35.24 to 35.40

With the insertion of new Clause 35.26, existing Clause 35.24 to 35.40 are renumbered as 35.27 to 35.43 respectively.

(X) Amendment to existing Clause 35.27 (renumbered as 35.30)

Existing Clause 35.27 (renumbered to Clause 35.30) is omitted and replaced by the following text:

35.30 “**Trust Property**” means the aggregate proceeds of the sale of all Units at Purchase (Offer) Price and any Transaction Costs recovered in the Purchase (Offer) price and Transaction Costs and Back-end Load recovered in the Redemption(Repurchase) price after deducting there from or providing there against the value of Redemption, Front-end Load, Duties and Charges (if included in the Purchase (Offer) Price or Repurchase (Redemption) Price) applicable to the Purchase or Redemption of Units and any expenses chargeable to the Fund; and includes all Investments and income, profits, securities, deposits, right and bonus securities, cash, bank balances, dividends, fees, Commissions, receivables, claims, contracts and licenses.

(XI) Amendment to existing Clause 35.32 (renumbered as 35.35)

Existing Clause 35.32 (renumbered to Clause 35.35) is omitted and replaced by the following text:

35.35 “**Net Assets**” in relation to the Trust, means the excess of assets over liabilities of the Trust, and such excess being computed in the manner specified by the Commission in the Rules and Regulations.”

(XII) Except as otherwise expressly set out in this Supplemental Trust Deed, all other provisions of the Trust Deed remain unchanged and the Trust Deed shall continue to remain in full force and effect.

(XIII) Faysal Asset Management, as the management company and the Trustee hereby certify that in their opinion, the above alterations to the Trust Deed do not alter the fundamental objects of the Unit Trust and that the same shall not prejudice the interests of the Holders or any of them or operate to release the Trustee or Faysal Asset Management from any responsibility to the Holders.

(XIV) This Supplemental Trust Deed shall be subject to and be governed by the Laws of Pakistan.

(XV) Insertion of new definition “Regulation”

After existing Clause 35.44 (re-numbered to 35.47) a new definition “Regulation” is inserted as Clause 35.48 and reads as follows:

35.48 “**Regulations**” mean Non-Banking Finance Companies and Notified Entities Regulation, 2008, as amended or substituted from time to time

(XVI) Amendment to existing Clause 35.45 (renumbered as 35.49)

Existing Clause 35.45 (renumbered to Clause 35.49) is omitted and replaced by the following text:

35.49 “**Load**” means the Front end load, back end load and Contingent Load. Back end load and Front end load combined shall not exceed five percent (5%) of NAV.

36. Replacement of Phrase Sales Load with load

The word “Sales Load” shall replaced with Load in entire document.

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

**For and on behalf of
Faysal Asset Management Limited**

Signed and the Common Seal of Faysal Asset Management Limited has hereunto been fixed in the presence of:

Seal

(1) _____
Salman Haider Sheikh
Chief Executive Officer

(2) _____
Tahir Sohail
Chief Operating Officer

**For and on behalf of
Central Depository Company of Pakistan Limited**

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

Seal

1) _____
Atiqur Rehman
Head of Trustee and Custodial
Operations Section-I

(2) _____
Abdul Samad
Head of Trustee and Custodial
Operations Section II

Witnesses:

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