SECOND SUPPLEMENTAL TRUST DEED

OF

UNIT TRUST OF PAKISTAN

BY AND BETWEEN

JS INVESTMENTS LIMITED
(FORMERLY JS ABAMCO LIMITED & INITIALLY ABAMCO LIMITED

AND

CENTRAL DEPOSITORY COMPANY OF PAKISTAN LIMITED

drawn by:

bawaney & partners,
advocates & investment & corporate advisers
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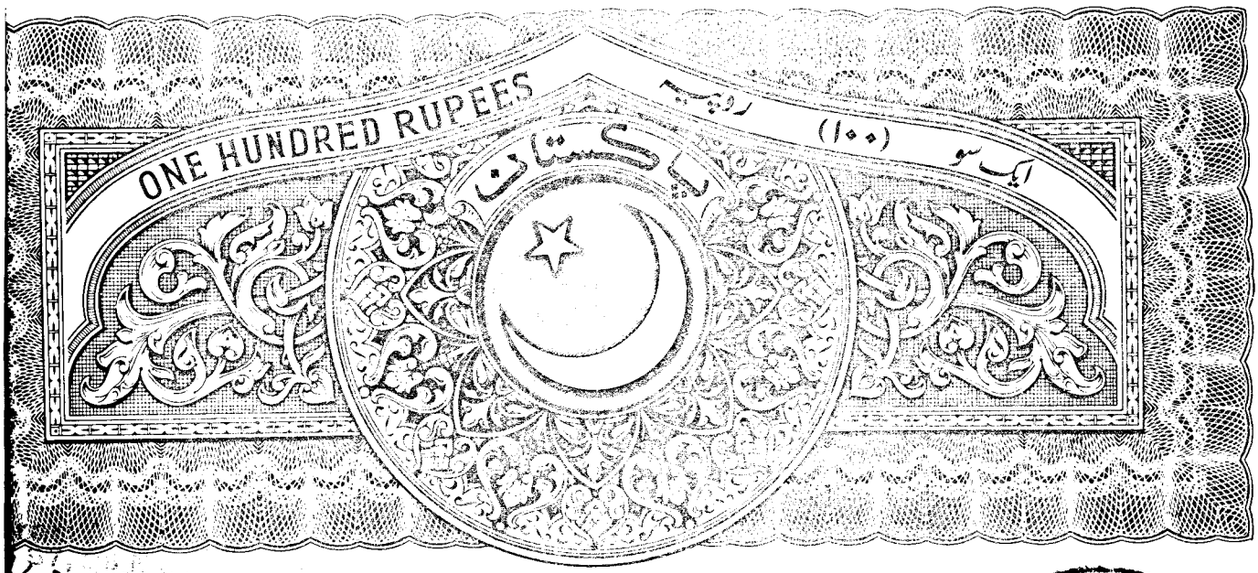

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Date 24 OCT 2007

With Address JS Investment Ltd.

Attached

For Signature

No. 855

Sub-Registrar-I
Jamshed Town, Karachi

SUB REGISTRAR-I JAMSHED TOWN KARACHI

SECOND SUPPLEMENTAL TRUST DEED
OF
Amendment of
UNIT TRUST OF PAKISTAN

This Second Supplemental Trust Deed is made and entered into at Karachi, on this A.R 30th day of OCTOBER, 2007 by and between:

1) **JS INVESTMENTS LIMITED** ***(formerly JS ABAMCO Limited and initially ABAMCO Limited)***, a listed public limited company, incorporated under the Companies Ordinance, 1984 with its registered office at 7th Floor, The Forum, G-20, Khayaban-e-Jami, Clifton Block-9, Karachi- 75500 (hereinafter called "the Management Company", which expression, where the context so permits, shall include its successors-in-interest and assigns) of the One Part; and

2) **CENTRAL DEPOSITORY COMPANY OF PAKISTAN LIMITED**, an unlisted public limited company incorporated in Pakistan, under the Companies Ordinance, 1984, having its registered office at CDC House, 99-B, Block B, S.M.C.H.S. Main Shahra-e-Faisal, Karachi – 74400 and registered to act as central depository company under Rule 4(3) of the Central Depository Companies (Establishment & Regulation) Rules, 1996 (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 Muslim Commercial Financial Services (Pvt) Limited (MCFSL) as the initial trustee, executed a Trust Deed dated April 26, 1997 to constitute "**Unit Trust of Pakistan**" (defined as the "Trust", "Unit Trust" or "Scheme" under the Trust Deed), which Trust Deed was registered with the Sub-Registrar "T" Division I (B), Karachi, under Registered No.662 of Book No.IV Addl. at pages 121 to 180, Volume No.304 dated April 26, 1997 of the Photo Registrar, Karachi and amended vide a **Supplemental Trust Deed** dated January 16, 2001, registered with the Sub-Registrar "T" Division I- B, Karachi under

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Registered No.17 of Book No. IV dated January 16, 2001 and M.F. Roll No. U-2040/312 dated January 23, 2001 of the Photo Registrar Karachi.

2. Vide a **Deed of Change of Trustee and Amendment of Trust Deed** dated June 11, 2005, executed among the Management Company, MCFSL (as the outgoing trustee) and the Trustee (as the new trustee), registered with Sub-Registrar "T" Division 1-B, Karachi under Registered No.289 of Book IV dated June 14, 2005 and M.F. Roll No. U-57208/2643 dated June 25, 2005 of the Photo Registrar, Karachi, MCFSL retired as the trustee of the Unit Trust and the Trustee was contemporaneously appointed as the trustee of the Unit Trust and the Trust Deed was also further amended.

3. The Management Company and the Trustee have agreed to amend certain clauses of the Trust Deed as authorized under Clause 30.3 of the Trust Deed and to record the change of the name of the Management Company, the change of addresses of the Management Company and the Trustee and to incorporate some formal amendments.

4. The Securities and Exchange Commission of Pakistan (SECP) vide its letter No. NBFC-II/AD/UTP/803/2007 dated October 26, 2007 has approved the amendments to the Trust Deed, appended hereto as Annexure "A".

Now this Second Supplemental Trust Deed for Amendment of the Trust Deed of Unit Trust of Pakistan witnesseth as under:

1. Amendment to the Trust Deed

This Trust Deed hereby stands amended in the following respects:

(1) Change of Name of the Management Company and Change <u>of Addresses of the Management Company and the Trustee</u>

The description of the Management Company and the Trustee stand amended as follows:–

*"JS INVESTMENTS LIMITED (formerly JS ABAMCO Limited and initially ABAMCO Limited), a listed public limited company, incorporated in Pakistan under the Companies Ordinance, 1984 with its registered office at 7th Floor, the Forum, Block 9, G-20, Khayaban-e-Jami, Clifton, Karachi, (hereinafter called the "**the Management Company**", which expression where the context so permits, shall include its successors-in-interest and assigns) of the One Part; and*

CENTRAL DEPOSITORY COMPANY OF PAKISTAN LIMITED, a company incorporated in Pakistan 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 and registered to act as central depository company under Rule 4(3) of the Central Depository Companies (Establishment and Regulation) Rules, 1996 (hereinafter called "the Trustee", which expression, where the context so permits, shall include its successors-in-interest and assigns) of the Other Part."

(2) Amendment of Recital A

The Recital A of the Trust Deed, be and hereby is amended as follow:

The Management Company is in the business of providing asset management and investment advisory services and has been licensed by the Securities and Exchange Commission of Pakistan (SECP) to act as an asset management company

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under the repealed Asset Management Companies Rules 1995 and as an investment adviser under the repealed Investment Companies and Investment Advisors Rules, 1995. SECP has granted license under its letter No.NBFC-39/1A-AMC/02/2004 dated July 27, 2004 under Rule 5(2) of the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 ("Rules") and renewed, vide SECP's letter No. NBFC II/22/Abamco/AMC & IA/05/2007, dated June 11, 2007 to JS Investments Limited (Formerly JS ABAMCO Limited and initially ABAMCO Limited) under Rule 5(5) of the Rules to undertake asset management and investment advisory services.

(3) Amendment of existing Clause 1.1 (Definition of Accounting Date)

The existing Clause 1.1, be and is hereby replaced by the following text:

> ***"Accounting Date"*** *means the thirtieth day of June in each year and any interim date(s) at which the financial statements of the Unit Trust are drawn up. Provided however, the Management Company, with the approval of the Trustee and after intimation to the SECP, change such date to any other date."*

(4) Amendment of the fist para of Clause 1.4 (Definition of Authorized Investments)

The first para of Clause 1.4, be and is hereby replaced with the following text:

> *"Authorized Investment" means any investment transacted, issued, traded or listed inside or outside Pakistan and includes any of the following:"*

(5) Addition of new Sub-Clause (f) to existing Clause 1.4 (Definition of Authorized Investments)

After the existing Sub-Clause (e) of Clause 1.4, the following new Sub-Clause to be numbered as Sub-Clause (f), be and is hereby incorporated as Sub-Clause (f):

(f) *"investment outside Pakistan in such permitted asset classes including securities, subject to such terms and conditions as are specified by any competent authority including the State Bank of Pakistan and the SECP;"*

(6) Renumbering of existing Sub-Clauses (f) and (g) in Clause 1.4 (Definition of Authorized Investment)

The existing Sub-Clauses (f) and (g), be and are hereby renumbered as Sub-Clauses (g) and (h), respectively.

(7) Addition of new Sub-Clause (i) to the existing Clause 1.4 (Definition of Authorized Investments)

After the existing Sub-Clause (g), now re-numbered as Sub-Clause (h), the following new Sub-Clause (i) be and is hereby incorporated as follows:

(i) *"Any other investments permitted under the Rules or allowed by SECP"*

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(8) Addition of Clause 1.5 (Definition of Authorized Branch)

After the existing Clause 1.4, the following new Clause to be numbered as Clause 1.5, be and is hereby incorporated as follows:

"Authorised Branch(es)" *means those branch(es) of the Distribution Company(ies) which are authorized by the Management Company. It also includes the distribution centers established by the Management Company to perform the Distribution Function."*

(9) Renumbering of existing Clause 1.5 to Clause 1.7

The existing Clauses 1.5 to 1.7, be and are hereby renumbered as Clauses 1.6 to 1.8 respectively.

(10) Amendment of exiting Clause 1.7 (now re-numbered as Clause 1.8) (Definition of Bank)

The existing Clause 1.7, now re-numbered as Clause 1.8, be and is hereby replaced by the following text:

> *"Bank means a banking company licenses under the Banking Companies Ordinance , 1962 or any other regulation for the time being in force or an institution providing banking services under the banking law of Pakistan or if operating outside Pakistan under the banking laws of jurisdiction of its operation outside Pakistan".*

(11) Addition of new Clause 1.9 (Definition of Bonus Units)

After the existing Clause 1.7, now re-numbered as Clause 1.8, the following new Clause to be numbered as Clause 1.9, be and is hereby incorporated as follows:

> ***"Bonus Units"*** *means the Units issued, on distribution of the distributable income, in the form of a stock dividend"*

(12) Amendment of existing Clause 1.8 (now re-numbered as Clause 1.10) (Definition of Business Day)

The existing Clause 1.8, now renumbered as Clause 1.10, be and is hereby replaced by the following text:

> ***"Business Day"*** *means any day of the week but does not include any day which is a gazetted Government of Pakistan holiday or on which the Stock Exchanges in Pakistan are closed for business.*

(13) Amendment of existing Clause 1.12 (now re-numbered as Clause 1.14) (Definition of Contingent Load)

The existing Clause 1.12, now renumbered as Clause 1.14, be and is hereby replaced by the following text:

> ***"Contingent Load"*** *means Sales Load deductible from the Net Asset Value in determining the Redemption Price at the discretion of the Management Company it is in the interest of the Unit Holders or the Fund. Any Contingent Load so deducted shall form part of the Deposited Property.*

(14) Renumbering of existing Clauses 1.9 to 1.14 (now re-numbered as Clauses 1.11 to 1.16, respectively)

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The existing Clauses 1.9 to 1.14, be and are hereby renumbered as Clauses 1.11 to 1.16 respectively.

(15) Addition of new Clause 1.17 (Definition of Cut-off time)

After the existing Clause 1.14, now renumbered as 1.16, the following new Clause to be numbered as Clause 1.17 be and is hereby incorporated:

> *""**Cut-Off Time**" means any time as may be determined by the Management Company and communicated to the Trustee and the Unit Holders applicable for each Business Day before which Unit transactions shall be allowed"*

(16) Renumbering of existing Clauses 1.15 to 1.31

The existing Clauses 1.15 to 1.31, be and are hereby renumbered as Clauses 1.18 to 1.34 respectively.

(17) Amendment of existing Clause 1.17 (now re-numbered as Clause 1.20) (Definition of Distribution Company)

The existing Clause 1.17, now renumbered as Clause 1.20, be and is hereby replaced by the following text:

> ***"Distribution Company"** means a company, firm or a Bank appointed by the Management Company under intimation to Trustee for performing the Distribution Function and shall also include the Management Company, if Management Company performs the Distribution Function.*

(18) Amendment of existing Sub-Clause (d) of Clause 1.18 (now re-numbered as Clause 1.21) (Definition of Distribution Function)

The existing Sub-Clause (d) of Clause 1.18, now renumbered as Clause 1.21, be and is hereby replaced by the following text:

> *(d) accounting to the Management Company for all (1) moneys received from the applicants for issuance of Units; (2) payments made to the Holders on redemption of Units; and (3) expenses incurred in relation to the Distribution Function.*

(19) Amendment of existing Clause 1.32 (now re-numbered as Clause 1.35) (Definition of Par Value)

In the existing Clause 1.32, now renumbered as Clause 1.35, the text *"five thousand rupees"* be and is hereby replaced by *"one hundred rupees"*. Clause 1.35 now reads as follows:

> ***"Par Value"** means the face value of a Unit that shall be Rupees One Hundred(Rs.100) or such other amount as may be determined by the Management Company in consultation with the Trustee from time to time.*

(20) Amendment of existing Clause 1.37 (now re-numbered as Clause 1.40) (Definition of Sales Load)

The existing Clause 1.37, now re-numbered as Clause 1.40, be and is hereby amended as follows:

> ***"Sales Load"** means the sales and processing charges or commission (excluding Duties and Charges) not exceeding five percent (5%) of the Net Asset Value, which may be included in*

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the Offer Price of certain class of units, or deducted from the Net Asset Value in order to determine the Redemption Price of certain classes of Units".

(21) Addition of new Clause 1.42 (Definition of Supplementary Offering Document)

After the existing Clause 1.38, now re-numbered as Clause 1.41, the following new Clause to be numbered as Clause 1.42, be and is hereby incorporated:

> ***"Supplementary Offering Document"****: means a document issued by the Management Company, with the consent of the Trustee, after seeking approval of the SECP, describing any amendments made to the Offering Document."*

(22) Amendment of existing Clause 1.42 (now renumbered as Clause 1.46) (Definition of Unit)

In the existing Clause 1.42, now renumbered as 1.46, the full stop is removed and the text *"and where the context so indicates a fraction thereof"* be and hereby added. Clause 1.46 now reads as follows:

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

(23) Amendment of Clause 4.3 under the heading INVESTMENT OF THE DEPOSITED PROPERTY

The entire text of the existing Clause 4.3, be and is hereby replaced by the following text:

> *"The purchase or sale of any Investment in listed securities for the account of the Trust shall be made on the Stock Exchange through a broker who must be a member of the Stock Exchange, unless the Management Company is satisfied that it is possible to make such purchase or sale more advantageously in some other manner. The broker will be appointed, from time to time, by the Management Company after intimation to the Trustee. Save as allowed under the Rules, the Management Company shall not nominate directly or indirectly as a broker, any of its directors, executives, officers or employees or a family member (which term shall include their spouses, parents, children, brothers or sisters)".*

(24) Amendment of Clause 4.7 under the heading INVESTMENT OF THE DEPOSITED PROPERTY

The existing Clause 4.7, be and is hereby replaced in entirety by the following text:

> *"The Deposited Property shall not be invested in any security of a company if any director or officer of the Management Company owns more than five percent (5%) of the total nominal amount of the securities issued of such company, or collectively the directors and officers of the Management Company owns more than ten percent (10%) of the securities issued of the said company."*

(25) Addition of new Clause 4.9 under the heading INVESTMENT OF THE DEPOSITED PROPERTY

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After the existing Clause 4.8, the following new Clause be and is hereby incorporated as Clause 4.9:

"The Deposited Property shall not be invested in the securities issued by group companies of the Management Company and securities underwritten, co-underwritten/ sub-underwritten by such group companies."

(26) Renumbering of existing Clauses 4.9 and 4.10

The existing Clauses 4.9 and 4.10, be and are hereby re-numbered as Clauses 4.10 and 4.11, respectively

(27) Addition of a new Sub-Clause (d) in existing Clause 4.9 (now re-numbered as Clause 4.10) under the heading INVESTMENT OF DEPOSITED PROPERTY

In the existing Clause 4.9, now re-numbered as Clause 4.10, the following new Sub-Clause (d) be and is hereby incorporated:

"Undertake or subscribe to securities issued by group companies of the Management Company".

(28) Amendment of existing Clause 4.10 (now re-numbered as Clause 4.11) under the heading INVESTMENT OF DEPOSITED PROPERTY

The entire text of the Clause 4.10, now re-numbered as Clause 4.11, be and is hereby replaced by the following text:

"The Management Company may from time to time for the account of the Trust enter into underwriting or sub-underwriting contracts in relation to the subscription or purchase of Authorized Investments upon such terms in all respects as the Management Company shall think fit but subject always to the provisions of the Rules and this Deed and so that no such contract shall relate to an Authorized Investment which if acquired would constitute a holding in excess of the exposure limit specified in the Rules. All Authorized Investments acquired pursuant to any such contract shall form part of the Deposited Property and any subscription or purchase moneys payable thereunder shall be paid out of the Deposited Property. However, such underwriting or sub-underwriting shall not be entered in respect of securities issued by group companies of the Management Company and securities issued underwritten, co-underwritten/ sub-underwritten by such group companies."

(29) Addition of new Clause 4.12 (Investment Restrictions)

After the existing Clause 4.10, now re-numbered Clause 4.11, the following new Clause be and is hereby incorporated as Clause 4.12

Investment Restrictions:

a) *As per Rule 71(4) of the Rules, Scheme shall not invest more than twenty five (25) percent of its Net Asset Value in securities of any one sector as per classification of the stock exchange(s). However, SECP vide its letter No. NBFC-II/AD/UTP/802/2007 dated October 26, 2007, has granted relaxation to Unit Trust of Pakistan whereby the Scheme shall not invest more than twenty five (25) percent of its Net Asset Value in securities of any one sector (as per classification of the pertinent stock*

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exchange(s) or weight of that sector in the KSE 30 Index, whichever is higher. The investments in securities other than Government securities shall be restricted to not more than ten percent of the Net Assets per issuer.

b) *As per Rule 71(3) of the Rules, investment of a Scheme in any company shall not, at any time, exceed an amount equal to 10% of the total Net Asset Value of the Scheme at the time of investment or 10% of the issued capital of the investee company. However, the Commission vide its letter no. NBFC-II/AD/UTP/802/2007_dated October 26_, 2007, has granted relaxation to Unit Trust of Pakistan whereby the investment of a Scheme in any company shall not, at any time exceed an amount equal to 10% of the total Net Asset Value of the Scheme at the time of investment or weight of that company in the KSE 30 Index, whichever is higher.*

(30) Addition of new Clause 4.13 (Investment Objective)

After new Clause 4.12, the following Clause be and is hereby incorporated as Clause 4.13:

Investment Objective:

"Unit Trust of Pakistan is a balanced fund that aims to preserve and grow investor's capital in the long term while providing a regular stream of current income on an annual basis. The fund operates a diverse portfolio of equity and fixed income investments whereby the equity component is meant to provide the growth in capital while dividends on the equity component along with the fixed income investments help generate the current income"

(31) Addition of new Clause 4.14 (Investment Policy)

After new Clause 4.13, the following Clause be and is hereby incorporated as Clause 4.14:

Investment Policy

Unit Trust of Pakistan, a balanced fund, focuses on preserving the initial capital while providing maximum diversification, along with liquidity, growth and consistent returns. In order to achieve these, the fund invests in three types of high quality assets. These include:

a. *Shares of companies which:*
   (i) *are consistently paying out dividends*
   (ii) *having growth prospects*
   (iii) *are actively traded*
b. *Debt instruments with good credit rating*
c. *Short term money market instruments.*

A weightage of 70% KSE 30 Index and 30% 6 Month KIBOR is used as the benchmark for Unit Trust of Pakistan

(32) Deletion of Clause 7.4 under the heading DUTIES AND POWERS OF THE TRUSTEE

Clause 7.4 be and is hereby deleted.

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(33) Renumbering of existing Clauses 7.5 to 7.9

The existing Clauses 7.5 to 7.9, be and are hereby re-numbered as Clauses 7.4 to 7.8, respectively

(34) Amendment of existing Clause 7.6 (now re-numbered as Clause 7.5) under the heading DUTIES AND POWERS OF THE TRUSTEE

The entire text of the existing Clause 7.6, now re-numbered as Clause 7.5, be and is hereby replaced by the following text

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

(35) Amendment of existing Clause 7.7 (now re-numbered as Clause 7.6) under the heading DUTIES AND POWERS OF THE TRUSTEE

The entire text of the existing Clause 7.7, now re-numbered as Clause 7.6, be and is hereby replaced by the following text

> *The Trustee shall institute or defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in respect of the Deposited Property or any part thereof if so requested by the Management Company in writing. All costs, charges and expenses (including legal fee) incurred in instituting or defending any such action shall be borne by the Scheme and the Management Company shall indemnify the Trustee against all such costs, charges and expenses out of the Deposited Property. Provided that no such indemnity shall be given in respect of any action taken against the Trustee for negligence or breach of fiduciary duties in connection with its duties as the Trustee under this Deed or the Rules. For the avoidance of doubt it is clarified that notwithstanding anything contained in this Deed, the Management Company shall not be liable in respect of any losses, claims, damages or other liabilities whatsoever suffered or incurred by the Trust arising from or consequent to any such suit, proceeding, arbitration or inquiry or corporate or shareholders' action or otherwise howsoever and (save as herein otherwise provided), all such losses, claims, damages and other liabilities shall be borne by the Trust.*

(36) Amendment of existing Clause 7.8 (now re-numbered as Clause 7.7) under the heading DUTIES AND POWERS OF THE TRUSTEE

The entire text of existing Clause 7.8, now renumbered as Clause 7.7, be and is hereby replaced by the following text

> *"Neither the Trustee nor the Custodian (if Trustee has appointed another person as Custodian) shall sell or purchase or deal in the sale of any Investment with the Trust (save in the capacity of an intermediary)".*

(37) Amendment of existing Clause 8.4 under the heading REMUNERATION OF TRUSTEE AND ITS AGENTS

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The entire text of the existing Clause 8.4, be and is hereby replaced by the following text:

> *In consideration of the foregoing and save as aforesaid the Trustee shall be responsible for the payment of all expenses incurred by the Trustee from time to time in connection with their duties as Trustee of the Trust. The Trustee shall not make any charge against the Holders or against the Deposited Property or against the Distribution Account for their services or for their expenses, except such expenses as are expressly authorized to be paid out of the Deposited Property under the provisions of the Rules and this Deed.*

(38) Amendment of existing Clause 8.5 under the heading REMUNERATION OF TRUSTEE AND ITS AGENTS

The entire text of the existing Clause 8.5, be and is hereby replaced by the following text:

> *The Trustee shall bear all expenditures in respect of its secretarial and office space and professional management services provided in accordance with the provisions of this Deed.*

(39) Addition of new Clause 9.4 under the heading DUTIES AND POWERS OF MANAGEMENT COMPANY

After the existing Clause 9.3, following new Clause 9.4, be and is hereby incorporated, as follows:

> *The Management Company shall from time to time under intimation to the Trustee appoint, remove or replace one or more Distribution Company(s) for carrying the Distribution Function at one or more locations, on terms and conditions to be incorporated in the Distribution Agreement to be entered into between the Distribution Company and the Management Company*

(40) Renumbering of existing Clauses 9.4 and 9.5 under the heading DUTIES AND POWERS OF MANAGEMENT COMPANY

The existing Clauses 9.4 and 9.5, be and are hereby re0numbered as Clauses 9.5 and 9.6, respectively.

(41) Amendment of existing Clause 10.1 under the heading REMUNERATION OF THE MANAGEMENT COMPANY AND ITS AGENTS

The entire text of the existing Clause 10.1, be and is hereby replaced by the following text:

> *The Management Company shall be entitled to receive an annual remuneration of an amount not exceeding three percent of the average annual Net Asset during the first five years of the Scheme and two percent of such assets thereafter.*

(42) Amendment of existing Sub- Clause (b) of Clause 10.1 under the heading REMUNERATION OF THE MANAGEMENT COMPANY AND ITS AGENTS

The entire text of sub-clause (b) of Clause 10.1 be and is hereby deleted in entirety.

(43) Amendment of existing Clause 11.2 under the heading CHANGE OF TRUSTEE

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The entire text of the existing Clause 11.2, be and is hereby replaced by the following text:

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

(44) Addition of new Clause 12 with the heading BANK ACCOUNTS

After the existing Clause 11, following new Clause 12 be and is hereby incorporated, as follows:

BANK ACCOUNTS:

12.1 The Trustee shall open separate Bank Accounts titled "CDC Trustee Unit Trust of Pakistan" for the Unit Trust at suitable scheduled commercial banks at the request of the Management Company

12.2 The Trustee shall open additional Bank Account titled "CDC Trustee Unit Trust of Pakistan at such branches of scheduled commercial banks and at such locations (including outside Pakistan), subject to applicable regulations and after obtaining all necessary approvals from the relevant regulatory authority in Pakistan as may be requested by the Management Company from time to time.

12.3 The Management Company may also require the Trustee to open separate Bank Accounts titled "CDC Trustee Unit Trust of Pakistan Div" for each dividend distribution of the Scheme.

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

(45) Renumbering of existing Clauses 12 to 32

The existing Clauses 12 to 32 be and are hereby renumbered as Clauses 13 to 33, respectively.

(46) Amendment of Clause 14.3 (now re-numbered as Clause 15.3) under the heading of ISSUE OF UNITS

The entire text of Clause 14.3, now re-numbered as Clause 15.3, be and is hereby replaced by the following text:

> *Application for issuance of Units shall be made by completing the prescribed application form and submitting it with the* payment *by cheque, bank draft or pay order (crossed A/C payee only) in favor of the Trustee at the Authorized Branch or office of any Distribution Company on any Subscription Day. The Management Company may make arrangements to accept payments via credit card, debit card, auto debit instructions or in such form (other than through cash or any bearer*

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instruments) as is prescribed by the Management Company, in favor of the Trustee at the Authorized Branch or office of any Distribution Company on any Subscription Day. Payment in cash will not be accepted. No person other than the Authorized Branch or office of the Distribution Company is authorized to accept the application for issuance of Units. The Distribution Company or Transfer Agent shall verify the particulars given in the application for issue of Units and after ensuring that the documentation required is complete in all aspects forward the application to the Transfer Agent/ Trustee /Management Company for further processing.

Any charge(s) on account of payments accepted via credit cards shall be charged to the applicant in the offer price and it shall be disclosed in Application form for Purchase of Units. .

(47) Addition of new Clause 15.5 under the heading ISSUE OF UNITS

The following new Clause, be and is hereby incorporated as Clause 15.5:

"The Management Company may make arrangements to accept issue requests through electronic, IVR (Interactive Voice Response) or other means."

(48) Addition of new Clause 15.6 under the heading ISSUE OF UNITS

After the new Clause 15.5 mentioned in Item No.45 above, the following new Clause to be and numbered as 15.6, be and is hereby incorporated:

"The Management Company may make arrangements through branches of Banks to facilitate the issue and redemption of Units. A request for issue/ redemption of Units may be accepted through the ATM facility only when the relevant bank branches have been instructed by the Management Company to accept Holders' requests to purchase or redeem the Units of the Trust."

(49) Addition of new Clause 15.7 under the heading ISSUE OF UNITS
After the new Clause 15.6 mentioned in Item No. 46 above, the following new Clause to be numbered as 15.7, be and is hereby incorporated.

"The Management Company with the approval of the Trustee has reduced the par value from Rs. 5000 to Rs. 100 with effect from the date of this Second Supplemental Trust Deed and therefore Units will be re-issued to the existing Unit Holders by multiplying the number of the existing Units held by them by 50 in lieu of the existing Units held by them."

(50) Amendment of existing Clause 15.2 (now re-numbered as Clause 16.2) under heading DETERMINATION OF OFFER PRICE

The entire text of the existing Clause 15.2, now re-numbered as Clause 16.2, be and is hereby replaced by the following text:

The Offer Price shall be equal to the sum of:

(a) The Net Asset Value as of the close of Subscription Day on which the application for issuance of Units has been received;

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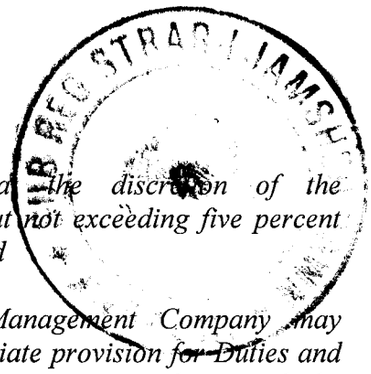

(b) Any Front-end Load at the discretion of the Management Company but not exceeding five percent of the Net Asset Value; and

(c) Such amount as the Management Company may consider to be an appropriate provision for Duties and Charges and other fee, if any, in accordance with the Rules;

Such sum may be adjusted upwards to the nearest Paisa.

The Offer Price so determined shall apply to purchase requests, complete in all respects, received at the Authorised Branch or office of the Distribution Company before the Cut-off time on the same Subscription Day that the Offer Price is calculated.

(51) Deletion of existing Clause 15.5 under heading DETERMINATION OF OFFER PRICE

The existing Clause 15.5 be and is hereby deleted

(52) Renumbering of existing Clause 15.6 under heading DETERMINATION OF OFFER PRICE

The existing Clause 15.6, be and is hereby renumbered as 16.5.

(53) Amendment of existing Clause 17.2 (now re-numbered as Clause 18.2) under the heading REDEMPTION OF UNITS

The entire text of the existing Clause 17.2, now re-numbered as Clause 18.2, be and is hereby replaced by the following text:

"Application for redemption of Units shall be made by completing the prescribed redemption form and submitting it at the Authorized Branch or office of the Distribution Company or Transfer Agent together with the Unit Certificate, if issued, during any Business Day. The Management Company may make arrangements to accept redemption requests through electronic, IVR (Interactive Voice Response) or other means. The Management Company may, if requested by such Unit Holder redeem any part of the Units comprised in a Certificate and re-issue a new Certificate for the remaining Units, provided however, in the case where Certificate is not issued any number of Units may be redeemed by the Holder thereof. At the discretion of the Management Company certificates charges shall apply for the re-issued certificate".

(54) Amendment of existing Clause 17.5 (now re-numbered as Clause 18.5) under heading REDEMPTION OF UNITS

The entire text of the existing Clause 17.5, now re-numbered as Clause 18.5, be and is hereby replaced by the following text:

"The amount payable on redemption shall be paid to the Holder or first named joint Holder or any other Joint Holder specified on the application for redemption of Units by dispatching a cheque/demand draft/pay order for the amount to the registered address of the Holder or other means, within six Business Days from the date of presentation of the duly completed redemption application, electronic or otherwise, at

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Authorized Signatory-I
Town Karachi

the Authorized Branch or office of the Distribution Company or Transfer Agent or directly through Holders personal on-line account. The Management Company may make arrangements for making redemption payments by transferring the redemption proceeds to the Holder's designated bankers or by debiting the Holder's credit or debit card. However, the Management Company may under special circumstances agree to pay the redemption amount to the Holder's authorized representative as stated in the prescribed application for redemption of Units."

(55) Amendment of existing Clause 17.8 (now re-numbered as Clause 18.8) under heading REDEMPTION OF UNITS

The entire text of the existing Clause 17.8, now re-numbered as Clause 18.8, be and is hereby replaced by the following text:

"The Distribution Company or Transfer Agent shall verify the particulars given in the application for redemption of Units. The signature of any Holder or joint Holder to any document required to be signed by him under or in connection with the application for redemption of Units may be verified by the Transfer Agent or otherwise authenticated to their reasonable satisfaction. Incase of submission of electronic on-line redemptions through ATM, the Holder's user ID and password will authenticate his identity."

(56) Addition of new Clause 18.9 under the heading REDEMPTION OF UNITS

After the existing Clause 17.8, now re-numbered as Clause 18.8, the following new Clause to be numbered as Clause 18.9, be and is hereby incorporated:

"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 if a joint request is received from the Holder and the pledgee or to any party marked through an order of a competent jurisdiction and on receipt of such indemnification as Management Company or Trustee may require."

(57) Amendment of existing Clause 18.2 (now re-numbered as Clause 19.2) under heading DETERMINATION OF REDEMPTION PRICE

The entire text of the existing Clause 18.2, now re-numbered as Clause 19.2, be and is hereby replaced by the following text:

"After the Initial Period the Redemption Price shall be equal to the Net Asset Value as of the close of Business Day on which the application for the redemption of Units has been received, less:

a. Any Back-end Load

b. Such amount as the Management Company may consider an appropriate provision for Duties and Charges;

Such sum may be adjusted downwards to the nearest Paisa.

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The Redemption Price so determined shall apply to redemption requests, complete in all respects, received at the Authorized Branch or office of the Distribution Company before the Cut-Off Time on the same Business Day that the Redemption Price is calculated."

(58) Addition of new Sub-Clause (f) to the existing Clause 19.1 (now re-numbered as Clause 20.1) under heading SUSPENSION OF ISSUE OR Redemption Of Units

After the existing Sub-Clause (e) of Clause 19.1 , now re-numbered as Clause 20.1, the following new Sub-Clause (f) to Clause 20.1, be and is hereby incorporated:

"If the Management Company is of the view that investment of inflow of substantial fund will be difficult, it may decline the application in full or in part for issue of Units at its discretion from investors."

(59) Addition of new Clause 26.9 under the heading AUDIT

After the existing Clause 25.8, now re-numbered as Clause 26.8, the following new Clause be and is hereby incorporated as Clause 26.9:

"The Management Company shall seek consent of the Unit Holders to place the quarterly and the half yearly accounts of the Fund on its web site in such manner as it may determine, subject to such approval, and any other requirement of SECP. Copies of the quarterly and half-yearly accounts shall not be transmitted to the Unit Holders by post. However, the Management Company shall provide to the Unit Holders hard copies of quarterly accounts, on demand, at their registered address, free of cost, within one week of such demand."

(60) Addition of new Clause 27.5 under the heading DETERMINATION OF DISTRIBUTABLE INCOME

After the existing 26.4, now re-numbered as Clause 27.4, the following new Clause 27.5, be and is hereby incorporated as follows:

The following charges shall be payable out of the Deposited Property.

(a) *remuneration of the management company;*

(b) *remuneration of the trustee or custodian as the case may be;*

(c) custodial charges, both local and international;

(d) *listing fee payable to the stock exchange(s) including renewals;*

(e) *charges and levies of stock exchange(s), national clearing and settlement company and central depositary company;*

(f) *rating fee payable to approved rating agency;*

(g) *auditors' remuneration and out of pocket expenses billed by them ;*

(h) *any fees payable to the Commission;*

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(i) formation cost not exceeding one percent of the pre-initial public offering capital;

(j) brokerage and transaction costs related to investing and disinvesting of the assets of the Unit Trust;

(k) expenses incurred by trustee in effecting registration of all registerable assets in the name of the trustee;

(l) legal and related costs incurred in protecting or enhancing the interests of the Unit Holders of the Unit Trust;

(m) bank charges and borrowing and financial costs;

(n) hedging costs including forward cover, forward purchase or option purchase costs;

(o) any printing costs and related expenses for issuing the collective investment scheme's quarterly, half yearly and annual reports etc.;

(p) taxes, fees, cess, duties and other charges applicable to the collective investment scheme on its income or its properties, including taxes, fees, cess, duties and other charges levied by foreign jurisdiction on investments outside Pakistan; and

(q) any other expense or charge as may be permitted by the Commission.

(61) Deletion of existing Clause 26.5 under heading DETERMINATION OF DISTRIBUTABLE INCOME

The existing Clause 26.5, be and is hereby deleted in entirety.

(62) Addition of new Clause 28.1 under heading DISTRIBUTION OF INCOME

The following new Clause, be and is hereby incorporated as Clause 28.1:

"The Management Company may decide to distribute, wholly or in part, the distributable income in the form of cash or stock dividends."

(63) Amendment of existing Clause 27.1 (now re-numbered as Clause 28.2) under heading DISTRIBUTION OF INCOME

The entire text of the existing Clause 27.1, now re-numbered as Clause 28.2, be and is hereby replaced by the following text:

"After determining the amount available for distribution in respect of any Accounting Period, the Management Company shall, in case of cash dividend, 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 purpose of this Deed be treated as part of the Deposited Property but shall be held by the Trustee upon trust to distribute the same as herein provided; however any profit/interest earned on these accounts

A.R

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

shall form part of the Deposited Property for the benefit of the Holders."

(64) Amendment of existing Clause 27.2 (now re-numbered as Clause 28.3) under heading DISTRIBUTION OF INCOME

The entire text of the existing Clause 27.2, now re-numbered as Clause 28.3, be and is hereby replaced by the following text:

> *After the fixation of the rate of distribution per Unit, distribution payments, in case of cash dividend, shall be made by warrant or by way of transfer of amount to the Holder's designated bank account by the Trustee or sent through the registered post or through such arrangement as the Management Company may consider appropriate to the registered address of such Holder, or in the case of joint Holders to the registered address of the joint Holder, first named on the Register. Provided that the Management Company may under special circumstances agree to pay the distribution amount to the Holder's authorized representative as stated in the prescribed application for issue of units. Every such warrant shall be made payable to the order of the person to whom it is delivered or sent and payment of the cheque or warrant (if purporting to be duly endorsed or subscribed) shall be in complete satisfaction of the moneys payable. When an authority in that behalf shall have been received in such form as the Management Company shall consider sufficient it shall arrange for payment of the amount distributable to the Holder to his banker and the receipt of such bankers shall be a good discharge thereof. In case the warrant is lost, defaced or time barred, the distribution payments, incase of cash dividend will take place through a cheque or through such arrangement as the Management Company may consider appropriate.*

(65) Amendment of existing Clause 27.3 (now re-numbered as Clause 28.4) under the heading DISTRIBUTION OF INCOME

The entire text of the existing Clause 27.3, now re-numbered as Clause 28.4, be and is hereby replaced by the following text:

> *"Before distributing income in the form of cash or stock dividends, 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 Holder the certificate in respect of such deductions* in the pres*cribed form or in a form approved or required by the concerned authorities."*

(66) Amendment of existing Clause 27.4 (now re-numbered as Clause 28.5) under the heading DISTRIBUTION OF INCOME

The entire text of the existing Clause 27.4, now re-numbered as Clause 28.5, be and is hereby replaced by the following text:

> *"Certain Unit Holders may authorize the Management Company to re-invest any cash distributions from the Fund into additional Units of the Fund. The Management Company, in such cases will not pay cash distribution but will issue such Units out of the relevant cash distribution payable to the pertinent Unit Holder, after any deductions as may be required by law in respect of any Zakat, income or other taxes, charges or assessments. Issue of account statement by the Registrar*

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Sub-Registrar-I
Jamshed Town, Karachi

showing an increase in Units shall be a good discharge of the obligation to pay the pertinent dividend. In such cases, the additional Units will be issued at Net Asset Value less any Duties and Charges."

(67) Addition of new Clause 28.6

After the existing Clause 27.4, now renumbered as 28.5, the following new Clause numbered as 28.6, be and hereby incorporated:

"The Management Company may decide to distribute, wholly or in part, the distributable income in the form of a stock dividend, which would comprise of Bonus Units of Unit Trust of Pakistan. The Bonus Units would rank pari passu as to their rights in the Net Assets, earnings, and the receipt of the dividends and distributions, with the existing Units of Unit Trust of Pakisan".

(68) Addition of new Clause 28.7

After the inclusion of the new Clause numbered as Clause 28.6, as mentioned in Item No.65 above, the following new Clause numbered as 28.7, be and hereby incorporated:

"In case of distribution in form of Bonus Units the Management Company may offer the Holders the option to receive the amount equivalent to their share of the annual distribution in cash. In such an event, the Management Company shall at the end of the financial year (or the relevant period in the event of an interim dividend) cause to redeem such number of units that equate value of the Bonus Units for the period. The Redemption Price shall be determined on the basis of the NAV at the distribution date after appropriation of the dividend but without any charge of sales load. The payment of the cash equivalent shall be made, net of taxes that the Management Company and/ or the Trustee is obliged to recover, by the way of transfer of amount to the Holder's designated bank account or to the Holder's registered address."

(69) Amendments of cross references in various Clauses:

The cross references in various Clauses be and are hereby amended as follows:–

(i) In existing Clause 1.29, now re-numbered as Claude 1.32 containing definition of *"Offer Price"*, number *"15"* be and is hereby replaced by number *"16"*.

(ii) In existing Clause 1.33, now renumbered as Clause 1.36, containing definition of *"Redemption Price"*, number *"18"* be and is hereby replaced by number *"19"*.

(iii) In existing Clause 15.3, now re-numbered as Clause 16.3, under the heading "*DETERMINATION OF OFFER PRICE"*, in the second line, number *"15.2"* be and is hereby replaced by number *"16.2"*.

(iv) In existing Clause 15.4, now re-numbered as Clause 16.4, under the heading "*DETERMINATION OF OFFER PRICE"*, in the second line, number *"15.2"* be and is hereby replaced by number *"16.2"*.

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R. No:

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Jamshed Town, Karachi

(v) In existing Clause 18.3, now re-numbered as Clause 19.3, under the heading "*DETERMINATION OF REDEMPTION PRICE*", in the second line, number *"18.2"* be and is hereby replaced by number *"19.2"*.

(vi) In existing Clause 18.4, now re-numbered as Clause 19.4, under the heading "*DETERMINATION OF REDEMPTION PRICE*", in the second line, number *"18.2"* be and is hereby replaced by number *"19.2"*.

(vii) In existing Clause 18.6, now re-numbered as Clause 19.6, under the heading "*DETERMINATION OF REDEMPTION PRICE*", in the second line, number *"18.2"* be and is hereby replaced by number *"19.2"*.

(viii) In existing Clause 26.2, now re-numbered as Clause 27.2, under the heading "*DETERMINATION OF DISTRIBUTABLE INCOME*", insub-clause 9b), numbers *"26.3, 26.4 and 26.5"*, be and are hereby replaced by numbers *"27.3, 27.4 and 27.5"* respectively.

(ix) In existing Clause 29.2, now re-numbered as Clause 30.2, under the heading "DISTRIBUTION OF LIQUIDATION PROCEEDS", in the fifth line, number *"29.1"* be and is hereby replaced by number *"30.1"*.

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

3. The Management Company and the Trustee hereby certify that in their opinion, the above modifications, alterations and additions to the Trust Deeds is required to record the change of name of the Management Company, change of addresses of the Management Company and the Trustee and to enable the provisions of the Trust Deed to be more conveniently and economically managed and that the same shall not prejudice the interests of the Unit Holders or any of them or operate to release the Trustee of the Management Company from any responsibility to the Unit Holders.

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

The Common Seal of JS Investments Limited (*formerly JS ABAMCO Limited and initially ABAMCO Limited*) has hereunto been fixed in the presence of:

R. No: 855
Sub-Registrar-I
Jamshed Town, Karachi

Seal

(1) SYED ASHER AHMED (C.O.O)
~~Director~~

(2)
~~Director~~ ATA UR RAHMAN (HEAD OF BPD)

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

Seal

(1)
~~Director~~ Kamran Ahmed Qazi
CFO & Company Secretary

(2)
~~Director~~ Trustee & Custodial Ops

Witnesses

Name: SHAHNAWAZ FAROOQUI

Occupation: BUSINESS EXECUTIVE

Address: C/O JS INVESTMENTS LTD

Name: M. KHURRAM.

Occupation: Service c/o. CDC.

Address: CDC House, 99-B,
Block 'B', SMCHS
Main Shahrah-e-Faisal
KARACHI.
42301-0576375-3

S. No. 3880.
Presented in the office of
Sub-Registrar Office-I,
Jamshed Town
on 30.10.2007
Between: Hrs. 1 to 2.

Sub-Registrar-I
Jamshed Town, Karachi
ANWAR ALI MEMON

Received Registration Fee as follows:
Registration fee: 100-
Micro Filming Fee: 195
Endorsement Fee: 5.
Search Fee:
Penalties u/s 25/34: 300
Postage Charges:

Sub-Registrar-I
Jamshed Town, Karachi
ANWAR ALI MEMON

Mr:Mrs:~~Miss~~: Syed Athar Ahmed
S/o ~~D/o W/o~~ Syed Asad Ahmed
Executing Party Business/Service
Muslim Adult Age: 38
R/o D.H.A. Karachi
Admits execution of this deed.
NIC NO: 35201-2679949-3

~~The Capacity As Shown in the P~~

Mr:Mrs:~~Miss~~: Ata-ur Rehman
S/o D/~~o W/o~~ Hamidur Rehman
Executing Party Business/Service
Muslim Adult Age: 25
R/o D.H.A. Karachi
Admits execution of this deed.
NIC NO: 35200-1411186 0-5

~~The Capacity as shown in the P~~

Mr:~~Mrs.~~Miss: Ramzan Ahmed Qazi
S/o D/~~o W/o~~ Qazi Hakeem Ahmed
Executing Party Business/Service
Muslim Adult Age: 39
R/o PC-CMS Karachi
Admits execution of this deed.
NIC NO: 42201-0522034-5

~~The Capacity As Shown in the P~~

Mr:~~Mrs:Miss~~: Aligum-Rehman
S/o D/~~o W/o~~ Abdul Kalam Azad
Executing Party Business/Service
Muslim Adult Age: 38
R/o Gulistan-e-Jauhar Karachi
Admits execution of this deed.
NIC NO: 42501-9253203-1

~~The Capacity as shown in the~~

Mr. Mohammad Tariq Qureshi
Advocate

States that he personally
knows the above executant
and identifies.
Date: 30-10-2007.

Sub-Registrar-I
Jamshed Town, Karachi
ANWAR ALI MEMON.

Registered No: 855
Book No. III
Date. 30-10-07

Sub-Registrar-I
Jamshed Town, Karachi
ANWAR ALI MEMON

SUB-REGISTRAR-I JAMSHED TOWN ★ KARACHI

Urgent Microfilming Fee
Rs. 400 Receipt No. 56
Date 31-10-07

Sub-Registrar-I
Jamshed Town, Karachi
ANWAR ALI MEMON

M.F Roll No:U 85024
4662
Photo-Registration Karachi
Date.... 06-11-2007

"Annexure A"

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
SPECIALIZED COMPANIES DIVISION
NBFC DEPARTMENT

No. NBFC-II/AD/UTP/ 803/2007 October 26, 2007

Mr. Assad Hameed Khan
Head of Business Development
JS Investments Limited (formerly JS ABAMCO Limited)
7th Floor, the Forum
Block-9, G-20, Khayaban-e-Jami
Clifton
Karachi

R. No: 8513
Sub-Registrar-I
Jamshed Town, Karachi

SUB-REGISTRAR

Subject: Supplemental Trust Deed of Unit Trust of Pakistan

Dear Sir,

I am directed to refer to your letter dated October 22, 2007 and to inform that the Securities and Exchange Commission of Pakistan has no objection to the amendments/changes proposed by JS Investments Limited in the second supplemental trust deed of Unit Trust of Pakistan ("Fund") subject to the following conditions:

1. The benchmark shall be disclosed in all the advertisements and the offering document of the Fund.
2. JS Investments shall give thirty days prior notice to all the unit holders regarding amendments in the trust deed.

Further, you are advised to submit the copy of registered second supplemental trust deed for our record.

Yours truly,

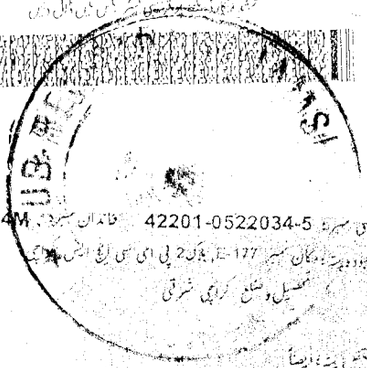
Omaimah Nazir

(Omaimah Nazir)
Assistant Director

حکومت پاکستان
قومی شناختی کارڈ
35200-1411860-5
نام: عطاء الرحمان
جنس: مرد
والد کا نام: عبد الرحمان
شناختی علامت: داہنی بائیں پر تل
تاریخ پیدائش: 01/05/1982
دستخط ہولڈر
دستخط رجسٹرار جنرل

شناختی نمبر: 35200-1411860-5 خاندان نمبر: D2772Z
موجودہ پتہ: مکان نمبر 618-2-X، گلی نمبر 20
محلہ نمبر III، سیکٹر ہاؤسنگ اتھارٹی لاہور، تحصیل لاہور کینٹ
ضلع لاہور
مستقل پتہ: مکان نمبر 618-2-X، گلی/محلہ 20
محلہ نمبر III، سیکٹر ہاؤسنگ اتھارٹی لاہور، تحصیل لاہور کینٹ
ضلع لاہور

تاریخ اجراء: 18/12/2004 تاریخ تنسیخ: 30/11/2012
گمشدہ کارڈ ملنے پر قریبی پوسٹ بکس میں ڈال دیں

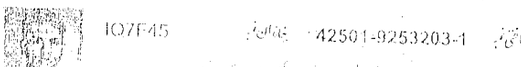


R. No: 855
Sub-Registrar-I
Jamshed Town, Karachi

حکومت پاکستان
قومی شناختی کارڈ
42201-0522034-5
نام: کامران احمد قاضی
جنس: مرد
والد کا نام: قاضی حلیم احمد
شناختی علامت: بائیں پر چوٹ کا نشان
تاریخ پیدائش: 19/07/1968
دستخط ہولڈر
دستخط رجسٹرار جنرل

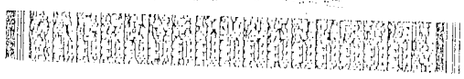
شناختی نمبر: 42201-0522034-5 خاندان نمبر: K5K84M
موجودہ پتہ: مکان نمبر E-177، بلاک 2 پی ای سی ایچ ایس
تحصیل و ضلع کراچی شرقی
مستقل پتہ: ایضاً

تاریخ اجراء: 04/07/2003 تاریخ تنسیخ: 30/06/2009
گمشدہ کارڈ ملنے پر قریبی پوسٹ بکس میں ڈال دیں



شناختی نمبر: 42501-9253203-1 خاندان نمبر: IO7F45
موجودہ پتہ: مکان نمبر A-222، گلی نمبر 2، بلاک 2، فیز 5
کراچی، تحصیل و ضلع ایسٹ
مستقل پتہ: ایضاً

تاریخ اجراء: 29/06/2002 تاریخ تنسیخ: 31/05/2009
مستقل پتہ پر رہائشی ہونے کا ثبوت

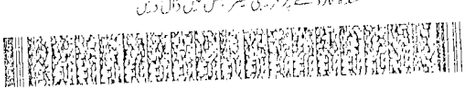


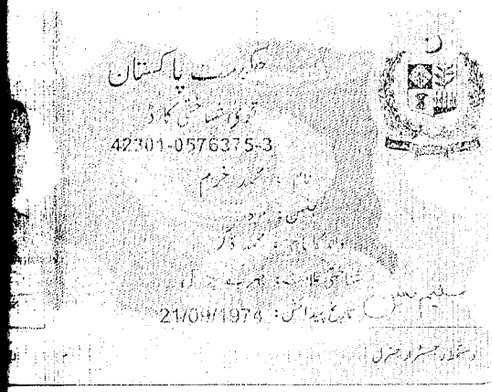
حکومت پاکستان
قومی شناختی کارڈ
42501-9253203-1
نام: [illegible]
جنس: مرد
والد کا نام: [illegible]
شناختی علامت: [illegible]
تاریخ پیدائش: 02/06/1969
دستخط ہولڈر

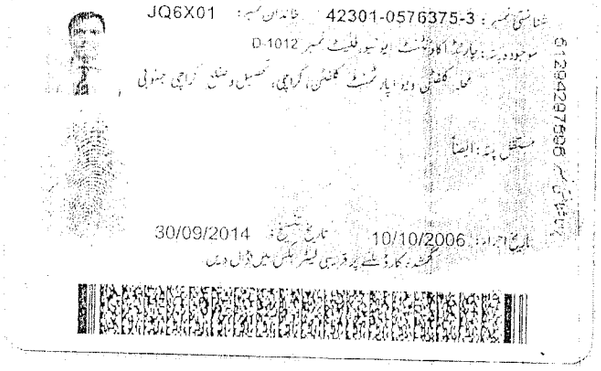
حکومت پاکستان
قومی شناختی کارڈ
35201-2677949-3
نام: سید اظہر احمد
جنس: مرد
والد کا نام: سید [illegible] احمد
شناختی علامت: داہنی بائیں پر تل
تاریخ پیدائش: 16/10/1969
دستخط ہولڈر
دستخط رجسٹرار جنرل

شناختی نمبر: 35201-2677949-3 خاندان نمبر: 1848GK
موجودہ پتہ: مکان نمبر 532، سٹریٹ 14، بلاک W، ڈیفنس، لاہور
تحصیل لاہور کینٹ، ضلع لاہور
مستقل پتہ: مکان نمبر A-129، گلی/محلہ 14، DHA-6، خیابان بخاری
ڈیفنس DHA-6، کراچی

تاریخ اجراء: 25/09/2006 تاریخ تنسیخ: 31/08/2020
گمشدہ کارڈ ملنے پر قریبی پوسٹ بکس میں ڈال دیں




حکومت پاکستان
قومی شناختی کارڈ
42301-0576375-3
نام: محمد خرم
سلیم
تاریخ پیدائش: 21/09/1974
دستخط ہولڈر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خاندان نمبر: JQ6X01
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محلہ گلشن ویو اپارٹمنٹ گلشن، کراچی، تحصیل وضلع کراچی جنوبی
مستقل پتہ: ایضاً
تاریخ اجراء: 10/10/2006
تاریخ تنسیخ: 30/09/2014
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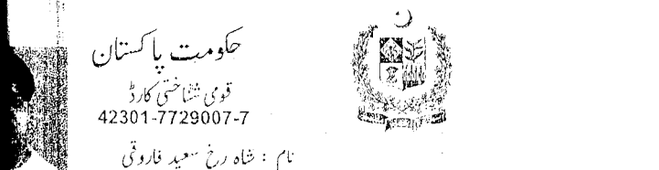
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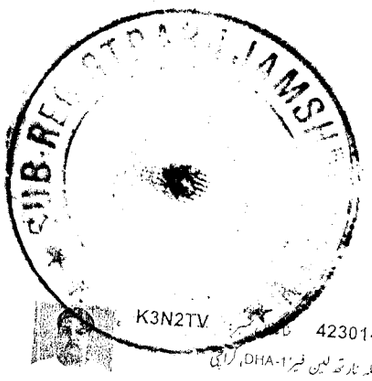
Sub
Jamshed


CNIC-REGISTRATION JAMSHED
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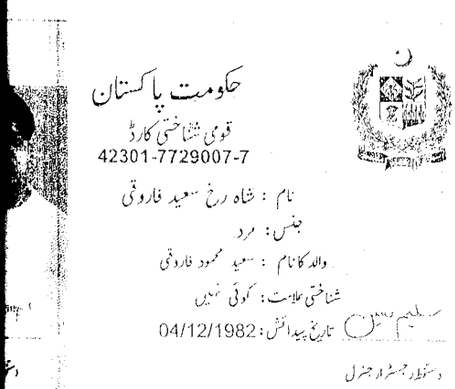
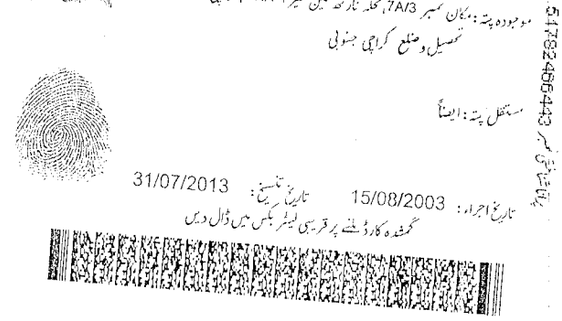
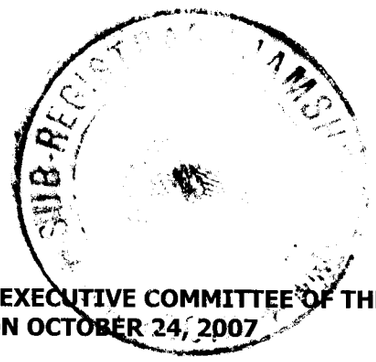

حکومت پاکستان
قومی شناختی کارڈ
42301-7729007-7
نام: شاہ رخ سعید فاروقی
جنس: مرد
والد کا نام: سعید محمود فاروقی
شناختی علامت: کوئی نہیں
سلیم
تاریخ پیدائش: 04/12/1982
دستخط ہولڈر


شناختی نمبر: 42301-7729007-7
موجودہ پتہ: مکان نمبر 7A/3، محلہ نارتھ لین فیز-1 DHA، کراچی
تحصیل وضلع کراچی جنوبی
مستقل پتہ: ایضاً
تاریخ اجراء: 15/08/2003
تاریخ تنسیخ: 31/07/2013
گمشدہ کارڈ ملنے پر قریبی لیٹر بکس میں ڈال دیں
5478246644

R No: 855

Sub-Regi...
Jamshed...



JS investments

JS Investments Limited
(Formerly JS ABAMCO Ltd.)
7th Floor, The Forum,
Block 9, Clifton,
Karachi, Pakistan.
www.jsil.com

UAN: (+92-21) 111-222-626
Fax: (+92-21) 536 1724

October 30, 2007

EXTRACT OF RESOLUTIONS PASSED BY THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF JS INVESTMENTS LIMITED ON OCTOBER 24, 2007

RESOLVED that JS Investments Limited be and is hereby authorized to make amendments in the trust deed of Unit Trust of Pakistan.

FURTHER RESOLVED that any two of the following officers of the Company namely Syed Ather Ahmed, Suleman Lalani and Ata-Ur Rahman be and are hereby authorized to jointly sign the Supplemental Trust Deeds and such other documents as may be required for and on behalf of JS Investments Limited.

FURTHER RESOLVED that the CEO and the Company Secretary be and are hereby authorized to affix Common Seal of the Company on the Supplemental Trust Deeds of the above mentioned funds.

Certified True Copy

Suleman Lalani
Company Secretary

KISTAN 200 RS.

TWO HUNDRED RUPEES

Abdul Latif Stamp Vendor
No. 214, G. Market, Plot No. 34/1,
No. 6, P.E.C.H.S. Karachi-29.
DATE 23 MAY 2007
WITH ADDRESS
WITH ADDRESS
ATTACHED
VENDOR'S SIGNATURE

855
R. No:
Sub-Registrar-I

SUB-POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT **Central Depository Company of Pakistan Limited**, a company incorporated under the Companies Ordinance, 1984 and registered with the Securities & Exchange Commission of Pakistan as a central depository company and having its Registered Office at CDC House, 99-B, Block 'B', S.M.C.H.S. Main Shahrah-e-Faisal Karachi, (hereinafter referred to as "the Company"), has appointed me, **MOHAMMAD HANIF JAKHURA** son of Mr. Dawood Usman Jakhura, the Chief Executive Officer of the Company as its true and lawful agent and attorney to act for the Company in all matters relating to conduct and management of business and affairs of the Company in terms of the General Power of Attorney dated December 31, 2002, pursuant to the Resolution passed by the Board of Directors in the 86th Meeting held on December 23, 2002, which General Power of Attorney has been duly registered in the office of the Sub-Registrar "T" Division, I-B Karachi, under Registered No. 42, Karachi dated December 31, 2002 (hereinafter referred to as "the General Power of Attorney").

AND THAT under the said General Power of Attorney, I am authorized to delegate all or any of my powers and authorizations to Sub-Attorney(s) under Sub-Power(s) of Attorney.

AND THAT due to my pre-occupation with other affairs of the Company, it is necessary for me to appoint a Sub-Attorney for conducting the affairs of the Trustee and Custodial Services Department of the Company **EITHER** jointly with one other legally constituted attorney or sub-attorney or an authorized officer of the

Company **OR** singly as stipulated hereafter and to issue a Sub-Power of Attorney in his favour.

R. No: 895
Sub-Registrar-I
Jamshed Town, K...

NOW THEREFORE BY THESE PRESENTS, I **Mohammad Hanif Jakhura** son of Mr. Dawood Usman Jakhura, holding NIC No. 42201-2279204-9, the Chief Executive Officer and a legally constituted Attorney of the Company, hereby constitute, ordain and appoint **Mr. Atiqur Rehman** son of Mr. Abul Kalam Azad, holding CNIC No. 42501-9253203-1, the Head of Trustee and Custodial Services Department of the Company, as Company's legally constituted Sub-Attorney (hereinafter referred to as "the Sub-Attorney") to do, effectuate and fulfill all or any of the following acts, things and deeds, **EITHER jointly with one other legally constituted attorney or sub-attorney or an officer of the Company OR singly as specified:** —

I. TO ACT JOINTLY WITH ANOTHER LEGALLY CONSTITUTED ATTORNEY OR SUB-ATTORNEY OR AN AUTHORIZED OFFICER OF THE COMPANY:

1. To execute trust deeds, supplemental trust deeds, deeds of change of trustees in respect of open-ended, closed-end and pension funds for which the Company is appointed as trustee (collectively "the Funds") and to get the same registered with the Sub-Registrar and to appear before the Sub-Registrars and execute and admit the execution thereof and to fulfill all legal and procedural formalities in connection therewith.

2. To appoint custodians and sub-custodians in respect of shares and securities of the Funds and to execute custodian agreements, sub-custodial agreements and other such related agreements by whatever name called.

3. To deliver and accept deliveries of shares and securities on account of the Funds, to and from stock brokers, banks, financial institutions, counter parties, custodians, sub-custodians, etc.

4. To draw and sign cheques and other orders for the payment of money on any banks or bankers or any Government Treasury or any other Government establishment, department, offices, in the Company's capacity as trustee of the Funds and custodians of securities of other parties, as may be necessary and to also operate bank accounts of the Funds.

5. To represent the Company in all matters as a trustee and/or custodian and to act for the Company in all respects in that capacity.

6. To institute, conduct, defend any suits or legal proceedings, whether criminal or civil, by or against the Company or its officers or otherwise in relation to its capacity as trustee of the Funds and concerning any affairs of any Fund or Funds, in any Court or Tribunal or before any Government official; to file appeals, review and revision and other applications and petitions, and in connection therewith, to retain and employ such attorneys, solicitors, advocates, notaries, counsel or other professional aid or assistance as to the Sub-Attorney shall seem fit; and, for that purpose, to sign on the Company's behalf all such authorities and documents as may from time to time be needed or expedient and to sign and verify any pleadings, documents, deeds or any applications and to affirm affidavits and for such purpose to appear before the courts, judges, magistrates or other officers wherever necessary.

R. No: 855
Sub-Registrar-I
Jamshed Town

II. TO ACT SINGLY:

1. To manage, superintend and deal with all the affairs of the Company's Trustee and Custodial Service Department and to represent the Company to the investment advisers, asset management companies and pension fund managers, stock brokers, banks, financial institutions, investors, unit holders, certificate holders, distribution companies, investment facilitators, issuers, stock exchanges and other concerned persons and entities having dealings with the Company in its capacity as trustee of the Funds.

2. To attend and vote and represent the Funds at meetings of the shareholders of any company or corporation, and to act as proxy or appoint a proxy on the Company's behalf as trustee of the Funds and to sign and deliver proxy forms, authorizations and other mandates in favour of asset management companies, investment advisory companies, pension fund managers, etc. for whose Funds the Company is appointed as trustee.

To accept on the Company's behalf service of processes and any notices required to be served on the Company as trustee of the Funds and to acknowledge receipt thereof.

I HEREBY UNDERTAKE TO RATIFY AND CONFIRM that all the acts, things and deeds done by the Sub-Attorney, **jointly** with one other legally constituted attorney or sub-attorney or an authorized officer of the Company as mentioned in Clauses I.1 to I.6 above, or **singly** as mentioned in Clauses II.1 to II.3 above, by virtue of these presents shall be considered as acts, things and deeds done by the Company i.e. Central Depository Company of Pakistan Limited in its capacity as custodian and as trustee of the Funds.

R. No: 855

Sub-Registrar-I
Jamshed Town, Karachi

Atiqur Rehman

IN WITNESS WHEREOF, I have executed this Sub-Power of Attorney on 29th day of May 2007, before the Witnesses mentioned below.

EXECUTANT:
MOHAMMAD HANIF JAKHURA

WITNESSES:

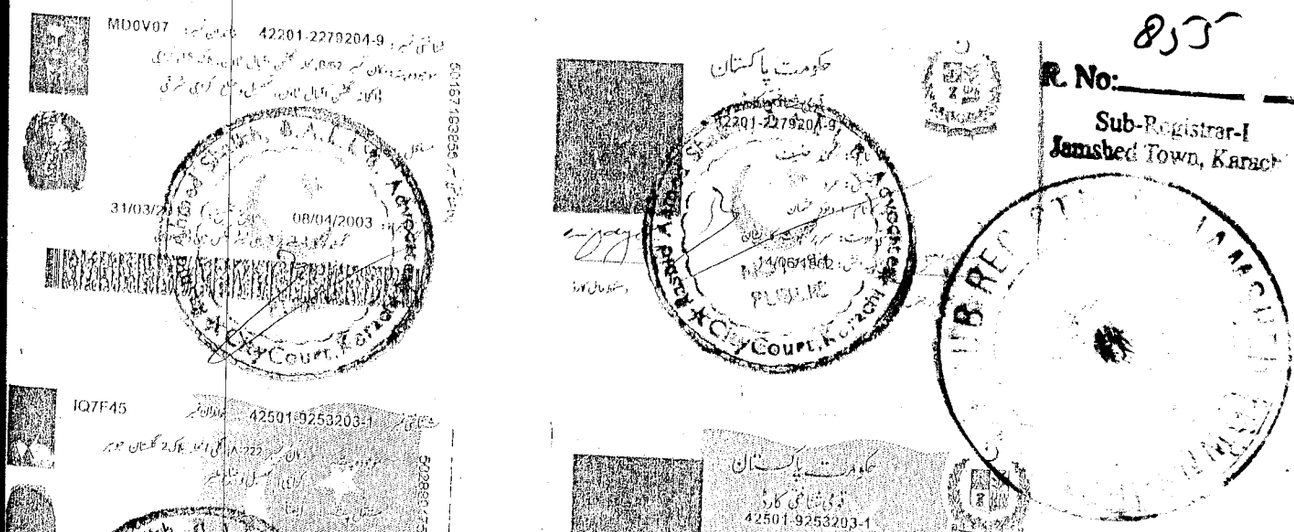
1. _____
Kamran Ahmed Qazi
NIC #: 42201-0522034-5

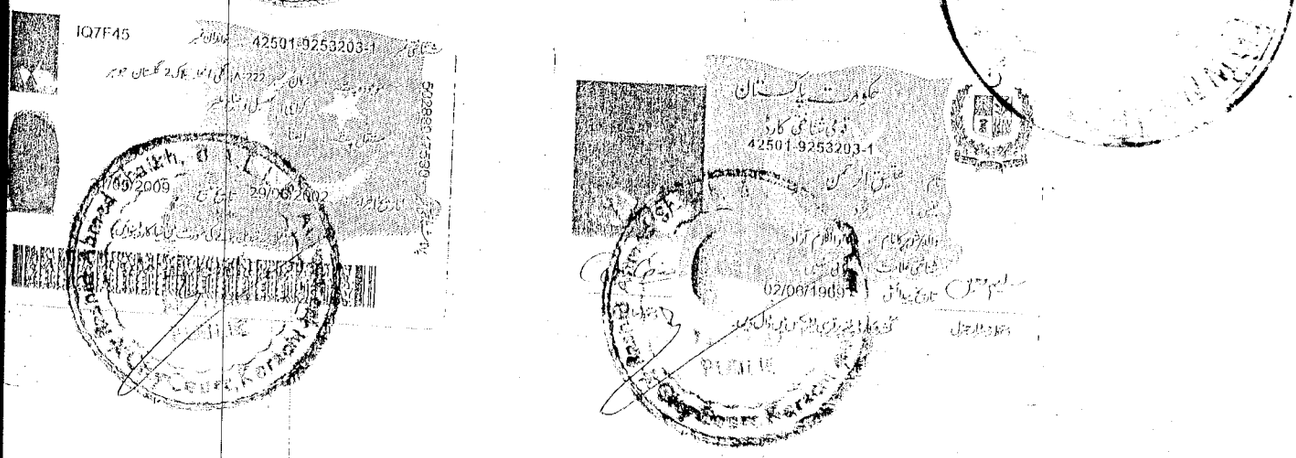
2. _____
Muhammad Khurram
NIC #: 42301-0576375-3

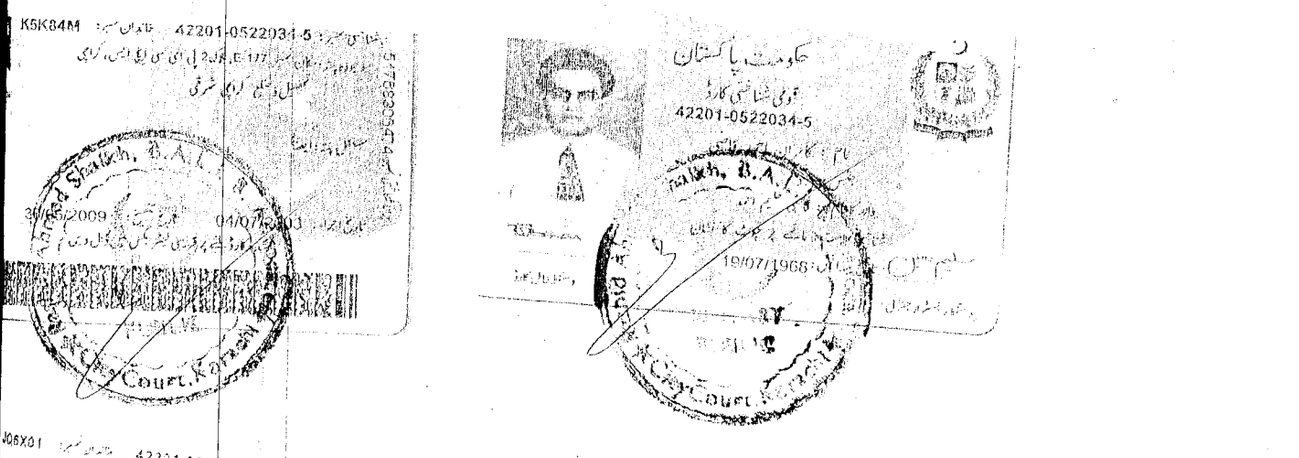
Rashid Ahmed Shaikh, B.A.LL.B. Advocate PUBLIC City Court, Karachi

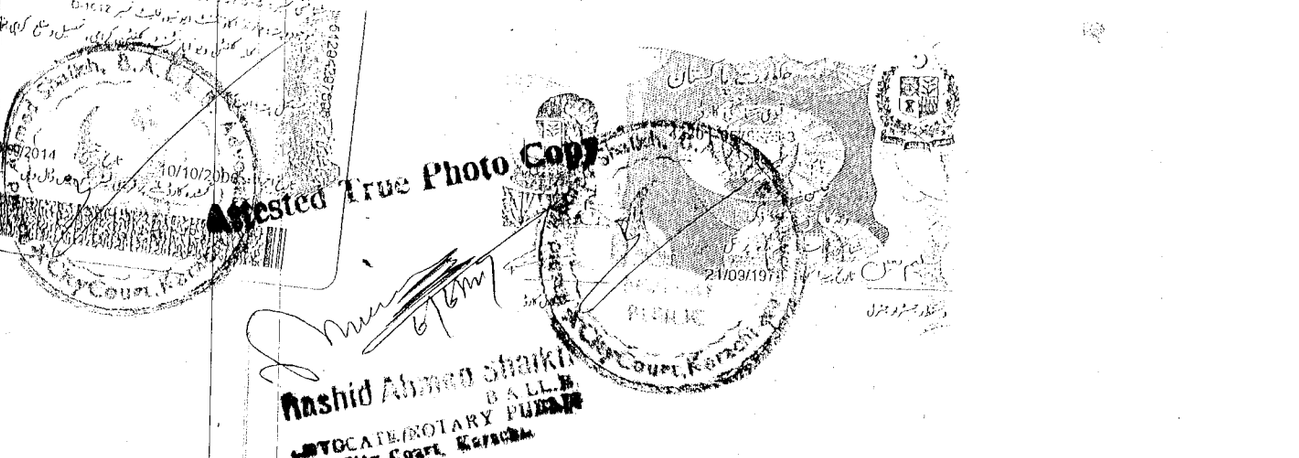
ATTESTED

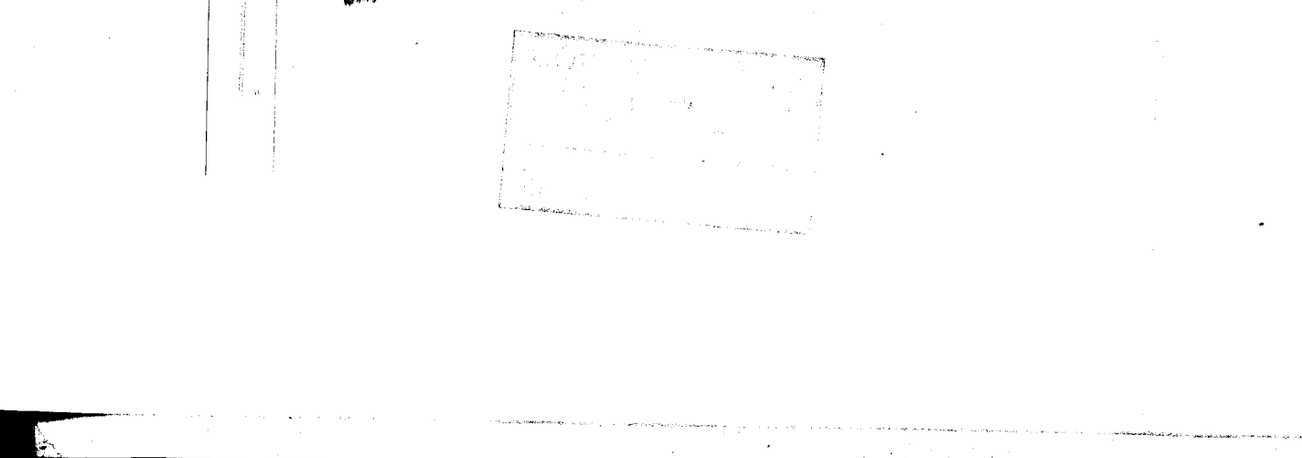
Rashid Ahmed Shaikh
B.A.LL.B
ADVOCATE/NOTARY PUBLIC
City Court, Karachi











Attested True Photo Copy

Rashid Ahmed Shaikh
B.A.LL.B.
ADVOCATE/NOTARY PUBLIC
City Court, Karachi

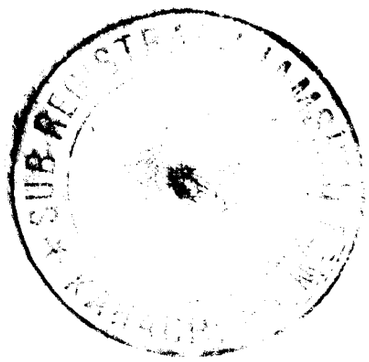
R. No: 8537

Sub-Registrar-I
Jamshed Town, Karachi

25 OCT 2005

R. No: 853

Sub-Registrar-I
Jamshed Town, Karachi



596

PAKISTAN

R. No: 855

Sub-Registrar I-B Registered Vide No. 42
Jamshed Town, Karachi Dated 31-12-02

TWO HUNDRED RUPEES

27 MAY 2003

SUB-POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT **Central Depository Company of Pakistan Limited**, a company incorporated under the Companies Ordinance, 1984 and registered with the Securities & Exchange Commission of Pakistan, as a central depository company and having its Registered Office at 8th Floor, Karachi Stock Exchange Building, Stock Exchange Road, Karachi (hereinafter referred to as "the Company"), has appointed me, **MOHAMMAD HANIF JAKHURA** son of Mr. Dawood Usman Jakhura, the Chief Executive Officer of the Company as its true and lawful agent and attorney to act for the Company in all matters relating to conduct and management of business and affairs of the Company in terms of the General Power of Attorney dated December 31, 2002, pursuant to the Resolution passed by the Board of Directors in the 86th Meeting held on December 23, 2002, which General Power of Attorney has been duly registered in the office of the Sub-Registrar "T" Division, I-B Karachi, under Registered No. 42, Karachi, dated December 31, 2002. (hereinafter referred to as "the General Power of Attorney").

AND THAT under the said General Power of Attorney, I am authorized to delegate all or any of my powers and authorities to Sub-Attorney(s) under Sub-Power(s) of Attorney.

AND THAT since I am required to travel out of Karachi from time to time in connection with the business of the Company or due to other business commitment, it is necessary for me to appoint Sub-Attorney(s) and to issue Sub-Power(s) of Attorney in favour of the Company's designated officer(s) to enable them to act on behalf of the Company from time to time.

R No: 855

Sub-Registrar-I
Jamshed Town, K[illegible]

NOW THEREFORE, BY THESE PRESENTS, I **Mohammad Hanif Jakhura**, son of Dawood Usman, holding NIC No.42201-2279204-[illegible], the Chief Executive Officer and a legally constituted Attorney of the Company, hereby constitute, ordain and appoint **Mr. Kamran Ahmed Qazi** son of Qazi Haleem Ahmed, holding NIC No. 42201-0522034-5, the Head of Finance & Company Secretary of the Company, as Company's legally constituted Sub-Attorney (hereinafter referred to as "the Sub-Attorney") to do, effectuate and fulfill all or any of the following acts, things and deeds: —

1. To execute all agreements, contracts and other instruments entered into by the Company with any issuers, participants, account holders, investor account holders, eligible pledgees and other persons dealing with the Company, as a central depository, including any stock exchanges and members of stock exchange, National Clearing Company of Pakistan Limited and its clearing members, and related settling banks, to the extent required.

2. To make and sign applications to Government, Federal, Provincial or City/local and semi-Government departments, agencies and bodies or any other persons or companies or corporations or competent authorities and to appear and represent the Company before the same for obtaining of all licences, certificates, permissions, no-objections or consents required under any Act, Ordinance, Order, statutory instrument, by-law, administrative directive/instruction/order or contracts or agreements or arrangements or may otherwise be required in connection with the operations and business or businesses and any transactions of the Company and/or matters related therewith.

3. To enter into any arrangements or agreements and contracts with any Government, Federal, Provincial or City/local departments or authorities or other person or companies or corporations and to appear and represent the Company before the same and to obtain and acquire from the same any rights, entitlements, powers, authorities, privileges, licenses or concessions and to carry out, exercise or comply with the requirements incidental or related to the same.

4. To draw and sign cheques and other orders for the payment of money on any banks or bankers or any Government Treasury or any other Government establishment, department, officer, any other persons, companies or corporations upon whom, in the usual course of business of the Company as a central depository, it may be necessary or expedient to draw and sign cheques or orders for payment of money and also to designate and authorise signatories of bank accounts in respect of same.

R. No: 893

Sub-Registrar Jamshed Town, Jamshedpur W. Bn. [illegible]

5. To enter into, sign, seal, deliver and execute all deeds, instruments, documents, contracts and writings whatever and of whatever nature which the Sub-Attorney may think necessary expedient or desirable or which requires to be executed by the Company and in particular but without prejudice to the generality of the foregoing all bonds, deeds and undertakings to be entered into by the Company as surety for any person, firm or company and also all transfers, assurances, mortgages, charges, leases, underleases, tenancy agreements, options, licences, renewals of licences, releases and surrenders TO MAKE, SIGN AND EXECUTE all applications, declarations or submissions and to execute and swear all affidavits which may be proper, requisite or necessary for the purposes of effecting or completing any such transfer, assurance, mortgage, charge, lease, underlease, tenancy agreement, option, licence, renewal of licence, release or surrender and all supporting and ancillary forms, writings and documents AND TO APPEAR before any Inspector General of Registration or District Registrar or Sub-Registrar of Assurances or other officer or authority having jurisdiction in that behalf and before him or them to present for registration, acknowledge and admit execution of and register all such deeds, instruments, documents and writings as may be made, entered into, signed, sealed, delivered or executed by the Company or by the Attorney on behalf of the Company in the performance of the powers and authorities herein contained or which the Company has the right or is required to present for registration and register in accordance with the provisions of the Registration Act 1908 or any statutory modification or re-enactment thereof or rule or regulation made thereunder and for the time being in force TO PAY all proper fees, duties and charges which may be incurred in the performance and execution of the powers and authorities herein before contained.

6. To insure all or any risks of properties belonging to and/or under the control of or custody of the Company and from time to time to procure insurance coverage against, including but not restricted to, risk management of the business or all or any of the businesses and operations of the Company to such extent and in such manner and on such terms and conditions and with such insurance company or companies as the Sub-Attorney may think proper.

7. To attend and vote and represent the Company at any meeting of the shareholders of any company or corporation, and to act as proxy or appoint a proxy on the Company's behalf upon any shares or other securities held or owned by the Company, or in which the Company may have any interest.

8. Subject to the decision of the Board of Directors of the

R.No: 850

Sub-Registrar-I
Jamshed Town, Karachi

Company, to call for and demand adjustment accounts now pending or outstanding, or which may hereafter become pending between the Company and any other person or persons whomsoever or in which the Company may be in any way concerned or interested and to pay or receive the balance of balances which may appear to be due on any account, as the case may require.

9. To represent the Company in all matters as a trustee and/or custodian and to act for the Company in all respects in that capacity.

10. To institute, conduct, defend any suits or legal proceedings, whether criminal or civil, by or against the Company or its officers or otherwise concerning its affairs, in any Court or Tribunal or before any Government official and Authority; to file appeals, review and revision and other applications and petitions, and in connection therewith, to retain and employ such attorneys, solicitors, advocates, notaries, counsel or other professional aid or assistance as to the Sub-Attorney shall seem necessary and fit; and, for that purpose, to sign on the Company's behalf all such authorities and documents as may from time to time be needed or expedient and to sign and verify any pleadings, documents, deeds or any applications and to affirm affidavits and for such purpose to appear before the courts, judges, magistrates or other officers wherever necessary.

11. To execute, sign, verify, attest, swear and affirm any pleadings, including plaint, written statement, affidavit, rejoinde , application, Vakalatnama and any other documents which may be necessary and proper and to prefer any appeal/revision and review in the High Court or Supreme Court and to represent the Company before any tribunal, authority/officer for the aforesaid purposes on the Company's behalf.

12. To sign and file all requisite returns and other forms and statements required to be filed under the Income-tax and/or under any other tax laws (including rules made thereunder), to attend to and procure assessments, to file appeals thereagainst, and to engage tax consultants, tax practitioners and other experts in that connection.

13. To sign and file all returns, other forms and statements as may be required to be filed by the Company under any labour or human resources related laws and rules made thereunder.

14. To accept on the Company's behalf service of processes and any notices required to be served on the Company and to acknowledge receipt thereof.

R. No: 855
Sub-Registrar-I
Jamshed Town, Karachi

15. To concur in doing any of the acts and things herein mentioned in conjunction with any other person or persons interested in the premises.

16. To do, perform, execute and transact all other acts, matters and things whatsoever, which the Sub-Attorney may consider necessary or expedient in relation to the premises and in the conduct and management of the affairs of the Company notwithstanding that no special power has been conferred on the Sub-Attorney under this Sub-Power of Attorney in respect thereof.

17. And it is hereby declared that the word "person" throughout these presents shall (unless the context shall require a contrary construction) be deemed to include, and shall include any number of persons, and also any foreign government and any firm, corporation, company, association or body politic, municipal, commercial or any other kind whatsoever.

18. I HEREBY UNDERTAKE TO RATIFY AND CONFIRM that all the acts, things and deeds done by the Sub-Attorney by virtue of these presents shall be considered as acts, things and deeds done by the Company i.e. Central Depository Company of Pakistan Limited.

The Specimen Signature of Sub-Attorney is as follows:

Kamran Ahmed Qazi

IN WITNESS WHEREOF, I have executed this Sub-Power of Attorney on 25th day of October 2005, before the Witnesses mentioned below.

EXECUTANT:
MOHAMMAD HANIF JAKHURA

WITNESSES:

1. Rasool Hooda
NIC #: 42101-1741252-1

2. Muhammad Khurram
NIC #: 42301-0576375-3

855

R. No:

Sub-Registrar
Jamshed Town

Serial No. 4621

Presented at the Office of the
Sub-Registrar T. Div. I-A
between the hours of 12 1 p.m. p.m.
on the 25 OCT 2005 200

Sub-Registrar T. Div. I-A
S. A. Narejo

RECEIVED FEES AS FOLLOWS

Registration Fee
Copying Fee 23 Pages @ 2/5 — 60
Endorsement Fee 2005 — 00
Postage-Charges
Total Rs. 460 — 00

Urgent Microfilming Fees Rs. 400/-
Recovered Vid Receipt No. 26
Dated 25-10-2005

Sub-Registrar T. Div. I-A
Karachi
S. A. Narejo

Sub-Registrar T. Div. I-A
Karachi
S. A. Narejo

Mr./Mrs./Miss Yusuf Ahmed Hanif Takhan
S/o/W/o/D/o Dawood Usmani
Muslim Adults Age 43 Chief Executive
R/o B62/15 Gulshan e Iqbal
Karachi Executing Party/Admits Execution of this deed

In the Capacity is shown in the deed

In my presence

Yusuf Ahmed Hanif Dawood
Aged about 43 years

States that he personally
knows the executant
and identifies him

dated 25 OCT 2005

Sub-Registrar T. Div. I-A
Karachi
S. A. Narejo

Registration at No. 596
Book No. IV

Sub-Registrar T. P. Div. I-A
Karachi
Dated 25-10-2005

S. A. Naqvi

857
R. No:

Sub-Registrar-I
Jamshed Town, Karachi

M.F. Roll No: U 105256
2997
Photo-Registrar, Karachi
Date: 25-11-2005

MD0V07

42201-2279204-9

31/03/2013

04/04/2003

42201-2279204-9

14/03/1962

R. No:

Sub-Registrar-I
Jamshed Town, Karachi

Registrar E. Div.

IC01K04M

42201-0522034-5

30/06/2009

04/07/2003

42201-0522034-5

10/07/1980

LW2R64

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20/02/2015

14/03/2002

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16/02/1965

N05179

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31/03/2015

02/04/2004

42301-0570375-3

21/09/1974