

**FIFTH SUPPLEMENTAL TRUST DEED OF
ATLAS STOCK MARKET FUND**

This Fifth Supplemental Trust Deed is made and entered into at Karachi, on this ____ day of _____, 2009 by and between:

Atlas Asset Management Limited, a company incorporated under the Companies Ordinance, 1984, with its registered office at Ground Floor, Federation House, Shabrae Firdousi, Clifton, Karachi 75600, (hereinafter called “the Management Company”, which expression, where the context so permit shall include its successor-in-interest and assigns) of the one part;

And

Central Depository Company of Pakistan Limited (CDC), an unlisted public 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, and registered to act as central depository company under Rule 4(3) of the Central Depository Companies (Establishment & Regulation) Rules, 1996, (hereinafter called “CDC”, 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 May 29, 2004 to constitute Atlas Stock Market Fund, which Trust Deed was registered with the Sub-Registrar “T” Division I-B Karachi, under Registered No. 354 of Book No. XV, M.F Roll No. U 39150/1880 dated 21/06/2004 of Photo Registrar Karachi and was amended by supplemental trust deeds dated June 21, 2005, July 24, 2006, October 29, 2007 and March 06, 2008.
2. The Management Company and the Trustee have mutually agreed to amend certain clauses of the Trust Deed as authorized under Clause 32(i) of the Trust Deed dated May 29, 2004; and

3. The Securities and Exchange Commission of Pakistan (hereinafter called the “SECP”) has approved the amendments to the Trust Deed effectuated between the Management Company and the Trustee vide its letter No. [] dated [] appended hereto as Annexure [“ ”].

Now this Fifth Supplemental Trust Deed for Amendment of Trust Deed of Atlas Stock Market Fund witnesseth as under:

(1) Amendment in Clause 2 – Declaration of Trust

In the first Para of Clause 2, a new sentence “The open end trust will be an equity scheme.” shall be added after the end of the first sentence.

For the sake of clarity, it is stated that after the said amendment, the first Para of Clause 2 is read as under:

Amended Clause 2:

It is hereby declared unequivocally that an open-end trust in the name and title of Atlas Stock Market Fund is hereby created and the Management Company is hereby appointed to establish, manage, operate and administer the said open-ended trust and the Trustee is hereby nominated, constituted and appointed as the trustee of the open-ended trust. The open end trust shall be an equity scheme. The Management Company and the Trustee hereby agree to such appointment and further declare that:

(2) Amendment in sub-clause 3(vi) – Definition “Authorized Branch”

In sub-clause 3(vi), the words “and updated from time to time on the website of Atlas Asset Management Limited, under intimation to the Trustee” shall be added at the end of the clause.

For the sake of clarity, it is stated that after the said amendment, sub-clause 3(vi) is read as under:

Amended sub-clause 3(vi):

“Authorized Branch” means those branches of the Distributors whose addresses have been given in the Offering Document and updated from time to time on the website of Atlas Asset Management Limited, under intimation to the Trustee.

(3) Amendment in sub-clause 3(vii) – Definition “Authorized Investment”

The definition given for ‘Authorized Investment’ in sub-clause 3(vii) shall be deleted and replaced with the definition as under:

Amended sub-clause 3(vii):

- i. “Authorized Investment” means Pakistan origin investments transacted, issued, traded or listed inside or outside Pakistan and includes any of the following:
- (a) Current and saving deposits with Banks, excluding TDR;
 - (b) Shares/Stocks of listed companies;
 - (c) Treasury Bills not exceeding 90 days maturity;
 - (d) Investment in any equity security not listed on the Stock Exchange, where application for listing has been accepted by the stock exchange;
 - (e) Investments outside Pakistan, including international listed securities and foreign currency bank deposits (excluding TDR), subject to such conditions as imposed by SECP and with prior approval of SECP and SBP.

(4) Amendment in sub-clause 3(viii) – Definition “Back –End Load

The definition given for ‘Back-end Load’ in sub-clause 3(viii) shall be deleted and replaced with the definition as under:

Amended sub-clause 3(viii):

“Back-end Load” means Load not exceeding five (5) percent of the Net Asset Value deducted by the Management Company from the Net Asset Value in determining the Redemption Price; provided however that different levels of Back-end Load may be applied to different classes of units, as may be determined by the Management Company and shall be disclosed in the Offering Document of the Fund. The amount of Back end Load shall form part of Deposited Property.

(5) Deletion of sub-clause 3(xii) – Definition “Carry Over Transactions (COT)”

The sub-clause 3(xii) under Clause 3 shall be deleted

For the sake of clarity, the deleted sub-clause 3(xii) is as under:

Deleted sub-clause 3(xii):

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

(6) Amendment in sub-clause 3(xiii)(a) – Definition “Collection Account”

In sub-clause 3(xiii)(a), the word “temporary” after the words “Collection Account(s) means such” shall be deleted and the words “with investment grade Bank(s)” shall be added after the word “account(s)”.

Further, the word “temporarily” shall be added after the words “Administrative Plans are” in the second line of the sub-clause.

For the sake of clarity, it is stated that after the said amendment, sub-clause 3(xiii)(a) is read as under:

Amended sub-clause 3(xiii)(a):

“Collection Accounts” mean such account(s) with investment grade Bank(s), being maintained by the Trustee, where the amounts received for investment through Administrative Plans are temporarily deposited prior to the amount being transferred to the respective Funds accounts in proportion to the Units being allocated in both and the accounts where the redemption proceeds from the funds are transferred prior to the payment of the redemption proceeds to the Unit Holders.

(7) Amendment in sub-clause 3(xv) – Definition “Connected Person”

The definition given for ‘Connected Person’ in sub-clause 3(xv) shall be deleted and replaced with the definition as under:

Amended sub-clause (xv):

“Connected Person” shall have the same meaning as in the Rules.
(It is stated by way of explanation that for the time being, “connected person” in relation to a NBFC means:

- (a) any person or trust beneficially owning, directly or indirectly, ten percent or more of capital of the NBFC or the collective investment scheme;

- (b) any person able to exercise, directly or indirectly, ten percent or more of the total voting power in that NBFC or the collective investment scheme;
- (c) a collective investment scheme being managed by an NBFC;
- (d) the NBFC managing a collective investment scheme;
- (e) a trustee or custodian of the collective investment scheme;
- (f) any person or trust controlled by a person who or which meets the descriptions given in sub-clause (a) to (e);
- (g) any member of the group of which that person, or trust forms part; or
- (h) any director or officer of that NBFC or the investment company being managed by that NBFC or of any of their connected persons as specified in sub-clauses (a) to (g);

(8) Amendment in sub-clause 3(xvi) – Definition “Constitutive Document”

The definition given for ‘Constitutive Document’ in sub-clause 3(xvi) shall be deleted and replaced with the definition as under:

Amended sub-clause 3(xvi):

“Constitutive Document” means the Trust Deed, Offering Document and other principal documents governing the formation of the Fund, including all related material agreements;

(9) Deletion of sub-clause 3 (xvii) – Definition “Contingent Load”

The sub-clause (xvii) under Clause 3 shall be deleted.

For the sake of clarity, the deleted sub-clause 3(xvii) is as under:

Deleted sub-clause 3 (xvii):

“Contingent Load” means Sales Load payable on redemption of Units within a certain number of years from the date of purchase and/ or at a rate declining for every year or period Units are held.

(10) Amendment in sub-clause 3(xxi) – Definition “Deposited Property”

In sub-clause 3(xxi), the words “except any profit earned on the Distribution Account,” shall be added after the words “amount standing to the credit of the Distribution Account”.

For the sake of clarity, it is stated that after the said amendment, sub-clause 3(xxi) is read as under:

Amended sub-clause 3(xxi):

“Deposited Property” means the aggregate proceeds of the sale of all Units at Offer Price after deducting there from or providing there against any applicable Sales Load, Duties and Charges and includes the Investment and all income, profit and other benefits arising there from and all cash and other assets movable or immovable and property of every description for the time being held or deemed to be held upon trust by the Trustee for the benefit of the Unit Holders pursuant to the Trust Deed but does not include any amount standing to the credit of the Distribution Account except any profit earned on the Distribution Account.

(11) Amendment in sub-clause 3(xxv)(d) – Definition “Distribution Functions”

In point (d) under sub-clause 3(xxv), the word “Trustee” after the words “Accounting to the” shall be deleted and replaced with the words “Management Company”.

Further, the word “monies” in point (d)(i) shall be deleted and replaced with the words “payment instrument” and the words “payments made” in point (d)(ii) shall be deleted and replaced with “payment instrument delivered”.

For the sake of clarity, it is stated that after the said amendment, sub-clause 3(xxv)(d) is read as under:

Amended sub-clause 3(xxv)(d):

Accounting to the Management Company for (i) payment instrument received from the applicants for issuance of Units; (ii) payment instrument delivered to the Holders on redemption of Units; and (iii) expenses incurred in relation to the Distribution Function.

(12) Amendment in sub-clause 3(xxix) – Definition “Front-end Load”

The definition given for ‘Front-end Load’ in sub-clause 3(xxix) shall be deleted and replaced with the definition as under:

Amended sub-clause 3(xxix)

“Front-end Load” means the Load not exceeding five percent (5%) of the NAV which may be included in the Offer Price of certain class of Units. In this Deed, wherever the word ‘Sales Load’ is used, it will be construed to mean the Front-end Load which is included in the Offer Price of Units.

(13) Addition of sub-clause 3(xlvi) (a) – Definition “Regulations”

After sub-clause 3(xlvi), a new sub-clause (xlvi) (a) shall be added as under:

Additional sub-clause 3(xlvi)(a):

“Regulations” means the Non-Banking Finance Companies and Notified Entities Regulations, 2008, as amended from time to time; (In this Deed, where reference is made to Rules, it shall be construed that it also refers to Regulations);

(14) Deletion of sub-clause 3(xlvii) – Definition “Sales Load”

The sub-clause (xlvii) under Clause 3 shall be deleted.

For the sake of clarity, the deleted sub-clause 3(xlvii) is as under:

Deleted sub-clause 3(xlvii):

“Sales Load” means the sales and processing charge or commission (excluding Duties and Charges) not exceeding five percent (5%) of the Offering Price which may be included in the Offer Price of certain class of Units or deducted from the Redemption Price of certain class of Units.

(15) Amendment in sub-clause 4(i) – Deposited Property

In sub-clause 4(i), the word “Sales”, wherever used, shall be deleted and replaced with the words “Front-end”.

For the sake of clarity, it is stated that after the said amendment, sub-clause 4(i) is read as under:

Amended sub-clause 4(i):

The aggregate proceeds of all Units issued from time to time after deducting Duties and Charges and after deducting there from or providing there against any applicable Front-end Load shall constitute part of the Deposited Property and the Distribution Company shall remit such proceeds and unless exempted under this Deed or applicable law, the Front-end Load and Duties and Charges to the Trustee in accordance with the instructions given by the Management Company from time to time.

(16) Addition of new sub-clause 4(viii) – Deposited Property

A new sub-clause 4(viii) shall be added after sub-clause 4(vii) as under:

Additional sub-clause 4(viii):

The profit earned on the funds in dividend account shall form part of the Deposited Property.

(17) Deletion of sub-clause(s) 5(v), (x), (xi) and (xiii) – Duties and Powers of Trustee

The sub-clause(s) 5(v), (x), (xi) and (xiii) relating to Duties and Powers of Trustee shall be deleted.

For the sake of clarity, the deleted sub-clause(s) 5(v), (x), (xi) and (xiii) are as under:

Deleted sub-clause(s) 5(v), (x), (xi) and (xiii):

Sub-clause 5(v):

The Trustee shall, on instruction of the Management Company, from time to time 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 Trustee and approved by the Management Company.

Sub-clause 5(x):

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

Sub-clause 5(xi):

Any transaction between the Trust and the Management Company or any of the Connected Persons as principal shall only be made, if permissible under the Rules, with the prior written consent of the Trustee.

Sub-clause 5(xiii):

The Trustee shall appoint a Broker in terms of clause 9 (iii) of this Deed.

(18) Amendment in sub-clause 5(ix) – Duties and Powers of Trustee

In sub-clause 5(ix), the word “reasonable” before the words “legal fee” in the second sentence under the sub-clause, shall be deleted.

For the sake of clarity, it is stated that after the said amendment, sub-clause 5(ix) is read as under:

Amended sub-clause 5(ix):

The Trustee shall, if requested by Management Company and may if it considers necessary for the protection of Deposited property or safeguarding the interest of Holders, 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, with full powers to sign, swear, verify and submit pleading and affidavits, to file documents, to give evidence, to appoint and remove counsel and to do all incidental acts, things and deeds through the Trustee’s authorized directors and officers. All costs, charges and expenses (including legal fees) incurred in instituting or defending any such action shall be borne by the Trust and the Trustee shall be indemnified against all such costs, charges and expenses: Provided that no such indemnity shall be available in respect of any action taken against the Trustee for negligence or breach of 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 Trustee and the Management Company shall not be liable in respect of any losses, claims, damages or other liabilities whatsoever suffered or incurred by the Trust arising from or consequent to any such suit, proceeding, arbitration or inquiry or corporate or shareholders’ action or otherwise howsoever and (save as

herein otherwise provided), all such losses, claims, damages and other liabilities shall be borne by the Trust.

(19) Addition of new sub-clause 5(xvii) – Duties and Powers of Trustee:

A new sub-clause 5(xvii) shall be added after sub-clause 5(xvi), as under:

Additional sub-clause 5(xvii):

The Trustee shall not invest in the Units of the Fund.

(20) Addition of new sub-clause 5(xviii) – Duties and Powers of Trustee:

A new sub-clause 5(xviii) shall be added after sub-clause 5 (xvii) as under:

Additional sub-clause 5 (xviii):

The Trustee shall immediately inform the Commission if any action of the Asset Management Company contravenes the Ordinance, the Rules, the Regulations, Constitutive Documents, guidelines, codes, circulars, directives or any other applicable laws.

(21) Addition of new sub-clause 7(xiii) – Duties and Powers of Management Company

A new sub-clause 7(xiii) shall be added after sub-clause 7(xii), as under:

Additional sub-clause 7(xiii):

The Management Company shall ensure that no entry and exit to the scheme (including redemption and reissuance of units to the same unit holders on different NAVs) shall be allowed other than cash settled transactions based on the formal issuance and redemption request, unless permitted otherwise by the Commission under the Regulations.

(22) Addition of new sub-clause 7(xiv) – Duties and Powers of Management Company

A new sub-clause 7(xiv) shall be added after sub-clause 7(xiii), as under:

Additional sub-clause 7(xiv):

The Management Company shall formally forward all the requests for dealing in Units, duly time and date stamped, to the Trustee within 24 hours of the receipt of such requests.

(23) Amendment in sub-clause 9(iii) – Investment of the Deposited Property

The text under sub-clause 9(iii) shall be deleted and replaced as under:

Amended sub-clause 9(iii):

The purchase or sale of any Investment in listed securities for the account of the Trust shall be made on the Stock Exchange through a broker who must be a member of the Stock Exchange, unless the Management Company is satisfied that it is possible and permissible under the rules and regulations to make such purchase or sale more advantageously in some other manner. The broker will be appointed from time to time by the Management Company under intimation to the Trustee and in accordance with the criteria developed for the appointment of broker.

(24) Amendment in sub-clause 9(iv) – Investment of Deposited Property

In sub-clause 9(iv), the words “/Regulations, as updated from time to time and any directives issued by the Commission in this respect.” shall be added at the end of the first sentence. Further, the words “Provided that it will not be necessary for the Trustee to sell any Investment merely because owing to appreciation or depreciation of any Investment or disposal of any investments such limit shall be exceeded.” shall be deleted

For the sake of clarity, it is stated that after the said amendment, sub-clause 9(iv) is read as under:

Amended sub-clause 9(iv):

The Deposited Property shall be subject to such exposure limits as are provided in the Rules/Regulations, as amended from time to time and any directives issued by the Commission in this respect.

(25) Deletion of sub-clause 9(v) – Investment of the Deposited Property

The sub-clause (v) under Clause 9 shall be deleted.

For the sake of clarity, the deleted sub-clause 9(v) is as under:

Deleted sub-clause 9(v):

The purchase or acquisition of units in other unit trusts shall not exceed in the aggregate ten percent (10%) of the Net Assets immediately after such investment has been made.

(26) Deletion of sub-clause 9(vi) – Investment of Deposited Property

The sub-clause (vi) under Clause 9 shall be deleted.

For the sake of clarity, the deleted sub-clause 9(vi) is as under:

Deleted sub-clause 9(vi):

If and so long as the value of the holding in a particular company shall exceed the limit imposed by the Rules, the Trustee shall not purchase any further investments in such company. However, this restriction on purchase shall not apply to any offer of right shares or any other offering, if the Management Company is satisfied that accepting such offer is in the interest of the Trust.

(27) Amendment in sub-clause 9(vii) – Investment of Deposited Property

In sub-clause 9(vii), the words “or any of their Connected Person” wherever used, shall be deleted.

For the sake of clarity, it is stated that after the said amendment, sub-clause 9(vii) is read as under:

Amended sub-clause 9(vii):

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 of the total nominal amount of the securities issued or collectively the directors and officers of the Management Company owns more than ten percent of those securities.

(28) Amendment in sub-clause 9(ix) – Investment of the Deposited Property:

In sub-clause 9(ix), a new point (e) with the words “Participate in Continuous Funding System (CFS)” shall be added.

For the sake of clarity, it is stated that after the said amendment, sub-clause 9(ix) is read as under:

Amended sub-clause 9(ix):

- (ix) The Trust will not at any time:
- a) Purchase or sell:
 - Bearer securities;
 - Securities on margin;
 - Securities which result in assumption of unlimited liability (actual or contingent);
 - Commodities or commodity contracts;
 - Real estate or interest in real estate save and except that the Management Company may invest in securities secured by real estate or interest therein or equity securities issued by companies that invest in real estate or interest therein;
 - b) Invest in anything other than Authorized Investments as defined herein;
 - c) Participate in a joint account with others in any transaction;
 - d) Make short sales of any security or maintain a short position;
 - e) Participate in Continuous Funding System (CFS).

(29) Deletion of sub-clause 9(x) – Investment of the Deposited Property

The sub-clause (x) under Clause 9 shall be deleted.

For the sake of clarity, the deleted, sub-clause 9(x) is as under:

Deleted sub-clause 9(x):

Subject to the Rules and any other applicable law, the Management Company may, on behalf of the Fund, write call options on any of the securities held in the portfolio, if there is a market based exit mechanism from options so written. The Management Company may also, on behalf of the Fund, buy put options equivalent to any securities held in the portfolio. Under no circumstances shall the Management Company buy or sell such options on behalf of the Fund that will result in an exposure beyond the number of underlying securities held in the portfolio of the Fund. The Management Company may, however, buy call options or put options, on one or more item (financial or otherwise) that in its opinion would act as a hedge/defensive proxy for the overall market risk. However, the cost of maintaining a defensive hedge shall not exceed one percent per annum of the Fund (for the preceding twelve months) at the time such transactions are entered into.

(30) Amendment in sub-clause 9(xi) – Investment of the Deposited Property

The text under sub-clause 9(xi) shall be deleted and replaced with the text as under:

Amended sub-clause 9(xi):

In the event the exposure of the Scheme exceeds the limits specified in the Offering Document and the Rules and Regulations, because of corporate actions including taking up rights or bonus issue or due to market price increase or decrease in net assets, the excess exposure shall be regularized within three months of the breach of limits unless the said period of three months is extended by the Commission on an application by the Management Company. But in any case the Management Company shall not invest further in such shares or sectors while the deviation exists. However, this restriction on purchase shall not apply to any offer of right shares or any other offering, if the Management Company is satisfied that accepting such offer is in the interest of the Trust.

(31) Deletion of sub-clause 9(xii) – Investment of the Deposited Property

The sub-clause (xii) under Clause 9 shall be deleted.

For the sake of clarity, the deleted, sub-clause 9(xii) is as under:

Deleted sub-clause 9(xii):

The Management Company may from time to time, for the account of the Trust, direct the Trustee to 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 there under shall be paid out of the Deposited Property.

(32) Addition of new sub-clause 9(xiii) Investment of Deposited Property

A new sub-clause 9(xiii) shall be added after the sub-clause 9(xii) as under:

Additional new Clause 9(xiii):

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 instrument for the redemption money to the unit holder within time period stipulated in the Regulations.

(33) Addition of new sub-clause 9(xiv) Investment of Deposited Property

A new sub-clause 9(xiv) shall be added after the sub-clause 9(xiii) as under:

Additional new Clause 9(xiv):

The Management Company on behalf of the Fund shall not at any time net off any investment of the Fund against the investment of the Unit Holder(s) in the Fund.

(34) Addition of new sub-clause 9(xv) – Investment of the Deposited Property

A new sub-clause 9(xv) shall be added after the sub-clause 9(xiv) as under:

Additional sub-clause 9(xv):

All cash forming part of the Deposited Property shall be deposited by the Trustee in a separate account in the name of the Trustee with a Bank or Financial Institution, approved by the Management Company having a minimum investment grade rating as per the criteria laid down by the credit rating agency approved by the SECP. The Bank or Financial Institution shall be caused to allow profit thereon in accordance with the Rules prescribed by the Bank or Financial Institution for sharing of profits and mark up on the deposits, as may be allowed.

(35) Amendment in sub-clause 9A (4) – Investments Outside Pakistan

In sub-clause 9A (4), points (b), and (c) shall be deleted. Also, in point (d), the words “and certificates of investment” shall be deleted and replaced with “excluding Term/Time deposits”.

Further, a new sentence “All foreign investments shall be subject to the approval of SECP and SBP.” shall be added after the last bullet point under sub-clause (4).

For the sake of clarity, it is stated that after the said amendment, sub-clause 9A (4) is read as under:

Amended sub-clause 9A(4):

4. Fund Property can be invested in Foreign Investments including the following:

- a) International listed equities;
- b) Foreign currency bank deposits excluding Term/Time deposits; and
- b) Mutual funds.

All foreign investments shall be subject to the approval of SECP and SBP.

(36) Deletion of sub-clause 9A (9) – Investments Outside Pakistan

The sub-clause (9) under Clause 9A shall be deleted.

For the sake of clarity, the deleted, sub-clause 9A (9) is as under:

Deleted sub-clause 9A (9):

Direct investments of the Fund in debt securities will only take place in ‘investment grade’ securities and ‘sovereign risk’ securities. Only up to 50% of the allowed limit of international investments shall be placed in sovereign risk securities of countries outside Pakistan and only up to 20% of the allowed limit of international investments in sovereign risk securities of any one country with the sovereign risk portion, if fully invested, divided among five different countries. The above limit will be applicable only to direct investments by the Fund.

(37) Addition of New Clause 9B – Performance Benchmark

A new clause 9B – ‘Performance Benchmark’ shall be added after Clause 9A as follows:

Additional Clause 9B:

9B Performance Benchmark

The Performance Benchmark for Atlas Stock Market Fund shall be KSE-100 Index.

(38) Addition of new sub-clause 15 (ix) – Issue of Units

A new sub-clause 15(ix) shall be added after sub-clause 15(viii) as follows:

Additional sub-clause 15(ix)

The Management Company shall designate and disclose the location of its official points for acceptance of application for issuance, redemption, conversion and transfer of Units and Administration Plans, in the Offering Document of the Fund, as well as on its web-site as updated from time to time. All applications shall be acknowledged noting the date and time of such application. The Management Company shall specify cut-off timings for acceptance of applications at the designated points for issuance, redemption, conversion and transfer of Units, including Administration Plans.

(39) Addition of new sub-clause 16(viii) – Determination of Offer Price

A new sub-clause 16(viii) may be added after clause 16(vii) as follows:

Additional sub-clause 16(viii):

The Management Company shall announce the NAV of the Fund on all business days on its web-site i.e. www.atlasfunds.com.pk and also send such information to Mutual Funds Association of Pakistan (MUFAP) for hosting on MUFAP web-site. The timing of such announcement shall be mentioned in the Offering Document.

(40) Amendment in sub-clause 19(vi) – Determination of Redemption Price

The text given under sub-clause 19(vi) shall be deleted and replaced with the text as under:

Amended sub-clause 19(vi):

In the event the amount recovered as provision for payment of Duties and Charges pursuant to sub-clause 19(ii)(c) exceeds the relevant amount of such Duties and Charges, the Transfer Agent shall issue additional Units or fractions thereof to the Holder based on the price applicable to the Units issued against the relevant application.

(41) Addition of new sub-clause 19(viii) – Determination of Redemption Price

A new sub-clause 19(viii) shall be added after sub-clause 19(vii):

Additional sub-clause 19(viii):

The Management Company shall ensure all valid redemption request are paid based on ranking of the request in a queue.

(42) Addition of new sub-clause 20(viii) – Change in and Suspension of Dealing, Queue System and Winding Up

A new sub-clause 20(viii) shall be added after the sub-clause (vii) as under:

Additional sub-clause 20(viii):

The Management Company shall ensure that in case of suspension of redemption of units of the scheme due to extra ordinary circumstances, as stated above and as per the provisions of the Regulations, the issuance of fresh units shall also be kept suspended until and unless the redemption of units is resumed.

(43) Amendment in sub-clause 22(ix) – Registration of Unit Holders

In sub-clause 22(ix), the words “in consultation with” in the first line shall be deleted and be replaced with the words “under intimation to”.

Further, at the end of the sub-clause (ix) under clause 22 the following sentence shall be added:

“However, in no case the time period for closure of register for dividend declaration shall exceed six (6) working days at a time.”

For the sake of clarity after this amendment, the sub-clause 22 (ix) will read as under:

Amended sub-clause 22 (ix):

“The Register may be closed under intimation to the Trustee for such period as the Management Company from time to time determine and after giving at least seven (7) days notice to the Unit Holders, provided that it is not closed for more than forty-five days in a calendar year. However, in no case the time period for closure of register for dividend declaration shall exceed six (6) working days at a time.

(44) Amendment in sub-clause 27(i) – Fee and Charges

In sub-clause 27(i), three new points ‘j’, ‘k’ and ‘l’ shall be added as under:

- m) Charges and levies of Stock Exchange, National Clearing and Settlement Company and Central Depository Company;

- n) Printing Cost; and
- o) Any other expense or charge as may be allowed by the Commission.

Further, in point 'c', the word "exceeding" shall be deleted and replaced with the words "less than".

For the sake of clarity, it is stated that after the said amendment, sub-clause 27(i) is read as under:

Amended sub-clause 27(i):

- i. The following shall be payable out of the Deposited Property.
 - a) Remuneration of the Management Company, as stated in the clause 8 and in accordance with the Rules;
 - b) Remuneration of the Trustee, as stated in the clause 6;
 - c) The Formation Cost not exceeding 1% of the amount of the value of Core Units and amortized over a period not less than five years;
 - d) Brokerage and Transaction Cost relating to investing and disinvesting of the Deposited Property;
 - e) All expenses incurred by the Trustee effecting registration of all register able property in the name of the Trustee;
 - f) Legal and related costs, as may be incurred in protecting or enhancing the interests of Trust or the collective interests of the Holders;
 - g) Bank charges or financial cost;
 - h) Audit Fees
 - i) SECP Annual Fee
 - j) Listing and annual fees payable to Stock Exchanges;
 - k) Rating Fee, payable to approved rating agency;
 - l) Taxes, if any;
 - m) Charges and levies of Stock Exchange, National Clearing and Settlement Company and Central Depository Company;
 - n) Printing Cost; and
 - o) Any other expense or charge as may be allowed by the Commission.

(45) Addition of new sub-clause 27(iii) – Fees and Charges

A new sub-clause 27 (iii) shall be added under Clause 27, as under:

Additional sub-clause 27(iii):

Any cost associated with sales, marketing and advertisement of the schemes shall not be charged to the Fund.

(46) Amendment in Clause 28 – Transactions with Connected Persons

The sub-clause (i) under Clause 28 shall be deleted.

Further, in sub-clause (iii) of Clause 28, the words “/Regulations” shall be added after the words “permissible in the Rules”.

Also, the words “with the prior consent of the Trustee” at the end of the sub-clause (iii) shall be deleted and replaced with the words “with the approval of the Board of Directors and consent of the Trustee.”

For the sake of clarity, it is stated that after the said amendment, Clause 28 is read as under:

Amended Clause 28:

- i. Subject to any statutory requirements for the time being in force and to the terms and conditions here in contained the Trustee may at any time at the request of the Management Company concur with the Management Company in making and varying arrangements with Banks or Financial Institutions for borrowing by the Trustee for the account of the Trust for the purpose of redeeming any Units; Provided that the charges payable to such Bank or Financial Institution (which may be any Connected Person) are not higher than normal Bank charges
- ii. Any transaction between the Scheme and the Management Company or any of their Connected Person as principal may be made, only as permissible in the Rules/Regulations and with the approval of the Board of Directors and consent of the Trustee.

(47) Amendment in sub-clause 31(i) – Distribution of Income:

In sub-clause 31(i), the words “On each” at the start of the sub-clause shall be deleted and replaced with the words “Within 45 days of the”.

Further, the words “, excluding any profit earned on dividends,” shall be added after the words “Distribution Account” in the second sentence under the sub-clause 31(i).

For the sake of clarity, it is stated that after the said amendment, sub-clause 31(i) is read as under:

Amended sub-clause 31(i):

Within 45 days of the Accounting Date, the Management Company shall instruct the Trustee to transfer such amount of cash as required to effect such distribution to the Distribution Account. The amount standing to the credit of the Distribution Account, excluding any profit earned on dividends, shall not for any purposes 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.

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.

The Management Company and the Trustee hereby certify that in their opinion, the above modifications, alterations and additions to the Trust Deed is required 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 or the Management Company from any responsibility to the Unit Holders.

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

The Common Seal of Atlas Asset Management Limited has hereunto been fixed in the presence of:

Seal (1) _____

(2) _____

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

Seal (1) _____

(2) _____

Witnesses

Name: _____
Occupation _____
Address: _____

Name: _____
Occupation: _____
Address: _____