

**Supplementary Offering Document of
Islamic Growth Plan
An administrative plan under
Atlas Islamic Fund and Atlas Islamic Income Fund
Managed by Atlas Asset Management Limited
An Asset Management Company**

1. Introduction

- 1.1 The Growth Plan is an Administrative Plan offered by Atlas Asset Management Limited (AAML) so as to facilitate the Subscribers who are seeking capital growth but who would prefer a lower level of risk than normally associated with equity investments only through a single product.
- 1.2 The Growth Plan provides the Subscriber the benefits of growth through higher potential returns by investing in the Atlas Islamic Fund (AISF) and reduces the risk while providing small amounts of steady income by investing in the Atlas Islamic Income Fund (AIIF).
- 1.3 All transactions under this arrangement are governed by the Trust Deeds relating to the AISF (dated September 12, 2006) and AIIF (dated May 7, 2008) as amended from time to time vide Supplemental Trust Deed(s). Unless specifically altered by this document, all the terms and conditions of the Offering Documents/Trust Deeds of the AISF and AIIF shall apply to the respective Units of the two Funds in which investment is made under this plan.

2. Investment Objective

The Growth Plan aims to achieve growth of capital and a moderate level of income and is ideal for Subscribers with a long-term horizon. The Plan is suited for Subscribers with a moderate to high tolerance for risk and fluctuations in investment value.

3. Basic Plan Information

Nature of Plan	Open-end
Front-end Load (As a % of the respective NAVs of the two funds; AISF & AIIF)	1%
Back-end Load (As a % of the Applicable NAV)	Not Applicable
Minimum Application Amount	Rs. 5,000*
Periodicity	Every Monday to Friday that is a Subscription Day
Redemption Proceeds	Dispatched within 6 Business Days

* The present minimum application amount is Rs. 5,000/-. Units of AISF and AIIF (including fractions thereof) shall be issued against the amount received from the Subscriber in accordance with the terms of the Offering Documents of AISF and AIIF. The Management Company may alter the minimum application amount from time to time under intimation to the Trustee and announce it on its website.

4. Features and Administrative Arrangements

- 4.1 It is a diversified fund that aims to provide Subscribers with capital growth and returns greater than those from cash or fixed interest securities through equity investments (AISF) but with slightly lower risk due to some investment in the AIIF.
- 4.2 A Subscriber may invest through the Growth Plan by filling out the prescribed Form and submitting it along with the investment amount (drawn in favor of CDC-Trustees Atlas Funds - Islamic) with a Distributor.
- 4.3 The Growth Plan Subscriber (hereinafter referred to as the Subscriber) may also select a systematic investment plan through which the Subscriber may invest predetermined amounts on a monthly basis. The Subscriber may also alter the monthly savings amount, provided that such amount is not less than the minimum amount fixed by the Management Company from time to time.
- 4.4 The Subscriber shall send to the Distributor the monthly contributions under the systematic investment plan under the cover of the prescribed form. The Management Company may also introduce arrangements whereby a Subscriber may pay contributions through standing instructions to a bank. In the event that the Subscriber does not make the monthly payment(s) for any reason, the account will remain live and amount outstanding in the Growth Plan would continue to remain in the Plan and be reallocated as mentioned in Para 4.9 below. The Subscriber may continue the monthly payments at any stage.
- 4.5 On receipt of investment amount at the time of opening an account or subsequently for purchase of Units under the Growth Plan, the Units shall be allocated at the respective Net Asset Value applicable for AISF and the AIIF on the day the payment and the Application Forms are lodged with the Distributor.
- 4.6 The Transfer Agent shall send an Account Statement to the Subscriber within fifteen business days each time there is activity in the account. Such Statement shall be sent by ordinary mail to the Subscriber's address recorded in the Register. Certificates representing Units purchased under this plan shall not be issued and the Account Statement issued in this respect will be the final confirmation in respect of the Units purchased under the Administrative Plan.
- 4.7 Cash dividends declared on the respective Units held in the Growth Plan shall be reinvested in the respective Funds to which such dividends relate in proportion to the weight applicable to the Account at that point in time. However, Subscribers may opt to receive the dividends in cash by way of transfer to their designated bank accounts from each Fund in the plan. The reinvested dividend amount shall however be redeemable at the Redemption Price at any point in time.
- 4.8 Units purchased out of dividends, shall be issued at the Net Asset Value of the respective funds (without any load); AISF and AIIF.
- 4.9 The account shall be reallocated every quarter or earlier in the event that there is a 10% variation in the allocation percentages due to market conditions, between the two Funds so as to ensure that the investment is divided between the two Funds in proportion to the weight of the investment applicable for that year for the Plan. In the event that the stock market goes up resulting in an increase in the relative weight of the investment in AISF, the surplus will be cashed (redeemed) and invested in AIIF and vice versa. The Management Company may however, with the approval of the Commission, under intimation to the Trustee and with notification to the Unit Holders change the reallocation frequency or percentage from time to time.
- 4.10 The account shall be reallocated on the last Subscription Day of the quarter. In the event of an earlier reallocation due to a variation of 10% in the percentage allocation, the

account shall be reallocated on the Subscription Day on which the percentage allocation reaches or exceeds 10%. This reallocation will be in addition to quarterly reallocation.

- 4.11 The reallocation shall be at the NAV of the respective Funds; AISF and AIIF; on the relevant Subscription Day plus duties and charges not exceeding one half of one percent. The Management Company at its discretion may reduce charges or not process a charge for such reallocations.
- 4.12 The Registrar shall not record a pledge/lien on the Units held in the Growth Plan. Certificates representing Units purchased under this Administrative Plan shall not be issued.
- 4.13 The Subscriber may submit a redemption request for redeeming partial or all Units purchased under the Growth Plan. In case of partial redemption, the Units shall be redeemed in the same proportion (weight) of the investment applicable for that year for the Plan for purchasing the Units in the two Funds. The redemption proceeds shall be payable in accordance with the Offering Documents of AISF and AIIF.
- 4.14 The Subscriber may also convert the Units held by him in the Growth Plan into the units of any other schemes/ plans/ Funds being offered by the Management Company and vice versa, subject to such terms and conditions as set forth by the respective offering documents / Trust Deeds. Such conversions to/from the Growth Plan shall be at the NAV of the respective Funds; AISF and AIIF plus administrative charges not exceeding one half of one percent.
- 4.15 In the event of winding up of AISF and/or AIIF, the Growth Plan shall be discontinued and the Units standing to the credit of the Subscriber shall be dealt with the same manner the rest of the Units in the AISF and/or the AIIF.
- 4.16 In the event any changes are introduced in the Plan after an existing Subscriber has made an initial investment in the Plan, the existing Subscriber shall not be under any obligation to comply with the changes. However, if the Subscriber is willing to comply with the changes, he/she shall be welcome to opt for the changed terms and may be required to sign a form accepting the new terms. Any subsequent investments shall be in accordance with any changes so made.

5. Risk Disclosure

- 5.1 In addition to the risks disclosed in the Offering Documents of AISF and AIIF, the investment in the Growth Plan is exposed to the following risks:
 - 5.1.1 The NAVs of the Funds may be affected by changes in the general market conditions, factors and forces affecting capital markets, and shall be exposed to the stock market, volatility and liquidity risk and to smaller extent be exposed to interest rate risk, credit risk and income risk.
 - 5.1.2 The liquidity of the Plan's investments is inherently restricted by the trading volumes in the securities in which the respective Funds invest.
 - 5.1.3 Owing to the volatile nature of the stock market, the Growth Plan may suffer losses in the short term. Thus an investment in the Growth Plan, to the extent of it being in the AISF, would be exposed to higher risk and possible loss of capital, which may be recovered if the investment is retained for the long term.
 - 5.1.4 Subscribers in the Plan are not offered any guaranteed returns.
 - 5.1.5 The target amount of saving and accumulation of the returns thereon in the AIIF are based on best estimates of the performance of the Income Fund and is dependant on the ability to continue investing in similar investments on maturity of the investments in the portfolio. There is no guarantee as to the actual performance of the AIIF. Similarly, the target amount of saving and accumulation of the returns thereon in the AISF are based on best estimates of the performance of the stock

- market and the Management Company's actions based on the expected performance. There is no guarantee as to the actual performance of the AISF.
- 5.1.6 Subscribers may note that the Fund Manager's investment/ asset allocation decisions for the Funds may not be always profitable
- 5.1.7 Whereas it is expected that a long-term investment in the stock market related to the AISF is likely to outperform the AIIF, a prolonged downturn in the stock market may not allow the recovery within a targeted investment period.
- 5.1.8 The process of continuous reallocations of account balance between the AISF and AIIF can, under extreme circumstances, result in a higher exposure (not more than 10% variation from required asset allocation) of the overall investment to the AISF, thereby increasing the risk level of exposure and the possibility of loss of capital.
- 5.1.9 The AISF and the AIIF are subject to being wound up under certain circumstances as explained in the respective Offering Documents. In the event of either of the Funds being wound up, the Growth Plan shall be discontinued and the Units standing to the credit of the Subscriber shall be dealt with the same manner the rest of the Units in the AISF and/or the AIIF.

6. Investment Pattern

Asset Class	%age Allocation
AISF	85%
AIIF	15%

7. All Other Matters

The Offering Documents relating to the Atlas Islamic Fund (AISF) and the Atlas Islamic Income Fund (AIIF) of which this plan is an administrative arrangement, shall apply to all such matters, relating to the investment in Units issued under the respective Funds and is not covered by this Supplementary Offering Document.

- 8. "Subscriber"** means a Unit Holder in the Atlas Islamic Fund and/or the Atlas Islamic Income Fund, as the case may be.
- 9. "Administrative Plan"** means any investment plan(s) offered by the Management Company where such plans allow Unit Holders a focused investment strategy in any one or a combination of Collective Investment Schemes managed by the Management Company and for which CDC is appointed as the Trustee.
- 10. "Subscription Day"** means every Business Day, on which stock exchanges are open in Pakistan, provided the Management Company may, with the prior written consent of the Trustee, and upon giving not less than 7 days notice in at least two widely circulated newspapers, declare any particular Business Day not to be a Subscription Day.

DISCLAIMER : - It must be clearly understood that in giving this approval, the SECP does not take any responsibility for the financial soundness of the Plan nor for the accuracy of any statement made or any opinion expressed in this Supplemental Offering Document.