

Investors are advised in their own interest to carefully read the contents of the Offering Document, in particular Risk Disclosure and Warnings mentioned in Clauses 2.7, 2.9 and 9 respectively, before making any investment decision.

OFFERING DOCUMENT

HBL STOCK FUND

An Open-End Fund

MANAGED BY

HBL ASSET MANAGEMENT Ltd.

(A Wholly Owned Subsidiary of Habib Bank Ltd)

INTRODUCTION	4
REGULATORY APPROVAL AND CONSENT	5
1.1 Constitution	6
1.2 Trust Deed.....	6
1.3 Modification of Trust Deed	6
1.4 Duration	7
1.5 Registered Office, Place, Date of Establishment.....	7
2 - INVESTMENT OBJECTIVES AND RESTRICTIONS	7
2.1 Investment Objective.....	7
2.2 Investment Policy.....	7
2.3 Authorized Investments:	8
2.4 Investment Restrictions and Exposure Limits	10
2.5 Borrowing and Borrowing Restrictions.....	12
2.6 Transactions with Connected Persons	13
2.7 Risk Disclosure	14
2.8 Extraordinary Circumstances.....	17
2.9 Disclaimer	17
3 - OPERATORS AND PRINCIPALS.....	17
3.1 Management Company.....	17
3.2 Board Of Directors Of Management Company.....	18
3.3 Trustee - Central Depository Company.....	27
3.4 Core Investors.....	28
3.5 Transfer Agent.....	29
3.6 Custodian	29
3.7 Distribution Companies.....	30
3.8 Auditors.....	30
3.9 Legal Advisors.....	31
3.10 Bankers	31
3.11 Bank accounts	31
4 -CHARACTERISTICS OF UNITS TO BE OFFERED	32
4.1 Minimum Investment.....	32
4.2 Classes of Units and their Features	32
4.3 Features of Units	33
4.4 Frequency of Valuation and Dealings.....	33
4.5 Issue of Units	35
4.6 Redemption of Units.....	39
4.7 Transfer/Transmission/Conversion of Units	41
4.8 Pledge of Units	43
4.9 Suspension of Dealing, Quesue System and Winding Up.....	44
4.10 Redemption of Units in Extraordinary Circumstances	45

4.11	Offer (Purchase) and Redemption (Repurchase) of Units outside Pakistan	46
4.12	Services to Unit Holders	47
4.13	Procedure for Requesting Change in Unit Holders Particulars:	50
5.	DISTRIBUTION POLICY.....	51
5.1	Distribution Policy	51
5.2	Declaration of Dividend.....	51
5.3	Determination of Distributable Income	51
5.4	Reinvestment of Dividend	52
5.5	Bonus Units.....	53
5.6	Payment of Dividend	53
5.7	Dispatch of Dividend Warrants/ Advice.....	53
6 - FEES AND CHARGES		
6.1	Fees and Charges Payable by an Investor	53
6.2	Fees and Charges Payable by HBL Stock Fund.....	54
6.3	Expenses of the Management Company and the Trustee.....	56
7 - TAXATION		56
7.1	Taxation on the Income of the Fund	56
7.2	Taxation and Zakat Liability on Unit Holders	57
8 - REPORTS AND ACCOUNTS		59
8.1	Financial Year of Fund/Trust	59
8.2	Reports to the Unit Holders	59
8.3	Financial Information	59
9 - WARNING		60
9.1	Offering Document.....	60
9.2	Fluctuation in Price and Income	60
9.3	Disclaimer	60
10 - GENERAL INFORMATION.....		60
10.1	Inspection of Constitutive Documents	60
10.2	Date of Publication of Offering Document	61
11 - TERMINATION OF HBL STOCK FUND.....		61
11.1	By the Management Company	61
11.2	By the Commission.....	61
11.3	Winding up	61
Annexure A.....		62
Annexure B		65

**OFFERING DOCUMENT OF
HBL STOCK FUND (HBL-SF)**

Date of Publication of Offering Document August 25, 2007

(Managed by HBL Asset Management Limited an asset management company registered under Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (NBFC Rules))

Initial Offering Period: August 29, 2007 to August 31, 2007 (both days inclusive)

INTRODUCTION

HBL-Stock Fund (HBL-SF) (the Fund) has been established in Pakistan vide Trust Deed, dated 9th August, 2007, registered under the Trusts Act, 1882 (11 of 1882) entered into between HBL Asset Management Limited, as the Management Company and Central Depository Company (CDC), as the Trustee, and is authorized under Rule 67 of the NBFC Rules, 2003.

If you have any doubt about the contents of this Offering Document, you should consult one or more from amongst your legal adviser, stock broker, bank manager, or other financial adviser. Investors must recognize that all investments involve varying levels of risk. The portfolio of HBL-SF consists of market-based investments and is subject to market fluctuations and risks inherent in all such investments. The value of Units in HBL-SF may appreciate as well as depreciate, and consequently the level of dividend declared by HBL-SF may get affected to that extent. Investors are requested to read the Risk Disclosure and Disclaimer statement contained in Clauses 2.7, 2.9 and 9 of this Offering Document.

REGULATORY APPROVAL AND CONSENT

Approval of the Securities and Exchange Commission of Pakistan

The Securities and Exchange Commission of Pakistan (Commission) has authorized the offer of units of HBL-SF (The Fund) under Rule 67 of the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (The Rules). The Commission has approved this Offering Document, under Rule 70 of the NBFC Rules.

It must be clearly understood that in giving this approval, the Commission does not take any responsibility for the financial soundness of the fund nor for the accuracy of any statement made or any opinion expressed in this Offering Document.

This Offering Document is governed by the provisions of the Trust Deed and the Rules. It sets forth information about HBL-SF that a prospective investor should know before investing in Units of HBL-SF. Prospective investors of HBL-SF should consult one or more from amongst their stock broker, bank manager, legal adviser or other financial adviser. The investors are advised to carefully refer to Risk Disclosure and Disclaimer statement contained in clause 2.7, 2.9 and 9 of this Offering Document

Filing of the Offering Document

The Management Company has filed a copy of this Offering Document signed by the Chief Executive along with the documents (1) to (7) below with the Commission. Certified copies of these documents can be inspected at the registered office of the Management Company or the place of business of the Trustee, at addresses provided in Clause 1.1 of this Offering Document.

- (1) Duly registered Trust Deed (Deed) of HBL-SF dated 9th August, 2007 between HBL Asset Management Limited (the management company), as the establisher and Central Depository Company of Pakistan Ltd. as the Trustee
- (2) Letters from AF Ferguson & Co Auditors of HBL-SF, consenting to the issue of statements and reports.
- (3) The Commission's letter no. SEC/NBFC-II/AD/HBLSF/574/2007 dated August 8, 2007 approving the appointment of CDC as the Trustee of HBL-SF;
- (4) The Commission's letter no. SEC/NBFC-II/AD/HBLSF/615/2007 dated August 21, 2007 authorizing HBL-SF;
- (5) License for undertaking Investment Advisory and Asset Management Services issued by Commission under its letter no. NBFC/MF-RS/HBL-AMC/191/2006 dated 4th April 2006 under NBFC rules;
- (6) The Commission's letter's no. SEC/NBFC-II/AD/HBLSF/632/2007 dated 24th August 2007, approving this Offering Document.
- (7) SECP's Certificate of Incorporation 00000012123/20060207 dated 17th February 2006, registering HBL Asset Management Limited as an Asset Management Company.

I - CONSTITUTION OF THE SCHEME

1.1 Constitution

HBL-SF is an open end fund constituted by a Trust Deed (the Deed) entered into at Karachi between:

- (1) HBL Asset Management Limited (HBL Asset), a company incorporated under the Companies Ordinance 1984, licensed by the Commission to undertake investment advisory and asset management services with its registered office at Suite No. 403-4 FORUM, G-20, Khayaban-e-Jami, Clifton, Karachi and it's Head Office at 8B, 8th Floor, Executive Tower, Dolmen City, Block 4 Clifton, Karachi. Pakistan., as the establisher and the Management Company; and
- (2) Central Depository Company of Pakistan Limited (CDC) a company incorporated under the Companies Ordinance 1984, with its registered office at CDC House 99-B,Block B, Main Shahrah-e-Faisal S.M.C.H.S Karachi, Pakistan as the Trustee

1.2 Trust Deed

This Deed shall be subject to and be governed by the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003, Securities and Exchange Ordinance 1969 and all applicable laws and regulations. The terms and conditions of this Deed and any deed supplemental hereto shall be binding on each Holder.

1.3 Modification of Trust Deed

1. The Trustee and the Management Company, acting together and with the approval of The Commission, shall be entitled by supplemental deed(s) to modify ,alter or add to the provision of this Deed on any of the following grounds:
 - (a) to ensure compliance with any applicable laws and regulation;
 - (b) to enable the provision of the Deed to be more conveniently and efficiently implemented;
 - (c) to enable the units to be listed on the stock exchange: or
 - (d) to otherwise benefit the Unit holders.

Provided that in case of (b), (c) and (d) above such alteration or addition shall not prejudice the interest of the Unit holders; and that in any event, it shall not release the Trustee or the Management Company of their responsibilities

2. Where this Deed has been altered or supplemented the Management Company shall notify the Holders immediately at their respective registered address and the dispatch of such notices to the Unit Holders will be announced in two daily news papers (one in English and one in Urdu) having its primary circulation in Pakistan.

1.4 Duration

The duration of HBL-SF is perpetual. However, it can be wound up by the Commission or by the Management Company or the Trustee on the occurrence of certain events as stated in clause 11 of this Offering Document under the heading, "Termination of HBL Stock Fund".

1.5 Registered Office, Place, Date of Establishment

The registered address of HBL Asset Management Company Limited (HBL Asset) is at Suite No. 403-4 FORUM, G-20, Khayaban-e-Jami, Clifton, Karachi and it's Head Office is at 8B, 8th Floor, Executive Tower, Dolmen City, Block 4 Clifton, Karachi. Pakistan.. The Trust was established on 9th August 2007. The official website of the company is www.hblasset.com

2 - INVESTMENT OBJECTIVES AND RESTRICTIONS

2.1 Investment Objective

The objective of the fund is to provide long-term capital growth by investing primarily in a diversified pool of equities and equity related instruments.

2.2 Investment Policy

The fund will seek to focus on undervalued stocks of companies offering prospects for capital growth. The fund may also invest in equity related, hybrid, debt securities, short/medium/long-term fixed income securities as well as in derivatives for hedging purposes only when it has a bearish view on the stock market.

2.3 Authorized Investments:

- a. Listed Equity Securities;
- b. Listed Debt Securities;
- c. Unlisted Equity Securities ;
- d. Unlisted Debt Securities;
- e. Money Market Instruments including Certificates of Deposit, Certificate of Investments, Bankers Acceptance, Letter of Placements, Letter of Obligation, Certificate or Letter or Discounting and any other type of placement or money market transaction
- f. Debentures and Debenture Stocks;
- g. Global Depository Receipts and American Depository Receipts
- h. Islamic / interest free instruments such as sukuk bonds, musharika certificates, modaraba structures based securities, Ijara certificates and modarba structures;
- i. Government of Pakistan Investment Bonds, Federal Investment Bonds, Treasury Bills and other Federal Government Securities;
- j. Long, medium and short term deposits with Commercial banks;
- k. Long, medium and short term deposits in foreign Currencies with Commercial banks after prior approval of the applicable regulatory authorities;
- l. Secured debt securities issued by local governments and government agencies;
- m. Unsecured debt securities issued by local governments and government agencies;
- n. Secured debt securities issued by public sector entities and/or financial institutions;
- o. Secured debt securities issued by private sector entities and/or financial institutions;
- p. Unsecured debt securities issued by public sector entities and/or financial institutions;
- q. Unsecured debt securities issued by private sector entities and/or financial institutions;
- r. Certificates of Investment/Deposits issued by financial institutions;
- s. Commercial papers
- t. Asset-backed or mortgage-backed debt securities and all other securities traded in the Over the Counter markets
- u. Other countries Sovereign bond.
- v. Spread transaction, aimed at earning a spread in the prices of securities resulting from timing and pricing difference between ready and future settlement of locally listed securities and also between GDR's issued by local entities and its local shares equivalent. The fund may buy in a security in the ready settlement market and sell in future settlement market and reverse thereof (including unwinding of transactions). Such transactions to be carried out simultaneously to the extent possible so as to avoid any risk emanating from the movements in the prices of underlying securities ;
- w. Reverse Repurchase transaction against eligible Securities as notified by the Commission/Stock exchange;
- x. CFS (Continuous Funding System); or any such replacements by what ever name called with necessary SECP approval subject to restrictions as imposed in the offering

- documents or such restriction imposed by the commission from time to time through directions. Investments in CFS shall be restricted up to a maximum of 25% of Net Assets of HBL Stock Fund, with not more than 20% of the CFS amount in any one scrip at the time of investment;
- y. Any other security and/or instruments that may be allowed by the SECP, the Rules or any other regulatory authority from time to time.
 - z. Authorized investments in overseas markets subject to prior separate written approval of the SECP and State Bank of Pakistan to the extent and subject to such cap as may prescribed by SECP/SBP, from time to time; and.
 - aa. Derivative instruments such as warrants, options, synthetics derivative, financial options, other contracts for ready, future and forward settlement, equity derivatives, fixed income and currency derivatives, interest rate swaps, forwards rate agreements, and such investment shall include those for ready settlement as well as those for future settlement and credit linked notes. The investment in this asset class will be for hedging purposes only and subject to such other terms and conditions as may be notified by the SECP from time to time.

2.3.1 Asset Allocation Policy

The Management Company will aim to develop an optimum portfolio in order to achieve the Investment Objective of maximizing returns while taking the risk parameters into consideration. The Management Company will shift the weightages between various types of sectors and securities, based on market conditions. This asset allocation policy will take into account the various Investment restrictions and Exposure limits as elaborated below in Clause 2.4 which aim to provide diversification benefits.

2.3.2 Investment in Securities Listed or Traded Outside Pakistan.

After obtaining separate prior written approval from SECP and State Bank of Pakistan, the Management Company, may invest Fund property in equity, equity related instruments, hybrid, debt and money market instruments and derivatives for hedging purpose that are issued, traded and or listed outside Pakistan.

2.3.3 Investment in Derivatives and Lending of Securities

Subject to regulatory permission from the SECP or other agencies that may be required and subject to the restrictions stated in Clause 2.4 herein below, the Management Company may seek to enhance the return on the Fund or to protect its value through derivatives. The investment in this class shall be for hedging purposes only and subject to such term and conditions that may be specified by SECP from time to time.

2.3.4 Changes in Investment Policy

The investment policy will be governed by the Rules (subject to any exemptions provided to the Fund specifically by SECP). Any change in the Investment Policy will be implemented only after obtaining prior approval from SECP and giving proper notice to the Unit Holders to the satisfaction of the Trustee.

2.4 Investment Restrictions and Exposure Limits

The investment restrictions that apply to HBL-SF and its investments in various asset classes are as follows:

2.4.1

Asset Class		Entity Rating	Instrument Rating	Exposure Limit (% of NAV)
a.	Listed Equity Securities	N.A.	N.A.	50% and above
b.	Listed Debt Securities	A-	A-	0-30%
c.	Unlisted Equity Securities	N.A.	N.A.	0-20%
d.	Unlisted Debt Securities	A-	A-	0-30%
e.	Money Market Instruments	N/A	N/A	0-30%
f.	Debentures and Debenture Stocks	N/A	N/A	0-50%
g.	GDRs and ADRs (after prior approval of SECP)	N.A	N.A	0-25%
h.	Islamic Instruments	N/A	N/A	0-50%
i.	Government of Pakistan Investment Bonds, Federal Investment Bonds and other Federal Government Securities	N.A	N.A	0-50%
j.	Long, Medium and Short term Deposits with Commercial Banks	A-	A-	0-50%
k.	Long, Medium and Short term Deposits in Foreign Currencies with Commercial Banks	A-	A-	0-25%
l.	Secured debt securities issued by local governments and government agencies	N/A	N/A	0-30%
m.	Unsecured debt securities issued by local governments and government agencies	N/A	N/A	0-30%
n.	Secured debt securities issued by public sector entities and/or financial institutions	N/A	N/A	0-30%
o.	Secured debt securities issued by private sector entities and/or financial institutions	A-	A-	0-25%
p.	Unsecured debt securities issued by public sector entities and/or financial institutions	N/A	N/A	0-30%
q.	Unsecured debt securities issued by private sector entities and/or financial institutions	A-	A-	0-20%
r.	Certificate of Investment/ Deposit issued by F.I.	A-	A-	0-10%
s.	Commercial Papers	A-	A-	0-25%
t.	Asset Backed or Mortgaged backed debt securities and securities traded in the over the counter market	A-	A-	0-50%
u.	Other Country Sovereign Bonds (after prior approval from SECP and SBP)	As Approved By SECP	As Approved By SECP	0-25%
v.	Spread Transaction	N.A.	N.A.	0-25%
w.	Reverse-Repo	N.A.	N.A.	0-10%
x.	CFS	N.A.	N.A.	0-25%

y.	Derivatives	N.A.	N.A.	0-25%
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2.4.2 The Trust Property shall be subject to such exposure limits as are provided in the Rules (subject to any exemptions that may be specifically given to the Fund by the SECP): Provided that it will not be necessary for the Trustee to sell any Investment merely because owing to appreciation or depreciation of any Investment such limit shall be exceeded. The Management Company will have three (3) months to comply with the exposure limits in case such limits are exceeded.

2.4.3 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 exchange(s).

2.4.4 The scheme shall not invest less than 50% of its assets in listed securities or in securities for the listing of which an application has been approved by the Stock Exchange.

2.4.5 If and so long as the value of the holding in a particular company or sector shall exceed the limit imposed by the Rules, the Management Company shall not purchase any further Investments in such company or sector. However this restriction on purchase shall not apply to any offer of right shares or bonus shares or any other offering, if the Management Company is satisfied that accepting such offer is in the interest of the Trust. The Management Company will have Three(3) months to comply with the exposure limits in case such limits are exceeded.

2.4.6 The Trust Property shall not be invested in any security of a company if any director or officer of the Management Company or any of their Connected Persons owns more than five (5) percent of the total nominal amount of the securities issued or collectively the directors and officers of the Management Company or any of their Connected Persons own more than ten per cent of those securities.

2.4.7 The Trust shall not purchase from or sell any security to the Management Company or the Trustee or to any director, officer or employee of the Management Company or Trustee or to any person who beneficially owns ten (10) percent or more of the equity of the Management Company or the Trustee, save in the case of such party acting as an intermediary.

2.4.8 The Trust will not at any time:

2.4.8.1 Purchase or sell:

- Bearer securities.
- Securities on margin,
- Real estate, other than securities issued by companies engaged in real estate business.
- Securities which result in assumption of unlimited liability (actual or contingent).
- Commodity contracts or commodities.

- Anything other than Authorized Investments as defined herein;

2.4.9 Participate in a joint account with others in any transaction;

2.4.10 Make short sales of any security or maintain a short position in securities.

2.4.11 Under no circumstances shall the Management Company buy or sell such options on behalf of the Scheme in excess of ten (10) percent of the Net Asset Value that result in an exposure beyond the number of underlying securities held in the portfolio of the Scheme. 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.

2.4.12 Investment of the Scheme in any company shall not, at any time, exceed an amount equal to ten (10) percent of the total Net Asset Value of the Scheme at the time of investment or ten (10) percent of the issued capital of the investee company.

2.4.14 Exception to the Investment Restrictions:

In the event the weightages of shares exceed the limits laid down in the Offering Document or the Rules as a result of the relative movement in the market prices of the investments or through any disinvestments, the Management Company shall bring the exposure within the prescribed limits within three (3) months of the event. But in any case the Management Company shall not invest further in such shares or sectors while the deviation exists. However, this restriction on further investment shall not apply to any offer of right shares and bonus shares.

2.5 Borrowing and Borrowing Restrictions

2.5.1 Subject to any statutory requirements for the time being in force and to the terms and conditions herein 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 Scheme; provided that the borrowing shall not be resorted to, except for meeting the redemption requests.

2.5.2 The charges payable to any bank or financial institution against borrowings on account of the Trust as permissible under Clause 2.5.1 above shall not be higher than the normal prevailing bank charges or normal market rates.

2.5.3 The maximum borrowing for the account of the Trust shall not exceed fifteen per cent of the total Net Asset Value of the Scheme or such other limit as may be provided

in the Rules – provided that such borrowing shall not exceed a period of 90 days. If subsequent to such borrowing, the Net Assets are reduced as a result of depreciation in the market value of the Fund Property or redemption of Units, the Management Company shall not be under any obligation to reduce such borrowing.

2.5.4 Guarantee:

Neither the Trustee, nor the Management Company shall be required to issue any guarantee or provide security over their own assets for securing such borrowings from banks and financial institutions.

The Trustee or the Management Company shall not in any manner be liable in their personal capacities for repayment of such loans or advances.

2.5.5 Charge or pledge:

For the purposes of securing any such borrowing, the Trustee may with the approval of the Management Company mortgage, charge or pledge in any manner all or any part of the Fund Property provided that the aggregate amount secured by such mortgage, charge or pledge shall not exceed the limits provided under the Rules and/or any law for the time being in force.

2.5.6 Liability of Management Company & Trustee:

Neither the Trustee nor the Management Company shall incur any liability by reason of any loss to the Trust or any loss that Unit Holders may suffer by reason of any depletion in the Net Asset Value that may result from any borrowing arrangements made hereunder in good faith.

2.6 Transactions with Connected Persons

2.6.1 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 scheduled Bank approved by the Management Company, having at least minimum investment grade rating, as per criteria laid down by a credit rating agency approved by the Commission. The Bank shall allow profit thereon in accordance with the rules prescribed by the Bank or financial institution for sharing of profits or mark-up on deposits maintained in such account or under any other arrangement approved by the Management Company.

2.6.2 Money can be borrowed from the Trustee or any other institution provided that the charges are not higher than the usual bank charges.

2.6.3 Subject to the Rules, any transaction between the trust and the Management Company or any of their connected persons as principal shall only be made with the prior written consent of the Trustee.

2.6.4 The Trust shall not invest in any security of a company if any director or officer of the Management Company or any of its connected persons owns more than five percent of the total nominal amount of the securities issued of such company, or

collectively the directors and officers of the Management Company or any of their connected persons own more than ten percent of the securities issued of the said Company.

2.6.5 The Trust shall not purchase from or sell any security to the Management Company or to any director, officer or employee of the Management Company or Trustee or to any person who beneficially owns ten percent or more of the equity of the Management Company or the Trustee, save in the case of such party acting as intermediary.

2.6.6 For the purpose of sub-Clauses 2.6.4 and 2.6.5 above the term director, officer and employee shall include spouse, lineal ascendants and descendants, brothers and sisters.

2.7 Risk Disclosure

Investors must note that investments in mutual funds are subject to various risks. A targeted return/dividend range cannot be guaranteed. It should be clearly understood that the investment portfolio of HBL-SF is subject to market fluctuations and other risks inherent in all such investments. The risk emanates from various factors that include, but are not limited to:

2.7.1 Equity Risk - Companies issue equities, or stocks to help finance their operations and future growth. The company's performance outlook, market activity and the larger economic picture influence the price of a stock. When the economy is expanding, the outlook for many companies will be good and the value of their stocks should rise. The opposite is also true. Usually, the greater the potential reward, the greater would be the risk. For small companies, startups, resource companies and companies in emerging sectors, the risks and potential rewards are usually greater. Some of the products and services offered by technology companies, for example, can become obsolete as science and technology advance.

2.7.2 Credit Risk

Credit risk is comprised of default risk, credit spread risk and downgrade risk. Each can have a negative impact on the value of a fixed-income security including money market instruments.

a) Default risk is the risk that the issuer of the security will not be able to pay the obligation, either on time or at all.

b) Credit spread risk is the risk that there may be an increase in the difference between the return/mark-up rate of an issuer's bond and the return/mark-up rate of a bond that is considered to have little associated risk (such as a

government guaranteed bond or treasury bill). The difference between this return/mark-up rates is called a “credit spread”. Credit spreads are based on macroeconomic events in the domestic or global financial markets. An increase in credit spread will decrease the value of fixed income securities including money market instruments.

c) Downgrade risk is the risk that a credit rating agency, such as PACRA or JCR-VIS or any other reputed international credit rating agency may reduce the credit rating of an issuer’s securities. Downgrades in credit rating will decrease the value of those fixed income securities including money market instruments.

2.7.3 Interest Rate Risk

Debt securities including money market instruments, government securities or corporate debt securities generally pay a fixed rate of coupon/mark-up. The value of the Fund due to its holding in debt securities will rise and fall as market interest rates change. When interest rates rise, the value of an existing fixed income debt security will fall because the coupon rate on that bond is less than prevailing return/mark-up rates and vice versa.

2.7.4 Counterparty Risk

The risks with repo / reverse repo / money market placement transactions are that the other party may default under the agreement or go bankrupt. In a reverse repurchase transaction, the Fund may be left holding the security and may not be able to sell it at the same price it paid for it, plus return/mark-up, if the market value of the security has dropped. In the case of a repurchase transaction, the Fund could incur a loss if the value of the security sold has increased more than the value of the cash or collateral held.

2.7.5 Risk Associated with Investing in Continuous Funding System

In case of default by the counter party, the Fund may be subject to settlement risk in extreme circumstances. In such circumstances the Fund may be exposed to market fluctuation risks associated with that specific security.

2.7.6 Risk Associated with Unlisted Debts

Generally the liquidity risk in case of unlisted debt security is higher compared to listed securities.

2.7.7 Voluminous Purchase/Redemption of Fund Units Risk

Any significant transaction made by any investor could significantly impact a Fund’s cash flow. If the third party buys large amounts of Units of a Fund, the Fund could temporarily have a high cash balance. Conversely, if the third party redeems large amounts of Units of a Fund, the Fund may be required to fund the redemption by selling securities at an inopportune time. This unexpected sale may have a negative impact on the performance of the Fund.

2.7.8 Derivative Risk

Derivatives may be used to limit or hedge potential losses associated with capital markets and return/mark-up/coupon rates. This process is called "hedging". Derivatives may also be used for non-hedging purposes - to reduce transaction costs, achieve greater liquidity, create effective exposure to financial markets or increase speed and flexibility in making portfolio changes. Any use of derivatives has risks, including:

- a) The hedging strategy may not be effective.
- b) There is no guarantee that a market will exist when a Fund wants to buy or sell the derivative contract.
- c) A large percentage of the assets of a Fund may be placed on deposit with one or more counter parties, which exposes the Fund to the credit risk of those counterparties.
- d) There is no guarantee that an acceptable counterpart will be willing to enter into the derivative contract.
- e) The counter-party to the derivative contract may not be able to meet its obligations.
- f) The Exchanges on which the derivative contracts are traded may set daily trading limits, preventing a Fund from closing out a particular contract.
- g) If an Exchange halts trading in any particular derivative contract, a Fund may not be able to close out its position in that contract.
- h) The price of a derivative may not accurately reflect the value of the underlying security or index.

2.7.9 Currency Risk

The Fund may be affected favourably or unfavourably by changes in currencies and exchange control regulations. The income earned by HBL-SF may also be affected by fluctuations in foreign exchange rates.

2.7.10 Other Risks Involved:

- a) Mismanagement of the investee company, third party liability whether through class action or otherwise or occurrence of other events such as strikes, fraud etc., in the company in which the investment is made.
- b) Break down of law and order, war, terrorist activity, natural disasters etc.
- c) Senior rights of some creditors over other creditors in the event of winding up.
- d) Volatility in prices resulting from their dependence on market sentiment, speculative activities, supply and demand for the securities and liquidity in the market.

- e) Failure of financial market/stock exchanges, the settlement system, the clearing system or the depository.
- f) Any governmental or court order restraining payment of principal or income.
- g) Prices of Units and income from them may go up and down.

2.8 Extraordinary Circumstances

Under extraordinary circumstances the Management Company, may announce a suspension or deferral of redemption in such cases invoke a Queue System or announce winding-up in such events the investor will probably have to wait for the payment beyond the normal period and the redemption amount so determined may be lower than the price at the time the redemption request is lodged. Investors are advised to read the relevant clauses of the Fund's Trust Deed for more detailed information regarding this clause.

2.9 Disclaimer

The Units of HBL-SF are not bank deposits and are neither issued by, insured by, obligations of, nor otherwise supported by the Commission, any Government agency, the Trustee (except to the extent specifically stated in this document and the Trust Deed) or any of the shareholders of the Management Company or any of the Core Investors or any other bank or financial institution.

3 - OPERATORS AND PRINCIPALS

3.1 Management Company

3.1.1 Organization:

HBL Asset Management Limited is a Non-Banking Finance company with a license to perform Investment Advisory and Asset Management Services as per NBFC Rules 2003. HBL Asset Management Limited is a wholly owned subsidiary of Habib Bank Limited. The paid up capital of HBL Asset Management Limited is Rs. 100 million, held by:

Names	No. of units	Rupees
Habib Bank Limited	9,999,996	99,999,960
R. Zakir Mahmood	1	10

Shahid Ghaffar	1	10
Sohail Malik	1	10
Ayaz Ahmed	1	10

PERFORMANCE OF HBL ASSET MANAGEMENT LIMITED AND HBL INCOME FUND

HBL ASSET MANAGEMENT LIMITED:

HBL Asset Management is currently managing one fund by the name of HBL Income Fund. The assets under management as on July 31st, 2007 were Rs. 6.2 billion. HBL Asset Management plans to offer a wide array of products and services in the future to cater to the financial needs of various classes of investors.

HBL INCOME FUND:

HBL Income Fund commenced its operations on March 19, 2007. The Fund was offered for Initial Public Offering (IPO) on March 15, 2007 to March 17, 2007. A sum of Rs 249.4 million was received from general public investors in IPO. In addition, a sum of Rs 2.514 billion was received from Core Investor/Pre-IPO investors. The response from pre-IPO investors amounting to Rs 2.264 million was the highest amongst open end mutual funds' history in Pakistan. This is an indication of the highest level of confidence that investors have shown in our Sponsors and Management.

The Fund earned a total income of Rs 151.051 million for the period from March 19, 2007 to June 30, 2007. After deducting total expenses of Rs 19.677 million, net profit of Rs 131.374 million was available for distribution. The NAV of the fund consistently increased from Rs.100/- on inception to Rs. 102.73 as on June 30, 2007. The increase in NAV during the period was Rs.2.73/-, translating into an annualized return of 9.58%. The Board approved a bonus distribution at Rs. 2.65 per unit which entitles each eligible unit holder 0.02648 units for each existing unit held on June 30, 2007.

The assets under management as on July 31st, 2007 were Rs.6.2 billion.

3.2 Board Of Directors Of Management Company

<i>Name , Occupation and Address</i>	<i>Position</i>	<i>Other Directorships</i>
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R. Zakir Mahmood
Banker
C-70, KDA Scheme # 1, Karachi

Chairman

- i. Habib Bank Limited
- ii. Habib Allied International Bank Plc, U.K.
- iii. Habib Finance International Ltd, Hong Kong
- iv. Habib Finance (Australia) Australia
- v. Platinum Habib Bank Plc, Nigeria
- vi. Khushhali Bank Limited
- vii. First Women Bank Ltd
- viii. Habib Bank Financial Ser (Pvt.)Ltd

Shahid Ghaffar
Investment Banker
B-114, Block 13 D-2, Gulshan-e-Iqbal
Karachi

Chief Executive Officer

None

Sohail Malik
Banker
74/1 Street 16, Phase VI, DHA, Karachi

Director

- i. Platinum Habib Bank Plc, Nigeria
- ii. Habib Bank Financial Ser (Pvt) Ltd

Abid Sattar
Banker

Director

None

20-B/2 1st Central Lane, DHA, Phase
Karachi

<p>Towfiq Chinoy Business Executive 45B, 8th Circular Street, Phase II, Karachi</p>	<p>Director DHA</p>	<ul style="list-style-type: none"> i. New Jubilee Insurance Company Limited ii. Pakistan Cables Ltd. iii. International Industries Ltd. iv. BOC Pakistan Ltd. v. New Jubilee Life Insurance Company (Pakistan) Ltd. vi. IGI Bank Ltd. <p>Pak Chemicals Ltd.</p> <ul style="list-style-type: none"> viii. Continental Furnishing Company Pvt. Ltd.
<p>Sadia Khan Business Executive 6B, 12th South Street Extension, DHA Phase II, Karachi</p>	<p>Director</p>	<ul style="list-style-type: none"> i. First Micro Finance Bank Ltd. ii. Kashf Foundation

3.2.1 Profile of Directors

R. Zakir Mahmood, Chairman

Mr. Zakir Mahmood holds MBA and Masters of Engineering Degrees from University of California, Los Angeles. He has extensive experience of over 28 years in international banking with two of the largest banks in the World. He has extensive banking experience in Pakistan, Middle East and European Markets. He is President and CEO of HBL since February 2000. Mr. Zakir played a major role in restructuring and shaping up HBL for privatization.

Shahid Ghaffar, CEO

Mr. Shahid Ghaffar holds an MBA Degree from Gomal University, D.I.Khan, NWFP, Pakistan. Mr. Ghaffar has extensive experience of fund management in Pakistan. He has served NIT, one of the biggest open-ended funds in the Country, for about 21 years working in different capacities in the Asset Management Division and at various stages was involved with the appraisal and monitoring of projects, the debt/fixed income portfolio, the equity portfolio and trading desk. In 1996 Mr. Ghaffar became responsible for the Asset Management Division and actively participated in the re-construction of NIT during the crises period 1996-1998.

Mr. Ghaffar served as the first non-member Managing Director of Karachi Stock Exchange (KSE) for over 2 years during the period 1998-2000 and was instrumental in introducing effective risk management systems at KSE.

He has also served as Executive Director / Commissioner (Aug.2000-Nov.2005) at the Securities and Exchange Commission of Pakistan and actively participated in the successful implementation of wide ranging reforms in the capital market.

Sohail Malik, Director

Mr. Sohail Malik holds a MBA degree with majors in Finance and Production Management from Indiana University, Bloomington, USA and B.Sc in Electrical Engineering from West Pakistan University of Engineering and Technology, Lahore. Mr. Malik has over 30 years of working experience including over 22 years of extensive banking experience in various disciplines. He joined HBL as SEVP/Member Management Committee and Head of Credit Policy in April 1998 as part of the professional management team to prepare the bank for privatization. He developed and implemented a comprehensive credit policy manual in HBL and was also instrumental in setting up an effective risk management system in HBL. Mr. Malik was extensively involved in the restructuring of HBL's stuck up loan portfolio. He has contributed in the growth of HBL's improved new loans portfolio over the last 8 years through industry diversification, focus on quality borrowers and effective staff training. He is a Member of HBL's Equity Investment Committee and ALCO.

Abid Sattar, Director

Mr. Abid Sattar holds a MBA in Finance from Punjab University with Gold Medal for securing Top position and M.Phil in Economics and Politics of Development from Cambridge University, UK. Mr. Sattar was also awarded Quaid-e-Azam Merit Scholarship – the most coveted academic scholarship by Government of Pakistan for studying abroad. Mr. Sattar has extensive experience of over 24 years in Corporate & Consumer and Retail Banking, both in Pakistan as well as abroad. Mr. Sattar holds the distinction of being one of the pioneers in the establishment of Consumer Business in Pakistan with renowned banks such as Citibank NA, ANZ Grindlays Bank and Standard Chartered Bank. Currently, he is SEVP/Member Management Committee and Group Executive Retail & Consumer Banking at Habib Bank Limited (HBL). Before joining HBL in April 2006, Mr. Sattar was working with Standard Chartered Bank as Regional Head of Consumer Banking-Northern Gulf & Levant.

Towfiq Habib Chinoy, Director

Having completed his Higher National Certificate in Mechanical Engineering from Luton and South Beds College (UK), Mr. Chinoy undertook his Engineering Apprenticeship at Vauxhall / Opel Motors (UK) and worked at the Bombay Garage Limited (1960-63). He joined International Industries Limited in 1964 where he presently holds the post of Managing Director.

Mr. Chinoy also serves as Chairman of the Board of Directors for New Jubilee Insurance and Pakistan Cables Limited and as Director at BOC Pakistan Limited, New Jubilee Life

Insurance and First International Investment Bank and Pakistan Centre for Philanthropy. Mr. Chinoy is currently also serving as President at Sind Club, Vice President at the Management Association of Pakistan and Governor of the Indus Valley School of Arts and Architecture.

Sadia Khan, Director

Ms. Sadia Khan holds a MBA from Insead (France), a Masters in Economics from Yale University (USA) and an undergraduate degree in Economics from Cambridge University (UK). Ms. Khan has extensive experience in finance and management having worked with such highly reputed institutions as Lehman Brothers, United Nations and Asian Development Bank. From 2000-2003, Ms. Khan was the Executive Director Non-Banking Finance Companies at the Securities and Exchange Commission of Pakistan and most recently (03-05) Head of Strategic Management at the State Bank of Pakistan where she was responsible for designing the strategic planning framework for State Bank of Pakistan and the formulation of its long-term strategic plan.

Miss Khan was a member of several Task Force/Committees such as the Restructure of the Non-bank Finance Sector and Introduction of Fiscal Incentives for Mergers/Acquisitions in Pakistan's financial sector and attended various conferences and workshops throughout the world.

FINANCIAL SUMMARY OF LISTED ASSOCIATED COMPANIES OF LAST FIVE YEARS

New Jubilee Life Insurance					
Year Ended December 31	2006	2005	2004	2003	2002
Stock Holders' Equity (Rs. In millions)	356.77	300.70	253.64	214.49	32.09
Total Assets (Rs in millions)	4041.70	2727.12	1849.33	1287.36	751.21
EPS Per Share (Rs)	1.32	0.67	0.78	0.88	-0.22
Cash Dividend Per Share %	5%	0%	0%	0%	0%
Stock Dividend Per Share %	0%	0%	0%	0%	0%

IGI Investment Bank					
Year Ended June 30	2006	2005	2004	2003	2002
Stock Holders' Equity (Rs. In millions)	644.56	665.94	591.20	449.23	404.38
Total Assets (Rs in millions)	5292.54	4409.69	3430.00	3340.00	2960.00
EPS Per Share (Rs)	0.89	1.78	1.11	1.95	1.87
Cash Dividend Per Share %	0%	14%	0%	0%	0%
Stock Dividend Per Share %	10%	0%	15%	15%	15%

International Industries Ltd.					
Year ended June 30	2006	2005	2004	2003	2002
Shareholders Equity (millions)	1471.00	1169.00	780.00	445.00	505.00
Total Assets(millions)	5247.00	4940.00	4243.00	2808.00	1947.00
EPS Per Share (Rs)	12.47	8.72	9.19	4.42	3.87

Cash Dividend Per Share %	50%	38%	100%	70%	70%
Stock Dividend Per Share %	33%	110%	25%	15%	0%

NJI General					
Year ended December 30	2006	2005	2004	2003	2002
Shareholders Equity (millions)	2034.00	1303.00	747.00	639.00	490.00
Total Assets(millions)	4377.00	2785.00	2437.00	2011.00	1537.00
EPS Per Share (Rs)	9.58	6.33	3.19	4.19	2.46
Cash Dividend Per Share %	40%	30%	30%	30%	30%
Stock Dividend Per Share %	25%	20%	15%	15%	15%

BOC Pakistan					
Year Ended September 30	2006*	2005	2004	2003	2002
Shareholders' Equity (Rs. in millions)	1212	1063	1019	912	761
Total Assets (Rs. in millions)	1968.022	1964.844	1937.684	1833.40	1931.50
EPS Per Share (Rs)	17.96	14.77	13.26	14.54	12.05
Cash Dividend Per Share %	150%	120%	130%	120%	170%
Stock Dividend Per Share %	0%	0%	0%	0%	0%

* From Sept 2005 to Dec 2006

3.2.2 Management Profile

Shahid Ghaffar, CEO

Mr. Shahid Ghaffar holds an MBA Degree from Gomal University, D.I.Khan, NWFP, Pakistan. Mr. Ghaffar has extensive experience of fund management in Pakistan. He has served NIT, one of the biggest open-ended funds in the Country, for about 21 years working in different capacities in the Asset Management Division and at various stages was involved with the appraisal and monitoring of projects, the debt/fixed income portfolio, the equity portfolio and trading desk. In 1996 Mr. Ghaffar became responsible for the Asset Management Division and actively participated in the re-construction of NIT during the crises period 1996-1998.

Mr. Ghaffar served as the first non-member Managing Director of Karachi Stock Exchange (KSE) for over 2 years during the period 1998-2000 and was instrumental in introducing effective risk management systems at KSE.

He has also served as Executive Director / Commissioner (Aug.2000-Nov.2005) at the Securities and Exchange Commission of Pakistan and actively participated in the successful implementation of wide ranging reforms in the capital market.

Rehan N. Shaikh, COO

Prior to joining HBL Asset Management Ltd at its inception, Mr. Rehan Shaikh worked at State Street Corporation in USA. With \$9.8 trillion in assets under custody and \$1.4 trillion under management, State Street is world leader in financial services. While

there, Mr. Shaikh managed several groups which performed operations including fund accounting, custody, security pricing, audit, financial reporting and risk management. He also managed several technology projects designed to increase productivity while gaining efficiencies in business groups.

During his 10 years at State Street Mr. Shaikh managed accounts for several institutional clients, including Federated Investors, MFS Investment Management and Wachovia Bank. Mr. Shaikh led several mergers and back office conversions and also helped establish an operational department servicing State Street's largest client, migrating 250 funds and \$111 billion in assets to State Street.

Mr. Shaikh managed operations for several types of mutual funds, including Mini/Mid/ Max Cap, Income, Balanced, Growth, Hedge, High Yield, Mortgage Backed, International and Emerging Markets, Money Market and REITS funds. While managing these funds, he developed a solid understanding of different security types, including but not limited to Equities, Mortgage Backed Instruments, Corporate Bonds, Government Treasury Bills, Municipal Bonds, International Debt and Equity, Futures, Forwards, Options, SWAPS, REITS, TIPS, TRAINS, REMICS and Restricted Securities.

Mohammad Amir Khan - Fund Manager

Mr. Amir Khan holds an MBA degree from Adamson University, Manila; Philippines.

Mr. Khan has a rich and diversified experience of over 12 years in treasury, investments and finance. Mr. Khan started his career with prestigious Hub Power Company Limited in 1993 as trainee officer and has been associated with the financial sector since 1996, when he joined Al Faysal Investment Bank Limited (Now Faysal Bank Limited) in the Treasury Department. He then joined Saudi Pak Leasing Company as the Chief Dealer Treasury. During his tenure at Saudi Pak Leasing he got exposure in money market, PIBs, Corporate Bonds, Reverse Repo, Clean Placements, COIs, COT transactions & Equity Investments. Prior to joining HBL Asset Management Limited he was serving as Senior Vice President and head of Fixed Income Sales at Invisor Securities (Pvt.) Limited, a corporate brokerage house licensed by Securities and Exchange Commission of Pakistan.

Shah Faisal - Head of Marketing

Mr. Shah Faisal holds an MBA degree from University of East Manila, Philippines. Mr. Faisal holds a diverse and extensive experience of over 15 years working in the financial industry in Pakistan and has been involved in marketing of various financial products. His specialized area of activity and clientele has been in the local corporates as well as the SME sector in Pakistan.

Mr. Faisal's career started with ABN AMRO Bank in 1991 where he joined in the Credit Division. Moving on from ABN AMRO, Mr. Faisal joined Ghemni Leasing in 1992 and moved on to advance his career further with First Dawood Investment Bank Limited in 1995 as Assistant Vice President. Mr. Faisal progressed to become Senior Vice President and Group Head of Marketing in First Dawood Investment Bank Limited; monitoring the portfolio of group companies, business development, mergers and acquisitions and

fostering mutually beneficial relationships with corporates and high net worth clients. Mr. Faisal was also closely involved with the launch and subsequent expansion of Dawood Money Market Fund and First Dawood Mutual Fund and has served as director at Dawood Capital Management Ltd.

Prior to joining HBL Asset Management, Mr. Faisal was Chief Executive of Financial World Modaraba Ltd., an investment advisory and financial facilitation company to Small-Medium Enterprises.

Noman Ahmed - Manager Compliance

Mr. Soomro is a qualified Chartered Accountant from the Institute of Chartered Accountant of Pakistan (ICAP).

Prior to joining HBL Asset Management, he was working at A.F.Ferguson Chartered Accountants; a member firm of Pricewaterhouse Coopers. During his five years at A.F.Ferguson with the Assurance and Business Advisory Services of the firm, he conducted audits of major financial institutions of Pakistan including local and foreign commercial banks, mutual funds, modarbas, housing finance company and leasing companies.

Mr. Soomro was also a key member of the team which conducted pre-acquisition Financial and Taxations Due Diligence Review of a commercial bank in Pakistan. Mr. Soomro has also conducted Internal Audit reviews of a large commercial bank and a foreign bank where the responsibilities included reporting on effectiveness and efficiency of internal audit department and independent reporting on internal control weaknesses.

Naveen Jumani - Manager Finance

Miss. Naveen is a CA Finalist from the Institute of Chartered Accountant of Pakistan (ICAP).

Prior to joining HBL Asset Management, she was working at A.F.Ferguson Chartered Accountants; a member firm of Pricewaterhouse Coopers. Last year she was working in Tax and Legal Services department at A.F.Ferguson where she was involved in tax and consultancy services of banks and major oil and gas companies.

During her four years article ship with A.F.Ferguson, she worked in the Assurance and Business Advisory Services of the firm performing audits of several Companies in various sectors including, oil and gas, Insurance, banking and major companies of services industry of Pakistan. Her responsibilities during audit included planning and supervision of the audit engagements, assessment of business and audit risks of clients, reporting on internal control weaknesses and assisting clients in preparation of financial statements.

Faran Hussain - Incharge Investor Service

Mr. Faran Hussain graduated from Govt. Premier College in 1997. He has over four years of experience to his credit including two years as Accounts Officer at Procon Engineering (Pvt.) Ltd and two and a half years at UBL Fund Managers as an Operations Officer. During his time at UBL Fund Managers, Mr. Hussain was involved in daily

NAV calculations, preparation of reconciliation accounts, registrar services and various Unit Holder services.

3.2.3 Duties and Responsibilities of the Management Company

- (i) The responsibilities of the Management Company is to promote the sale of Units in HBL-SF, invest and manage the assets of HBL-SF according to the provisions of the Deed and the Rules, in good faith, to the best of its ability and without gaining any undue advantage for itself or any connected persons or its Officers.
- (ii) The Management Company shall maintain proper accounts and records of HBL-SF to enable a complete and accurate view of assets and liabilities, income and expenditure, all transactions, and amounts received in respect of issue of Units and paid out by HBL-SF on redemption of Units and by way of distributions, as required under the Rules.
- (iii) The Management Company shall prepare and transmit physically to Unit Holders, the Commission and the Trustee the annual report together with balance sheet, income and expenditure account and auditors' report of HBL-SF as per the NBFC Rules. The management company shall also prepare and transmit physically (or through electronic means or on the web subject to the Commission's approval) to Unit Holders, the Commission and the Trustee , the balance sheet and income and expenditure account of HBL-SF on quarterly basis, in accordance with the Rules.
- (iv) The Management Company shall make available to the Trustee all information relating to the Fund. The Management Company shall account to Trustee for any loss in value of the assets of HBL-SF caused by its negligence, reckless or wilful act or omission.
- (v) The Management Company shall be responsible for all acts and omissions of all persons or agents to whom it may delegate the performance of its duties, as if these were its own acts and omissions.
- (vi) The Management Company shall instruct the Trustee on purchase, including placement of cash, and sale of investments.
- (vii) The Management Company shall not be under any liability except such liability as may be expressly assumed under the Rules and the Deed nor shall the Management Company (save as otherwise provided) be liable for any act or omission of the Trustee nor for anything except its own negligence or wilful breach of duty.
- (viii) The Management Company shall if it considers necessary request the Trustee in writing, for the protection of Deposited Property or

safeguarding the interest of the Unit Holders, to institute or defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in respect of the Deposited Property or any part thereof.

3.3 Trustee – Central Depository Company

Central Depository Company of Pakistan Limited (CDC), a company incorporated under the Companies Ordinance 1984, with its registered office at CDC House, 99-B, Block B, Main Shahrah-e-Faisal, S.M.C.H.S, Karachi was incorporated as a public limited company on January 21, 1993 in Pakistan and received certificate of commencement of business on August 10, 1994. The principal business activity of the company is to act as a depository for securities and to open securities account. From the year 2002, CDC expanded its business activity to provide trustee/ custodial services to mutual funds sector. CDC is acting as trustee for funds under management by several leading asset management companies/ investment advisers.

3.3.1 Trustee: Duties and Responsibilities

- i. The Trustee shall take into its custody and under its control all the property of HBL-SF and hold it in trust for the Unit Holders in accordance with the law and the provision of the Constitutive Documents and the cash and registerable assets shall be registered in the name of, or to the order of the Trustee.
- ii. The Trustee shall carry out the instructions of the Management Company in all matters including investment and disposition of the Deposited Property, unless they are in conflict with the Deed, the Rules and the Offering Documents or all applicable laws.
- iii. The Trustee shall ensure that all issues and cancellations of Units of HBL-SF and the methods adopted by the Management Company in valuing Units for the purposes of determining the Offer and Redemption Prices are adequate and are carried out in accordance with the provisions of the Constitutive Documents.
- iv. The Trustee shall issue a report to the Unit Holders to be included in the annual report, whether in its opinion, the Management Company has in all material respects managed the Deposited Property in accordance with the provisions of the Rules and the Constitutive Documents and if the Management Company has not done so, the respects in which it has not done so and the steps the Trustee has taken in respect thereof.
- v. The Trustee shall, if requested by the Management Company or if it considers necessary for the protection of the Deposited Property or safeguarding the interest of Unit Holders, institute or defend any suit,

proceedings, 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. It is clarified that the Trustee shall be entitled to be reimbursed, out of the Deposited Property, for all costs and expenses incurred in taking the aforesaid action(s).

- vi. The Trustee shall be responsible for all acts and omissions of all persons or agents to whom it may delegate the performance of its duties, as if these were its own acts and omissions.
- vii. The Trustee shall account for any loss in value of the Deposited Property where such loss has been caused by negligence or any reckless or wilful act and/or omission of the Trustee or any of its directors, officers, nominees or agents.
- viii. The Trustee shall not be under any liability on account of anything done or suffered by HBL-SF in good faith in accordance with or in pursuance of any request of the Management Company provided they are not in conflict with the provision of the Deed or the Rules.
- ix. The Trustee shall ensure that the investment and borrowing limitations set out in the Rules and the Constitutive Documents and the conditions under which HBL-SF was authorized are complied with.

3.4 Core Investors

Habib Bank Ltd. Is the Core Investor and has subscribed the amount stated below:

Name	No. of units	Rupees
Habib Bank Limited	2,500,000	250,000,000

Habib Bank Ltd; the core investor has subscribed a sum of Rs. 250 million towards the purchase of 2.5 million Core Units of Rs.100 each. The Core Investor has agreed to hold its investment for a minimum period of two years, as required under the Rules, from the date of close of initial offer period. However, these Units are transferable with the same terms and conditions during the unexpired period.

3.4.1 Pre-IPO Investors

	<i>Institution</i>
1	Habib Bank Ltd.
2	First National Equities Ltd.
3	National Investment Trust
4	Arif Habib Ltd.
5	Arif Habib Securities Ltd.

6	Orix Investment Bank Ltd.
7	Javed Omer Vohra & Company Ltd.
8	New Allied Electronic Industries (Pvt) Ltd.
9	Arif Habib Rupali Bank Ltd.
10	Habib Metropolitan Bank Ltd.
11	Saudi Pak Leasing Company Ltd.
12	The Bank of Azad Jammu And Kashmir
13	Mohammad Ashfaq Hussain (Member KSE)
14	Ismail Abdul Shakoor Securities (Pvt.) Ltd. (Member KSE)
15	Growth Securities (Pvt.) Limited (Member KSE)
16	Bhayani Securities (Pvt.) Ltd (Member KSE)
17	Pioneer Cement Employees Provident Trust
18	Bank Al Habib Ltd.

The amounts received from Core Investors (Seed Capital) and Private Placement (pre-IPO) investors will be deposited in a Bank Account and transferred to the main Bank Account of the Fund upon the close of the Initial Period. Any income, profit, interest etc. earned on the investments by the Core Investor and Private Placement investors will form part of the Trust Property.

3.4.2 Related Party Transactions

3.4.2 (a) None.

3.5 Transfer Agent

The Management Company will perform duties as the Transfer Agent of the Fund. Any change in Transfer Agent will be made with intimation to the Trustee. The Management Company will be responsible for maintaining the Unit Holder's Register, preparing and issuing Account Statements, Unit Certificates and dividend warrants/advice and providing related services to the Unit Holders.

3.6 Custodian

The Central Depository Company of Pakistan Limited (CDC) will be performing the functions of the custodian of the Deposited Property. The salient features of the custodial functions are as follows:

- i. Segregating all property of the Fund from Custodian's own property and that of its other clients.
- ii. Assuring the smooth inflow/outflow of dematerialized securities and such other investments as required.

- iii. Ensuring that the benefits due on investments are received and credited to the Fund's account.

The trustee may, if it considers necessary, appoint additional custodians with the approval of the Management Company and at such terms and conditions

approved by the Management Company, for safeguarding of any portion of the Deposited Property.

3.7 Distribution Companies

HBL-SF will be distributed through various Distribution Companies and their branches authorised for this purpose by the Management Company under intimation to the Trustee, including the main office and branches of the Management Company. A list of the authorised Distribution Companies and their branches is given in Annexure A. The list of the distribution companies mentioned in Annexure A is based on the current address of the Distribution Companies and their authorised branches and can be changed due to relocation of offices or addition or deletion of Distribution Companies and their branches.

3.8 Auditors

The Auditors of HBL-SF are:

A.F Ferguson & Co.

Chartered Accountants

(A member firm of Price Water- House Coopers)

State Life Building #1-C

State Life Square

I.I. Chundrigar Road, P.O.Box 4716

Karachi-74000, Pakistan

- 3.8.1 The Auditors will hold the office until the transmission of the reports and accounts, which will cover the period from commencement of the Trust up to Accounting Period and will be eligible for re-appointment by the Management Company, with the concurrence of the Trustee. However, an auditor may be reappointed for up-to three consecutive terms. Thereafter, that auditor may be appointed after a break in appointment.
- 3.8.2 The Auditors shall have access to the books, papers, accounts and vouchers of the Trust, whether kept at the office of the Management Company, Trustee, Custodian, Transfer Agent, Distribution Companies or elsewhere and shall be entitled to require from the Management Company, Trustee and their directors, officers and agents such information and explanations as considered necessary for the performance of the Audit.

- 3.8.3 The Trustee shall be entitled to require the Auditors to provide such further reports as may be agreed between the Trustee and the Management Company as may be considered necessary to facilitate the Trustee in issuing the certification required under the Rules.
- 3.8.4 The Auditors shall prepare a written report to the Unit Holders on the account and books of account of the Trust and the balance sheet and income and expenditure account and on every other document forming part of the balance sheet and the income and expenditure account, including notes, statement or schedule appended thereto.
- 3.8.5 The contents of the Auditors' report shall be as required under the Rules.

3.9 Legal Advisors

The legal advisors of HBL-SF are;
Mandviwalla & Zafar,
Advocates and Legal Consultants
Mandviwalla Chambers
C-15, Block 2, Clifton, Karachi
Pakistan

3.10 Bankers

The bankers to the Fund are Habib Bank Limited, Bank Al-Habib and any other Bank appointed by the Management Company. The Trustee will operate the bank account of the Fund.

3.11 Bank accounts

- 3.11.1 The Trustee, at the request of the Management Company, shall open Bank Accounts titled **CDC-Trustee HBL-Stock Fund** for the Unit Trust at such branches of Banks and at such locations (including outside Pakistan, subject to applicable regulations and after obtaining necessary written prior approvals from the relevant regulatory authority in Pakistan) as may be requested by the Management Company from time to time. Such accounts may be used for collection, investment, redemption or any other use of the Trust.
- 3.11.2 The Management Company may also require the Trustee to open a separate Bank Account for each dividend distribution out of the Unit Trust. Notwithstanding anything in this Deed, the beneficial ownership of the balances in these accounts shall vest in the Unit Holder(s).

3.11.3 All bank charges for opening and maintaining Bank Accounts for the Trust shall be charged to the Fund.

3.11.4 All interest, income, profit etc. earned in the Distribution Account(s), including those accruing on unclaimed dividends, shall form part of the Trust Property for the benefit of the Unit Holder(s) and shall be transferred periodically from the Distribution Account(s) to the main Bank Account of the Trust.

3.11.5 The amounts received from the Core Investors (seed capital) and private placement investors shall be deposited in a separate Bank Account and transferred to the main bank Account of the Fund after the end of the Initial Period. However such account shall be closed once the funds are transferred in to the main account. Any income, profit, interest etc. earned on the investments by the Core Investor and Private Placement investors will form part of the Trust Property.

4 -CHARACTERISTICS OF UNITS TO BE OFFERED

4.1 Minimum Investment

The Fund is divided into Units having an initial offer price (par value) of Rs. 100 (Rupees One Hundred) each. This price is applicable to core investors, pre-IPO investors and during the initial public offering (IPO). Thereafter the Units will be issued at the offer price pursuant to Clause 4.5.1 of this offering document.

Units can be bought with an initial investment of Rs. 5000 and any addition to existing Units could be made by Rs. 1000 and above.

The Management Company shall have the discretion to change the minimum investment limit.

4.2 Classes of Units and their Features

1. Class R (Restricted / Core Units)

Class R (Restricted/ Core Units) issued to the core investors with no Sales Load. These units cannot be redeemed for a period of two (2) years from the date of closure of Initial offering Period. However such units are transferable.

2. Class A Units (Private Placement / Initial Public Offer)

Class A units are being offered and issued during the Private Placement and Initial Public Offer Period (IPO) with no Sales Load.

3. Class B Units

Class B Units shall be offered and issued after the expiry of the Initial Public Offering (IPO). The sales load will be charged as mentioned in Annexure B

The Management Company may, with the consent of the Trustee and after obtaining prior approval of the Commission, introduce and offer other classes of Units.

4.3 Features of Units

- 1 All Units and fractions thereof represent an undivided share in the Fund and shall rank pari passu according to the number of Units held by each Unit Holder, including the rights of the Unit Holders in the Net Assets, earnings and the receipt of dividends and distributions.
- 2 Units shall be accounted for in fractions up to two decimal places or as may be prescribed by the management company from time to time with prior approval of the Trustee and properly disclosed to the Unit Holders or Investors.
- 3 Statements may be sent to the Unit Holders after the close of the Accounting Period and each time any activity takes place in the account indicating Units held on the statement date. The Unit Holders may obtain more frequent statements at designated address by paying a fee not exceeding Rs. 25 per statement representing the costs involved.
- 4 Unit Holders may obtain Physical Certificates representing the Units they hold by paying a fee not exceeding Rs. 100 per certificate. However cases of transmission of Units shall be processed only on production of the Physical Certificates. In the event of loss or defacing of Certificates, the process shall be carried out subject to appropriate safeguards to the satisfaction of the Registrar and the associated cost if any will be borne by the Unit Holder.

4.4 Frequency of Valuation and Dealings

- a) Units can be purchased at the Offer Price and redeemed at the Redemption Price at any of the Authorized Distribution Offices on any Business Day during business hours in accordance with the procedure set out in this Offering Document.
- b) During the period the Register is closed, as mentioned in clauses 4.9 of this Offering Document, the sale and redemption of Units will be suspended.
- c) The Management Company may decline to issue units to any applicant, if it is of the opinion that it will not be possible to invest inflow of fund or to meet any regulatory requirement.

- d) For the Classes of Units and Offer Prices during the Initial Period, please refer to clause 4.1 and clause 4.2 of this Offering Document.
- e) After the Initial Period, the Management Company shall announce the Offer and Redemption Prices daily, calculated on the basis of the NAV and adjusted for such load, transaction costs, charges and duties as are described herein. The method of calculation shall be cleared to the Trustee's satisfaction that such method is adequate for ensuring accurate calculation of the NAV of the Fund.
- f) The Offer Price shall be equal to the sum of the Net Asset Value (NAV) as of the close of the Business Day (in the event there are closed days, for any reason, following that Business Day, the NAV so determined shall be adjusted for the accrual of income or losses if any for such closed days), Transaction Cost, any Sales Load not exceeding 5% of the Net Asset Value (Please refer to Annexure "B" for the current level of load) and such amount as the Management Company may consider appropriate provision for Duties and Charges. The Offer Price so determined shall apply to purchase requests, complete in all respects, received by the Distributor and / or Management Company including realization of payment during the business hours on the Business Day on which the Investment Form has been received.
- g) The Redemption Price shall be equal to the sum of the Net Asset Value (NAV) as of the close of the Business Day (in the event there are closed days, for any reason, following that Business Days, the NAV so determined shall be adjusted for the accrual of income or losses if any for such closed days) less Transaction Cost, if any, a Back-End Sales Load (Load) not exceeding 5% of the Redemption Price (Please refer to Annexure "B" for the current level of load) and such amount as the Management Company may consider appropriate provision for Duties and Charges. The Redemption Price so determined shall apply to redemption requests, complete in all respects, received by the Distributor and / or Management Company during the business hours on the Business Day on which the Redemption Form has been received. However, the Back-End Load may not be deducted from the NAV for such units that are being converted in another scheme managed by the Management Company.
- h) The Management Company shall, at such frequencies as may be prescribed in this Offering Document or under the Rules, determine and announce the Net Asset Value based prices of the Units. Under certain circumstances as provided in this Offering Document, the Management Company may suspend the announcement of the prices.
- i) The Management Company shall publish the Offer and Redemption Prices in at least one newspaper on a daily basis

- j) The prices determined, as described hereinabove shall be subject to adjustment for any taxes payable in the jurisdiction of the transaction.

4.5 Issue of Units

4.5.1 Determination of Offer Price

- 1 After the Initial Period the NAV shall be calculated by dividing the Net Assets by the number of Units outstanding and the Offer Price shall be calculated and announced by the Management Company on a daily basis.
- 2 The Offer Price shall be equal to the sum of:
 - (a) The Net Asset Value as of the close of the Subscription Day on which completely and correctly filled prescribed application form is received along with realized payment and within the business hours as announced by the Management Company from time to time.
 - (b) Any Front-end Load; and
 - (c) Such amount as the Management Company may consider an appropriate provision for Duties and Charges;

Such sum shall be adjusted downwards to two decimal places or as may be prescribed by the Management Company from time to time with prior approval of the Trustee and properly disclosed to the Unit Holders or Investors.

4.5.2 Who Can Apply?

Applications for the issue of Units in HBL-SF may be made by any investor or any related group of investors qualified or authorized to purchase the Units pursuant to the procedures described in Clause 4.5 of this Offering Document, including but not limited to:

1. Citizens of Pakistan resident in Pakistan: in respect of minors below 18 years of age, applications should be made by their guardians.
2. Companies, corporate bodies, financial institutions, banks, partners of a firm and societies incorporated in Pakistan so long as such investment is permitted under their respective memorandum and articles of association and/or bye-laws.
3. Pakistanis resident abroad, foreign nationals and companies incorporated outside Pakistan, subject to the regulations of the State Bank of Pakistan and the Government of Pakistan and any such regulations and laws that

may apply to their place of residence, domicile and citizenship. The payment of dividends and redemption proceeds to such investors shall be subject to the relevant taxation and exchange regulation/laws. Any person making an application for the issue of Units in HBL-SF shall warrant that he is duly authorized to purchase such Units.

4. Provident Funds constituted by companies registered under the Companies Ordinance, 1984, subject to conditions and investment limits as laid down in Employees Provident Fund (Investment in Listed Securities) Rules, 1996, as amended by S.R.O.
5. Provident, Pension and Gratuity Funds constituted by organizations other than companies under section 20(h) of the Trusts Act 1882, (11 of 1882).
6. Insurance companies under the Insurance Ordinance, 2000.
7. Non Profit organizations under section 213(i) of the Income Tax Rules 2002.

The onus for being qualified lies with the investor and neither the Management Company, nor the Trustee, nor the Registrar, nor the Distributors, nor the Facilitator/Sales Agents accept any responsibility in the regard.

4.5.3 Account Opening Application Procedure

- 1) Fully completed application form for purchase of Units, accompanied by the full amount for the investment and copies of the documents listed below should be delivered at any of the Authorized Branches of the Distributor or may be submitted to the Management Company directly or through an Investment Facilitator or Sales Agent during the Business hours on each Business day. Only Authorized Branches of Distributors (as listed in Annexure A) are authorised to collect application and payment for issue of units.
- 2) In case of individual applicants a photocopy of the Computerized National Identity Card (CNIC) of the applicant or any other form of identification acceptable to the Management Company along with any other required document as specified in the application form.
- 3) In case of a body corporate or a registered society or a trust,
 - i. Investors Name
 - ii. List of authorized signatories along with copy of the National Identity Card and specimen signatures
 - iii. Copy of the memorandum and articles of association/charter/bye-laws or rules and regulations;

- iv. Copy of power of attorney and/or relevant resolution of the board of directors delegating any of its officer to invest the funds and/or to realize the investment;
 - v. Bank Details;
 - vi. Instructions for dividend mandate, Zakat and Tax Status; and
 - vii. Other relevant documents as may be required by the Management Company.
- 4) In case of existing Unit Holders, if any of the documents have previously been deposited with the Management Company or Transfer Agent, fresh submission of documents will not be required provided that the deposited documents are acceptable to the Management Company. However, the previous account number/registration number/folio number must be provided to facilitate linking.
- 5) The Distribution Office and Management Company as the case may be will be entitled to verify the particulars given in the application form. In case of any incorrect information the application may be rejected, if the applicant has not rectified the discrepancy.
- 6) If the application is incomplete or incorrect in any way the Distribution Office/Management Company/Transfer Agent will advise the applicant in writing to remove the discrepancy within a period of fifteen days, failing which the application will be rejected and the amount will be refunded without any interest or mark-up. However in the event Units have been issued and a material discrepancy is discovered subsequent to that, the Management Company, Transfer Agent or Distributor will advise the applicant in writing to remove the discrepancy within fifteen days and if the investor, in the opinion of the Transfer Agent, fails to remove the discrepancy without good cause, the Units shall be redeemed at the Redemption Price on the date the Units are so redeemed. The Unit Holder shall not be entitled to any payment beyond the redemption value so determined.
- 7) In the event payment has been accepted by crossed-cheque or pay order, or in such form as prescribed by the Management Company from time to time after notification of 15 days to the Unit holders, the Transfer Agent will not process the application of subscription till the payment has been realised and cleared by the Fund's Bank.
- 8) The applicant must obtain a receipt duly signed and stamped by an authorised official confirming the receipt of the application from the Authorized Branch of the relevant Distribution Office, where application for purchase of units was submitted.
- 9) Once the investor account has been opened, the investor will be allotted a specific registration/folio number which can be used for all future transactions to facilitate reference and linking.

- 10) Investors will be allotted Units based on the Offer Price of the Fund as announced by the Management Company on the day the payment is realized for a duly completed application form within the hours on a Business Day as prescribed by the Management Company from time to time. The Investor will be provided an Account Statement within fifteen (15) Business Days after the Units have been issued.
- 11) In the event a cheque or any other instrument is returned unpaid, the Management Company will assume the application for subscription to be regarded as void and the Units if allotted will be cancelled and the investor informed accordingly. The investor will be asked to submit fresh payment for the said Units which will then be allotted based on the Offer Price of the Fund as announced by the Management Company on the day the payment is realized.

4.5.4 Joint Application

(a) Joint application can be made by up to four applicants. Such persons shall be deemed to hold Units on first holder basis; however, each person must sign the application form and submit a copy of their Computerized National Identity Card or any other identification documents acceptable to the Management Company.

(b) The first named Holder shall receive all notices and correspondence with respect to the account, as well as proceeds of any redemption requests, or dividend or fractional payments. Such person's receipt or payment into the designated bank account shall be considered as a valid discharge by the Trustee/Management Company of its obligations.

(c) In the event of death of the first Holder, the person in the order of survivor(s) as stated in the application form shall be the only person recognized by the Trustee/Management Company/Transfer Agent to receive all notices and correspondences with regards to the accounts, as well as proceeds of any redemption requests or dividend or fractional payments. Such person's acknowledgement of receipt of proceeds shall be considered as the valid discharge by the Management Company or Trustee of its obligations.

Provided however the Trustee and/or the Management Company may at their discretion request the production of a Succession Certificate from an appropriate Court before releasing of redemption requests or dividends in cases of doubts or disputes among the Joint Unit Holders and/or the legal heirs or legal representatives of the deceased.

4.5.5 Purchase (Issue) of Units

An application for purchase of Units may be lodged with any authorized Distributor or presented to the Management Company or through an Investment Facilitator. The application shall be in the form prescribed by the Management Company. Application Forms are

available with Distributors or Investment Facilitators or may be obtained from the Management Company or can be downloaded from its website i.e www.hblasst.com. Units shall be issued based on the Purchase (Offer) Price that is determined as per Clause 4.5 of this Offering Document.

Payment for the Units can be made in the form of;

- Demand draft or Pay Order in favour of **“CDC-Trustee HBL Stock Fund”**.
- Online Transfer of money to **“CDC - Trustee HBL-Stock Fund”**
- Cheque (Account Payee Only in favour of **“CDC-Trustee HBL Stock Fund”**)
- Any other mode of payment acceptable to the Management Company as introduced from time to time to **“CDC Trustee HBL-Stock Fund”**.
- No payment in cash would be accepted, however investors can deposit cash in the Bank Account of the Fund **titled “CDC Trustee HBL Stock Fund”** maintained with designated bank branches.

Notwithstanding the above, nothing contained herein shall be construed as limiting or otherwise restricting the Management Company’s liability under Rule 65 of the Rules.

4.6 Redemption of Units

4.6.1 Determination of Redemption Price

- 1 During the initial Period the Units shall not be redeemed.
- 2 After the Initial Period the Redemption Price shall be equal to the Net Asset Value as of the close of the Business Day, less:
 - (a) Any Back-end Load;
 - (b) Any taxes imposed by the Government; and
 - (c) Such amount as the Management Company may consider an appropriate provision for Duties and Charges;
 - (d) Transaction Costs

Such sum shall be adjusted downwards to two decimal places or such decimal places as may prescribed by the Management Company from time to time with prior approval of the Trustee and properly disclosed to the Unit Holders or Investors.

4.6.2 Who can Apply

All Unit Holders, other than the holders of Class “R” (Restricted/Core Units) Units are eligible to redeem the said Units. Holders of Class “R” Units (Restricted/Core Units) will be eligible for redemption after the expiry of the period of 2 years from the date of

the closure of the Initial Period; however such units are eligible for transfer subject to the condition that the new transferee of such unit(s) agrees to the same for the balance period, if any.

4.6.3 Application Procedure For Redemption

- a) Requests for redemption can be made by completing the prescribed application form and endorsing the relevant Certificate, if issued, and submitting the same to any Authorized Branch of the relevant Distribution Office or to the Management Company or through an Investment Facilitator, within business hours on any Business Day. The request for redemption would only be honoured after verifying the signature and other particulars of the Unit Holder from the Register.
- b) The Unit Holder will receive a note confirming the receipt of the application for redemption duly signed and stamped by an authorised official from the relevant Distribution Office.
- c) The Distribution Company and /or the Management Company will be entitled to verify the particulars given in the application form. In case of any incorrect information the application may be rejected if the applicant does not rectify the discrepancy within 7 days.
- d) If subsequent to the receipt of the application by the Distributor, but prior to the Redemption of the Units, the application is found by the Transfer Agent or the Distributor or the Management Company to be incomplete or incorrect in any material manner, the Transfer Agent or the Distributor will advise the applicant to remove the discrepancy; meanwhile the application will be held in abeyance for fifteen days. In the event the discrepancy is not removed in the said fifteen days, the application for redemption will be cancelled treating the same as null and void. The Unit Holder will then have to submit a fresh application for Redemption of Units.
- e) Units will be redeemed on the basis of the Redemption Price announced as of the close of the business day on which a fully completed Redemption Form acceptable to the Management Company is submitted within business hours as announced by the Management Company from time to time.

4.6.4 Payment of Redemption Proceeds

- a) Unless otherwise instructed, payment of the redemption proceeds will be made by a crossed cheque, in favour of the Unit Holder's registered name, or in favour of the first-named joint Holder in the event of joint Holders, and will be sent to registered address of the Unit Holder or first-named joint Holder's address, or if so authorized by all the joint holders, at the

address of the Joint Holder who has signed the redemption form as provided, within six business days after the receipt of a properly documented request for redemption of Units. However, if so authorized by the Unit Holder, payment of the redemption proceeds will be made by transfer to the bank account number of the Unit Holder or first-named joint Holder in the event of joint Holders. No money shall be paid to any intermediary except the Unit Holder /joint Holder or his /their authorized representatives.

- b) In case the Investor has requested encashment of Bonus Units then such Bonus Units will be redeemed at the ex-dividend Net Asset Value (NAV) as determined by the Management Company from time to time.
- c) Redemption of Units may be suspended or put in queue due to exceptional circumstances as referred to in Clause 4.9.
- d) Partial Redemption of Units covered by a single Certificate is not permitted. However, Unit Holders may apply for splitting of the Certificate before applying for redemption.
- e) In the event the Units are redeemed by any major Unit Holder in such period of time that the Management Company believes, may adversely affect the interest of other Unit Holder(s), it may charge contingent load up to two (2) percent on such redemption. Such load shall become part of the deposited property. The current Contingent load is as specified in Annexure "B" of this Offering Document.
- f) In the event of Units that are pledged, are redeemed for any reason whatsoever, the proceeds shall be paid to the order of the lien holder's designated bank account or posted to the registered address mentioned in the pledge/lien application form submitted
- g) No money shall be paid to any intermediary except the Holder/ joint Holder or his/ their authorised representatives.

4.6.5 Joint Holders

Unless the Joint Holders of Units have specified otherwise, requests for redemption of such units shall be signed by all the Joint Holders.

4.7 Transfer/Transmission/Conversion of Units

4.7.1 Application Procedure

The procedure herein below is designed for paper based transactions. The Management Company may at a later date introduce electronic/Internet-based alternatives for the transactions.

- 4.7.1.1** A Unit Holder can transfer Units held by him by completing a prescribed Transfer Application Form, to be signed by the transferor and transferee; and paying any applicable Duties and Charges; and submitting to any of the Authorised Branches of the relevant Distribution Company the Transfer Application Form and relevant certificate(s), if issued.
- 4.7.1.2** Any person becoming entitled to hold the Units in consequence of the death, insolvency or winding up of any sole Unit Holder or the survivors of Joint Holder shall be registered as the Holder or Joint Holders as the case may be, upon paying any applicable Duties and Charges; and submitting to any of the Authorised Branches of the relevant Distribution Company the duly completed prescribed Transfer Application Form and relevant Certificate, if issued, with such evidence, which may prove his entitlement to the Units.
- 4.7.1.3** The Transfer Agent shall, subject to law, accept requests for transfer of Units from an existing investor to another. The transfer shall be carried out after the Transfer Agent has satisfied himself of all requisite formalities including payment of any taxes if applicable and has recovered the fee prescribed for the service.
- 4.7.1.4** Transmission of Units to successors in case of inheritance or distribution of the estate of a deceased Unit Holder shall be processed by the transfer Agent after satisfying himself as to all legal requirements. The legal costs and taxes if any shall be borne and paid by transferees. However, the processing fee shall not be payable by successors or beneficiaries of the estate in the case of transmission. The Management Company shall pay the relevant processing fee to the Transfer Agent. The procedure for transmission of Units is given in Clause 4.7.1.2 of this document.
- 4.7.1.5** A Unit Holder may convert the Units held by him in a Unit Trust managed by the Management Company into the Units of another Unit Trust scheme managed by the Management Company subject to the terms of the respective Offering Documents. The Transfer Agent shall carry out the conversion after being satisfied that all the requisite formalities have been completed and payment of the applicable taxes and fees, if any, have been received or deducted.
- 4.7.1.6** Application for transfer can be submitted on any Business Day during banking hours.

4.7.2 Partial Transfer

Partial Transfer of Units covered by a single Certificate is permitted provided that in case of physical certificates issued the Unit Holder must first apply for

splitting of the unit certificate representing the partial amount and then the new certificate shall be applied for the transfer.

4.7.3 Verification of Transfer Application Form

At the request of the Unit Holder, the Transfer Agent will verify

- (1) The holding stated on the Transfer Application Form and
- (2) Signature of the Holder.

4.8 Pledge of Units

4.8.1 Request for Pledge/Lien of Units

Any Single Unit Holder or all Joint Unit Holders may request the Registrar to record a pledge/lien of all or any of his/their Units in favour of any third party legally entitled to invest in such Units in its own right. The Registrar shall register a lien on any Units in favour of any third party with the specific authority of the Management Company.

4.8.2 Removal of Pledge/Lien of Units

The pledge/lien once registered shall be removed only through authorisation of the party in whose favour the pledge/lien has been registered or through an order of a competent court. Neither the Trustee, nor the Management Company, nor the Registrar, shall be liable for ensuring the validity of any such pledge / charge / lien. The disbursement of any loan or undertaking of any obligation against the constitution of such pledge / charge / lien by any party shall be at the entire discretion of such party and neither the Trustee nor the Management Company nor the Registrar takes any responsibility in this matter.

4.8.3 Dividend / Bonus / Redemption of Units Pledged

Payments of dividends on pledged Units shall be made to the order of the Unit Holder. However any Units issued on reinvestment or bonus Units that the pledged Units are entitled to automatically be marked under the lien of the lien holder and in the event the pledged Units are redeemed for any reason what so ever, the proceeds shall be paid to the order of the lien holder. However in case Units are recorded in Central Depository register as book-entry securities, the provisions of the Central Depository Act, 1997 and the Central Depository of Pakistan Regulations shall be applicable.

4.9 Suspension of Dealing, Quesue System and Winding Up

Under the extraordinary circumstances mentioned in clause 4.9 of this Offering Document, the Management Company may request the Trustee to approve a temporary change in the method of dealing in Units. Such approval shall not be unreasonably withheld.

4.9.1 Suspension of fresh Issue of Units

The Management Company may during the extraordinary circumstances as mentioned in Clause 4.10 under intimation to the Trustee, suspend the issue of fresh Units. The Management Company shall announce the details of exemptions at the time a suspension of fresh issue of Units is announced. Such suspension may however not affect existing Unit Holders, the issue of bonus Units as a result of profit distribution or the option to receive dividends in the form of additional Units. The Management Company shall immediately notify the Commission if issue of fresh Units is suspended and shall publish the same in at least two widely circulated newspapers in Pakistan, one in English and the other in Urdu.

4.9.2 Suspension of Redemption of Units

In the event of extraordinary circumstances as mentioned in Clause 4.9 and Clause 4.10 of this Offering Document, the Management Company may suspend or defer redemption of Units. The circumstances under which the Management Company may suspend redemption shall be the event of war (declared or otherwise) natural disasters, a major breakdown in law and order, breakdown of the communications system, terrorist threats and/or activities, closure of the capital markets and /or the banking system or other events that render the Management Company, Transfer Agents, Trustees or the Distributors unable to function or any other conditions mentioned in the Rules.

4.9.3 Queue System

In the event redemption requests on any day exceed ten percent (10%) of the Units in issue, the Management Company may invoke a queue system whereby requests for redemption shall be processed on a first come first served basis for up to ten percent of the Units in issue. The Management Company shall proceed to sell adequate assets of the Fund and/or arrange borrowing as it deems fit in the best interest of the Holders and shall determine the Redemption Price to be applied to the redemption requests based on such action. Where it is not practical to determine the chronological ranking of any requests in comparison to other requests on the same Business Day, such requests shall be processed on a proportional basis proportionate to the size of the requests. The redemption requests in excess of ten percent (10%) of the Units in issue will be carried over to the next Business Day. However, if the carried over requests and the fresh

requests received on the next Subscription Day still exceed ten percent (10%) of the Units in issue, these shall once again be treated on first come first served basis and the process for generating liquidity and determining the Redemption Price shall be repeated and such procedure shall continue till such time the outstanding redemption requests come down to a level below ten percent of the Units then in issue.

4.9.4 Winding up in view of major redemption

In the event the Management Company is of the view that the quantum of redemption requests that have built up shall result in the Trust Property being run down to an unmanageable level or is of the view that the sell-off of assets is likely to result in a significant loss in the value for the Holders who are not redeeming, it may announce winding up of the Fund. In such an event, the queue system, if already invoked, shall cease to apply and the Fund will be wound up; and all Holders shall be paid after selling the assets and determining the final Redemption Price. The interim distributions of the proceeds may be made if the Management Company finds it feasible. The announcement in this regard shall be communicated to the Commission and the Trustee and shall further be notified to the Holders by publishing a notice in two widely circulated newspapers in Pakistan.

4.10 Redemption of Units in Extraordinary Circumstances

The redemption of units may be suspended during extraordinary circumstances including any period when the Stock Exchange(s) on which any of the investment for the time being is listed or dealt in is closed or when dealings in such investment are restricted or suspended, the existence of any state of affairs, which in the opinion of the Management Company, constitutes an emergency as a result of which disposal of any investment would not be reasonably practicable or might seriously prejudice the interest of the Trust or of the Holders, or any breakdown in the means of communication normally employed in determining the price of any investment, or the current price thereof on any stock exchange or when for any reason the price of any such investment cannot be promptly and accurately ascertained or any period when remittance of money which will or may be involved in the realisation of such investment or in the payment for such investment cannot in the opinion of the Management Company be carried out in reasonable time and if the Management Company is of the view that it would be detrimental to the remaining Holders to redeem or continue to redeem Units at a price ascertained on the basis of the Net Asset Value. The Management Company may announce a suspension or deferral of redemption in such cases. Such a measure shall be taken to protect the interest of the Unit Holders in the event of extraordinary circumstances or in the event redemption requests accumulate in excess of ten percent (10%) of the Units in issue. In the event of a large number

of redemption requests accumulating, the requests may be processed in a Queue System and under extreme circumstances the Management Company may decide to wind up the Fund. (Details of the procedure in clause 4.9)

Such suspension or queue system shall end on the day following the first Business Day on which the conditions giving rise to the suspension or queue system shall in the opinion of the Management Company have ceased to exist and no other condition under which suspension or queue system is authorized under the Deed exists. In case of suspension and invoking a queue system and end of suspension and queue system the Management Company shall immediately notify the Commission and Trustee and publish the same in at least two daily newspapers, one in English and one in Urdu, widely circulating in Pakistan.

4.11 Offer (Purchase) and Redemption (Repurchase) of Units outside Pakistan

4.11.1 Subject to exchange control and other applicable laws, rules and regulations, in the event of arrangements being made by the Management Company for the Offer (Purchase) of Units to persons not resident in Pakistan or for delivery in any country outside Pakistan, the price at which such Units may be issued may, at the discretion of the Management Company, include in addition to the Offer (Purchase) Price as herein before provided a further amount sufficient to cover any exchange risk insurance, any additional stamp duty or taxation whether national, local or otherwise leviable in that country in respect of such issue or of the delivery or issue of Certificates, or any additional costs relating to the delivery of certificates or the remittance of money to Pakistan or any other cost in general incurred in providing this facility.

4.11.2 In the event that the Redemption Price for Units shall be paid in any country outside Pakistan, the price at which such Units may be redeemed may at the discretion of the Management Company include as a deduction to the Redemption Price as hereinbefore provided a further amount sufficient to cover any exchange risk insurance and any additional stamp duty or taxation whether national, local or otherwise leviable in that country in respect of such payment or redemption or any bank or other charges incurred in arranging the payment or any other cost in general incurred in providing this facility.

4.11.3 The currency of transaction of the Trust is the Pakistani Rupee and the Management Company, Trustee or any Distributor are not obliged to transact the purchase or redemption of the Units in any other currency and shall not be held liable, save as may be specifically undertaken by the Management Company, for receipt or payment in any other currency or for any obligations arising there from.

4.12 Services to Unit Holders

4.12.1 Availability of Forms

All the forms mentioned and/or included in this Offering Document will be available at the Management Company, all the Authorized Branches of all Distribution Offices or on its web site at www.hblasasset.com

4.12.2 Register of Unit Holders

- a) A Register of Unit Holders shall be maintained by Transfer Agent Department of the Management Company presently having its office at 8B, 8th Floor, Executive Tower, Dolmen City, Block 4 Clifton, Karachi Pakistan.
- b) Every Unit Holder will have a separate account folio. Such account will reflect all the transactions in that account held by such Unit Holder.
- c) The Holder will be entitled to inspect his record in the Register and request copies thereof on any Business Day from 10.00 A.M. to 1.00 P.M., except during the days when the Register is closed in accordance with the provision of the Deed, with the prior arrangement with the Management Company or the Transfer Agent.
- d) The Register shall be conclusive evidence as to the Units held by each Holder.

4.12.3 Information in the Register

The Register will contain the following information:

A) About Unit Holders

- 1) Name of Unit Holder/Joint Holders;
- 2) Address of Unit Holder/ first named joint Holder;
- 3) National Identification Number(s) of Unit Holder/ Joint Unit Holders and or identification number of passport if applicable
- 4) Father's/Husband's name of Unit Holder in case of individuals;
- 5) Occupation of Unit Holders/joint Holders;
- 6) Tax/Zakat status of Holder;
- 7) Record of signature of Holder; and
- 8) Bank details
- 9) Particulars of Nominee(s);
- 10) Such other information as the Management Company may require

B) About Units

- 1) Type and Class;
- 2) Certificate number, if applicable;
- 3) Date of purchase/redemption/transfer and the reference number, if any;
- 4) Number of Units held;

5) Information about lien / pledge / charge on Units.

C) Instructions

- 1) Instruction about reinvestment or payment of dividend in Units or encashment of units;
- 2) Instructions for redemption application;
- 3) Information and instruction about pledge/charge/lien of Units;
- 4) Information and instruction about nominees in case of death of the Unit Holder, and;
- 5) Bank details for Redemption / Dividend mandate.

D) Request for Changes

The Unit Holders may notify in writing any change of name or address or any other particular to the relevant Authorized Branch of the Distribution Office, or to the Transfer Agent. The Distribution Office or Management Company will forward such application to Transfer Agent, who on being satisfied therewith and on compliance with such formalities (including in the case of a change of name the surrender of any Certificate previously issued to such Holder and the payment of the fee) shall alter the Register or cause it to be altered accordingly and in the case of a change of name shall issue a new Certificate, if required, to such Holder.

4.12.4 Account Statement

Upon written confirmation from the Trustee that the Offer Price for each Unit has been received in full from the applicant, the Transfer Agent may issue an Account Statement that will constitute evidence of the number of Units registered in the name of the Holder.

The Transfer Agent will send directly to each Unit Holder a non-transferable Account Statement each time there is a transaction in the folio.

4.12.5 Closure of Register

The Register may be closed in consultation with the Trustee for such period as the Management Company may from time to time determine and after giving at least fourteen days notice to Holders, provided that it is not closed for more than forty-five days in any calendar year.

4.12.6 Certificates

- a) Unit Certificates will be issued only if requested by the Unit Holders together with a fee at the rate of Rs. 100/ (Rupees Hundred) per certificate or any other amount as determined by the Management Company from time to time.

- b) Certificates where requested shall be issued as herein provided not later than Forty Five Business Days after the date of such request. The Certificate may be sent to the Holder or his duly authorized nominee at his own risk by registered post or by courier service or may be collected by the Unit Holder from the Distribution Company.
- c) In the case of Units held jointly the Transfer Agent shall not issue more than one Certificate for the Units held by such joint Holders and delivery of such Certificate to the Holder named first therein shall constitute sufficient delivery to all joint Holders. All payments required under this Deed (i.e. redemption and dividend) will be made to first named joint Holder.
- d) Certificates shall be issued in such form as may from time to time be agreed between the Management Company and the Trustee. A Certificate shall be dated, shall bear the name and address of the Management Company and the Trustee, shall bear a serial number and shall specify the number of Units represented thereby and the name and address of the Holder as appearing in the Register.
- e) Certificates shall only be issued for Units that have been fully paid, in such denomination as may be required by the Holder.
- f) Certificates will not be issued for fractional Units, however fractional units will be kept in electronic form and will be indicated in the Account Statement.

4.12.7 Replacement of Certificates

- a) Subject to the provisions of the Trust Deed and in particular to the limitations of the denomination of Certificates as may be fixed by the Management Company and subject to any regulations from time to time made by the Trustee with the approval of the Management Company every Holder shall be entitled to exchange upon surrender of the existing Certificate any or all of his Certificates for one or more Certificates of such denominations as the Holder may require representing the same aggregate number of Units.
- b) In case any Certificate shall be lost, stolen, mutilated, defaced or destroyed, the Transfer Agent with the approval of the Management Company may issue to the person entitled new Certificate in lieu thereof. No such new Certificate shall be issued unless the applicant shall previously have:
 - i. returned the mutilated or defaced Certificate or furnished to the Distribution Company/Transfer Agent evidence satisfactory to

- the Management Company of the loss, theft or destruction of the original Certificate,
- ii. paid all expenses incurred in connection with the investigation of the facts and any notice to be issued in newspaper inviting any claim (if any) against the lost Certificate to be notified to the Management Company, Trustee or Transfer Agent; and
 - iii. Furnished such indemnity as the Management Company and the Trustee may require. Neither the Management Company nor the Trustee nor the Distribution Office/Transfer Agent shall incur any liability for any action that they may take in good faith under the provisions of this sub-clause.
 - iv. In case of joint Holder, obtain the written consent of the joint Holder for issuance of such new certificates.
- c) Before the issuing of any Certificate under the provisions of this sub-clause the Distribution Company/Transfer Agent may require from the applicant for the Certificate the payment to it of a fee of Rs. 100/ (Rupees One Hundred Only for each Certificate, subject to revisions of fee from time to time by the Management Company together with a sum sufficient (if any) in the opinion of the Management Company to cover any Duties and Charges payable in connection with the issue of such Certificate.

4.13 Procedure for Requesting Change in Unit Holders Particulars:

4.13.1 Who can request change?

All existing Unit Holders or those who have purchased Units as per Clause 4.5 are eligible to change their Unit Holder details if they so desire. The Unit holder will be liable for any taxes, charges or duties that may be levied on any of the above changes that the unit holder may request.

4.13.2 Joint Holders

Unless the Joint Holders of Units have specified otherwise, any change in details of such units shall be signed by all the Joint Holders.

4.13.3 Nomination

Subject to any Personal Laws that may be applicable to a Unit Holder, a single Unit Holder can nominate a successor to receive the Units upon his death by filling in the relevant portion of the Purchase Form (or may request a nomination or change in nomination through the special instruction in writing). Nominee(s) can be nominated only by single Unit Holder when there are no Joint Holders. The maximum number of Nominee(s) can be two (02) in number with their respective shares mentioned in percentage against their respective names. Such nomination shall however not restrict the Management Company or the Trustee or the Transfer Agent from demanding succession certificate from appropriate

court of law and they shall not be liable in any manner in case of any disputes among the legal heirs of the deceased.

5. DISTRIBUTION POLICY

5.1 Distribution Policy

The net amount available for distribution at the end of the financial year (or such interim period as may be decided by the Management Company), shall comprise of the revenues earned by the Fund including the net impact of the revenue collected and paid out in the NAV calculation through Offer (Purchase) and Redemption (Repurchase) of Units, less all expenses incurred or accrued attributable to the Fund.

The Fund may distribute 90% of the amount available for distribution or any other payout ratio as bonus Units, cash dividends or a combination of cash/bonus Units or in any other form acceptable to the Commission in order to avail tax exemption or any other benefits in the interest of the Unit Holder.

The Fund will comply with regulatory and taxation requirements and the distribution policy may be amended accordingly.

5.2 Declaration of Dividend

The Management Company shall decide not later than forty five (45) days after the end of the Accounting Period whether to distribute profits, if any, available for distribution in the form of dividends to the Unit Holders and shall advise the trustee accordingly. Such profits may be distributed in bonus Units, cash, additional Units, or a combination thereof as the Management Company may determine.

5.3 Determination of Distributable Income

5.3.1 The amount available for distribution in respect of any Accounting Period shall be the sum of all income and net realised appreciation , from which shall be deducted:

- a) the expenses as stated in clause 6.2 of this Offering Document.
- b) any taxes of the Fund.

5.3.2 The income qualifying for distribution shall be adjusted as under:

- a) deduction of a sum by way of adjustment to allow for effect of purchase of shares or any of the investments cum dividend, interest, profit or mark-up;
- b) addition of a sum representing amounts included in the price of Units for income accrued up to the date of issue and deduction of a sum representing all participation in income distributed upon redemption of Units during the relevant period.
- c) adjustment if considered necessary by the Management Company to reflect diminution in value of Trust Property in consultation with the Trustee.

5.3.3 The proceeds of sales of rights and all other receipts deemed by the Management Company to be in the nature of capital accruing from Investments shall not be regarded as available for distribution but shall be retained as part of the Trust Property, provided that such amounts out of the sale proceeds of the Investments and out of the sale proceeds of the rights, bonus shares and all other receipts as deemed by the Management Company to be in the nature of the net realized appreciation may be distributable to the Unit Holders by the Trustee upon instructions of the Management Company and shall thereafter cease to form part of the Trust Property once transferred to the Distribution Account.

5.4 Reinvestment of Dividend

Dividends shall be automatically reinvested in additional Units, however a Unit Holder may instruct the Management Company in writing by completing the prescribed form not to re-invest the future dividends to which he will be entitled. In such an event future dividends shall be paid by way of transfer to his designated bank account. Unit Holders may opt to receive the amount equivalent to their share of the annual cash distribution in the form of additional Units. 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 distribution) cause to issue such number of Units to the Unit Holder that approximately equates the value of the Cash Dividend for the period. The issue price shall be determined on the basis of the NAV of June 30 or relevant date after appropriation of income of that year/ relevant period, but without any charge of the Front-End Load normally deducted from the offer price. The issuance of the bonus Units shall be made, net of any taxes, charges and duties that the Management Company or the Trustee is obliged to recover from the Unit Holder

5.4.1 A Unit Holder may in writing at the time of purchase of Units or at a later date Instruct the Management Company to reinvest the future dividends to which he will be entitled into Units.

5.4.2 The Offer (Purchase) Price for the Units to be issued under Clause 4.5.1 above will be the NAV at the Distribution Date after the adjustment of the announced dividend.

5.5 Bonus Units

The Management Company may decide to distribute, wholly or in part the distributable income in the form of bonus Units if it is in the interest of Unit Holder, which would comprise of the Bonus Units of the Trust. The Bonus Unit would rank pari passu as to their rights in the Net Assets, earnings and receipt of dividend and distribution with the existing Units from the date of issue of these Bonus Units. The account statement shall be dispatched to the Unit Holder within fifteen (15) Business days of the issue of Bonus Units and the Physical Certificates if, requested, will be sent within (45) Business Days of the issue of Bonus Units. The Unit Holder(s) have the option to en-cash the Bonus Units at ex-dividend Net Asset Value as on June 30 or relevant period.

5.6 Payment of Dividend

All payments for dividend shall be made by transfer of funds to the Unit Holder(s) designated bank account or through any other mode(s) of payment and such payment shall be subject to NBFC Rules.

5.7 Dispatch of Dividend Warrants/ Advice

Dividend warrants/advice and or Account Statement as the case may be shall be dispatched to the Unit Holder's or the charge-holder's registered address as per the Rules.

6 - FEES AND CHARGES

6.1 Fees and Charges Payable by an Investor

6.1.1 Sales and Processing Charges

A Sales Load not exceeding five percent (5%) of the Net Asset Value may be included in the Offer Price or deducted from the Net Asset Value in order to determine the Redemption Price. (The current Front End Load and Back End Load is indicated in Annexure "B"). The issue price applicable to bonus Units issued by way of dividend distribution or issue of Units in lieu of cash distribution shall not include any Front-End Load. Transfer of Units from one owner to another shall be subject to a processing charge of an amount not exceeding one percent (1%) of the Net Asset Value at the date the request is lodged within business hours on the business day to the Authorized Distributor, or Transfer Agent or Management Company, which shall be recovered from the transferee. The investors shall be liable to pay all stamp

and other duties, taxes, government charges, bank charges, transfer fees, registration fees and other duties and charges in connection with the issue, sale, transfer, redemption or purchase of Units or in respect of the issue, transfer, cancellation or replacement of a certificate or otherwise which may have become payable in respect of or prior to or upon the occasion of transacting or dealing.

6.1.2 Remuneration of Distribution Company / Investment Facilitator / Sales Agents

- a) The Distribution Company or any Investment Facilitator/Sales Agents employed by the Management Company will be entitled to a remuneration payable by the Management Company (out of its own resources) on terms and conditions to be agreed between the Management Company and the Distribution Company/Advisor/Facilitator/Sales Agent.
- b) The remuneration of the Distribution Company shall be paid by the Management Company and shall not be charged to the Trust Property. The remuneration due to the Distribution Company shall be paid on terms and conditions as mutually agreed.
- c) Distributor/Investment Facilitators or Sales Agents located outside Pakistan may if so authorized by Trustee and the Management Company be entitled to a remuneration (by the Management Company from its own resources) on terms and conditions mutually agreed between the Management Company and the Distributor located outside Pakistan, subject to the law for the time being in force.

6.1.3 Redemption Processing Charge (Back-end Load)

The Unit Redemption Price is calculated after deducting a processing charge not exceeding 5% percent from the Net Asset Value of the Unit (The current level of Back-end Load is indicated in Annexure "B").

6.2 Fees and Charges Payable by HBL Stock Fund

The following expenses will be borne by the Fund:

6.2.1 Remuneration of the Management Company

The Management Company shall be entitled to receive:

A remuneration of an amount not exceeding three percent (3.0%) per annum of the average annual Net Assets for the first five years of the scheme and there after of an amount equal to two percent (2.0%) per annum of the average annual Net Assets.

The remuneration shall begin to accrue from the close of the Initial Offer period. In respect of any period other than an Accounting Period such remuneration shall be prorated on the basis of the actual number of days for which such remuneration has accrued in proportion to the total number of days accrued in the Accounting Period concerned.

The Management Company shall be entitled to draw advance remuneration on a monthly basis from the Trust Property out of its accrued remuneration.

6.2.2 Remuneration of the Trustee

The Trustee shall be entitled to a monthly remuneration out of the Deposited Property based on an annual tariff of charges, which shall be applied to the average daily Net Asset Value during such calendar month. The remuneration shall begin to accrue from the date on which Trust Property is first paid or transferred to the Trustee.. For any period other than a full calendar month such remuneration will be prorated on the basis of the actual number of days for which such remuneration has accrued. Any costs incurred by the Trustee such as legal and related costs incurred in protecting or enhancing the interests of the Fund or the collective interest of the Unit Holders, are reimbursable at actual, out of the Fund's properties. All expenses incurred by Trustee affecting the registration of all registerable property in Trustee's name for the benefit of the Fund, are reimbursable at actual, out of the Fund's properties.

6.2.3 Brokerage and Transaction Costs related to investing and disinvesting of the Deposited Property.

6.2.4 Bank charges and borrowing / financial costs.

6.2.5 Auditors' Fees and expenses; and

6.2.6 Formation Costs shall be charged to the Fund, which are estimated at and shall not exceed 1% of core investment (Seed Capital) or Rupees. 5.00 million Which ever is lower that will be amortized over a period not less than five years.

6.2.7 Listing Fee payable to the Stock Exchange(s) on which Units may be listed.

6.2.8 Annual fee payable to the Commission under Rule 79 of the Rules.

6.2.9 Taxes, if any, applicable to the Trust and its income and/or its properties. Rating fee and other expenses directly related to or arising out of the activities of the Fund.

6.2.10 Marketing expenses specifically related to the Fund.

6.2.11 Charges and levies of stock exchange(s), Commission charges, National Clearing and Settlement Company, CDC, CVT, Laga, Fund Dividend/Redemption of

units transfer charges as payable to bank at time of transfer of funds to Unit Holder and other levies and charges.

6.2.12 Such expenses shall be reimbursed to the Management Company at actual, if these are paid by Management Company on behalf of the Fund, within 30 days.

6.3 Expenses of the Management Company and the Trustee

The Management Company and Trustee shall bear all expenditures in respect of their respective secretarial and office space and professional management including all accounting and administrative services provided in accordance with the provisions of the Deed. Neither the Management Company nor the Trustee shall make any charge against the Unit Holders nor against the Deposited Property nor against the Distribution Account for their services nor for expenses, except such expenses or fees as are expressly authorized under the provisions of the Rules and the Deed to be payable out of Fund Property

7 - TAXATION

7.1 Taxation on the Income of the Fund

7.1.1 Liability for Income Tax

Under the Tax Law in Pakistan, the definition of a public company includes a trust formed under any law for the time being in force. The Fund will be regarded as a public company liable to tax rate applicable to a public company.

The income of the Fund will accordingly be taxed at the following rates:

- a) Dividend Income: 10%
- b) Capital gains arising on sale of securities listed on any Stock Exchange in Pakistan are exempt from tax up to June 30, 2008.
- c) Return from all other sources/instruments is taxable at the rate of 35% applicable to a public company.

7.1.2 Liability for Income Tax if 90% of the Income is Distributed

Notwithstanding the tax rates stated under Clause 7.1 above, the accounting income of the Fund will be exempted from tax if not less than 90% of the accounting income of the accounting period is distributed amongst the Unit Holders. The 90% of the accounting income shall be calculated after excluding capital gains whether realised or unrealised. HBL - Stock Fund will seek to comply with the requirements of tax exemption and

distribute at least 90% of the accounting income, calculated after excluding capital gains to the Unit Holders.

7.1.3 Withholding Tax

Subject to Clause 7, all income, namely, dividend, return from term finance certificates, return on deposits with banks / financial institutions, return from contracts, securities or instruments of companies, organizations, and establishments will not be subjected to any withholding tax.

7.1.4 Capital Value Tax

Under Finance Act, 1989 (V of 1989) as amended by Finance Act 2004 (II of 2004), a Capital Value Tax at the rate of 0.02% of the purchase value of the modaraba certificates or any instrument of redeemable capital as defined under Companies Ordinance, 1984 (XLVII of 1984) or shares of a public company listed on a registered stock exchange in Pakistan shall be charged on purchase of the same. This tax will be collected by the stock exchange concerned.

7.2 Taxation and Zakat Liability on Unit Holders

7.2.1 Disclaimer

The information set forth below is included for general information purposes only. In view of the individual nature of tax implications, each investor is advised to consult with his or her tax advisor with respect to the specific tax implications of investment in the Fund.

7.2.2 Liability of Income Tax

7.2.2.1 Dividend paid to Unit Holders other than the portion of dividends paid out of capital gains on sale of listed securities shall be subject to the income tax rates prevalent.

The current rates are as hereunder:

Particulars	Income Tax Rate	Withholding Tax Rate
Public Companies & Insurance Companies	10%	10%
Others	10%	10%

7.2.2.2 The rate of tax so specified will be the final tax and the payer (Trustee) will be required to withhold the amount of tax at source.

7.2.2.3 Unit Holders who are exempt from income tax may provide the relevant exemption certificate to the Management Company and / or Registrar in order for income tax not to be withheld.

7.2.2.4 In terms of the provisions of the Income Tax Ordinance, 2001, the withholding tax shall be deemed to be full and final liability in respect of such distribution.

7.2.3 Capital Gains

Capital Gains on disposal of Units in the Fund will be subject to capital gains tax at the applicable tax rate. The Units of the Fund will be listed on at least one of the Stock Exchange(s) in Pakistan. Consequently; subject to listing the Capital Gain on disposal of the Units shall be exempt from tax up to tax year ending on June 30, 2008.

7.2.4 Tax Credit

Unit Holders (other than companies) shall be entitled to a tax credit under the Income Tax Ordinance, 2001 on purchase of new Units of Unit Trusts listed on a stock exchange in Pakistan, where the person, other than a company is the original allottee. The amount on which tax credit will be allowed shall be the lesser of:

- a) total cost of acquiring the Units;
- b) 10% of taxable income of the Unit Holder; or
- c) PKR 300,000

and will be calculated by applying the average rate of tax of the Unit Holder for the tax year. If the Units so acquired are disposed within twelve months of the date of acquisition, the amount of tax payable by the Unit Holder for the tax year in which the Units were disposed shall be increased by the amount of the credit allowed. The Fund will seek to be listed on at least one of the Stock Exchange(s) in Pakistan.

7.2.5 Zakat

7.2.5.1 Units held by Pakistani resident Unit Holders shall be subject to Zakat under the Zakat and Ushr Ordinance, 1980 as applicable, except those exempted under the said Ordinance. Zakat will be deducted at source from the dividend amount or from the redemption payment, whichever is earlier.

DISCLAIMER

The tax and Zakat information given above is based on the Management Company's tax adviser's interpretation of the law, which to the best of the Management Company's understanding is correct but Investors are expected to seek independent advice so as to determine the taxability arising from their investment in the Units of the Fund. Furthermore, tax and Zakat laws, including rates of taxation and of withholding tax are subject to amendments from time to time. Any such amendments in future shall be deemed to have been incorporated herein.

All information contained in Clause 7 is based on current taxation status. The exemptions and rates of taxation are subject to change from time to time.

8 - REPORTS AND ACCOUNTS

8.1 Financial Year of Fund/Trust

The Accounting period shall be a period ending on and including an Accounting Date and commencing (in case of the first such period) on the date on which the Trust Property is first paid or transferred to the Trustee and (in any other case) from the end of the preceding Accounting Period. The Accounting Date shall be the thirtieth day of June in each year.

8.2 Reports to the Unit Holders

8.2.1 The following reports will be sent to the Unit Holders physically (or through electronic means or made available on the web):

- a) Annual report, together with a copy of balance sheet, income and expenditure account and the Auditors report of the Fund to the Trustee and the Unit Holders within four months of the closing of the Accounting Date.
- b) Within one month of the closing of first and third quarter and within two months of the closing of first half year (6 months) of each Accounting Date, balance sheet as at the end of that period, profit and loss account, cash flow statement and statement of changes in equity for the period, whether audited or otherwise.
- c) Trustee shall issue a report to the Unit Holders to be included in the annual report of the Fund to be sent to the Unit Holders, whether in the Trustee's opinion, the Management Company has in all material respects managed the Fund in accordance with the provisions of the Deed and the NBFC Rules and if the Management Company has not done so, the respect in which it has not done so and the steps, which the Trustee has taken in respect thereof.

8.2.2 The regularity of reporting will change if so required by the Commission or under the NBFC Rules and the Ordinance.

8.3 Financial Information

8.3.1 Auditors Certificate on Core Investors' Investment in the Units of HBL-SF.

8.3.2 Auditors Certificate on Net Asset Value of Units in HBL-SF

8.3.3 Formation Cost

All preliminary and floatation expenses of the Trust including expenses incurred in connection with the authorization of the Scheme, execution and registration of the Constitutive Document, issue, circulation, legal costs, printing, circulation

and publication of the Offering Document, Marketing of the Fund and inviting investments there in and all expenses incurred during the Initial Period, shall be borne by HBL-SF and amortized over a period of not less than five years. Formation Costs shall be charged to the Fund, which are estimated at and shall not exceed 1% of core investment (Seed Capital) or Rupees. 5.00 million Which ever is lower.

9 - WARNING

9.1 Offering Document

The provisions of the Trust Deed & the Rules govern this Offering Document. This Offering Document sets out the arrangements covering the basis of the Fund Units. It sets forth information about the Fund that a prospective investor should know before investing in any Unit of the Fund. Prospective investors should consult one or more from amongst their legal adviser, stockbroker, bank manager, or other financial adviser.

9.2 Fluctuation in Price and Income

Prices of Units and income from them may go up or down.

9.3 Disclaimer

The investor must recognize that all investments involve varying level of risk. Neither the value of Units in the Fund nor the dividend to be declared by the Fund can be assured. The historical performance of this Fund, the financial market or that any one security or transaction included in the Fund's portfolio does not necessarily indicate future performance. Investors are advised to read risk disclosure as mentioned in this document in Clause 2.7 for more information concerning risk.

10 - GENERAL INFORMATION

10.1 Inspection of Constitutive Documents

The copies of constitutive documents i.e. Trust Deed and Offering Documents can be inspected free of charge or purchased from the addresses given below.

HBL Asset Management,
8B, 8th Floor,
Executive Tower, Dolmen City,
Block 4 Clifton,
Karachi.

10.2 Date of Publication of Offering Document

The Offering Document has been published on August 25, 2007. The Management Company accepts responsibility for the information contained in the Offering Document as being accurate at the date of publication.

11 - TERMINATION OF HBL STOCK FUND

11.1 By the Management Company

HBL-SF may be terminated by the Management Company by giving three (3) months notice in writing to the Holders on the grounds given in the Trust Deed and Clause 4.9 of this offering document. The grounds on which termination is made shall be mentioned in the notice to the Unit Holders. The Management Company may terminate the Fund, if the Net Assets at any time fall below PKR 50 million.

11.2 By the Commission

If the Commission considers that further continuation of the authorization of HBL-SF will not be in the interest of Unit Holders, it will give a three months notice to the Unit Holders about its intention not to maintain such authorization, provided that no notice shall be served without offering an opportunity of hearing to the Management Company.

11.3 Winding up

In case of the termination of HBL-SF, the Management Company shall be required to wind-up HBL-SF and refund the proceeds to the Unit Holders in such a manner and within such time as may be specified by the Commission.

Annexure A

Distribution Companies:

- 1) HBL Asset Management,(Head Office)
8B, 8th Floor,
Executive Tower, Dolmen City,
Block 4 Clifton,
Karachi.

- 2) Habib Bank Ltd
The following branches of Habib Bank Ltd are Authorised Distributors for HBL-
Stock Fund:

Sindh

Karachi

Kehkashan Branch
DC-7,Block 7,
Schon Circle,
Clifton, Karachi
Phone: 021 9250802/9250768
Fax: 9250803

Clifton Branch
Shahrah Iran (Opp Glass Tower)
Clifton, Karachi
Phone: 021 9250800/9250804
Fax: 5873310

Shahrah-e-Jahangir Branch
Block L North Nazimabad,
Karachi
Phone: 021 6648034/6629671
Fax: 6642090

Foreign Exchange Branch
Foreign Exchange Centre,
M.A. Jinnah Road,
Habib Square, Karachi
Phone: 021 9213997/9213939
Fax: 9213436

Nursery Branch
Main Shahra-e-Faisal,
Jamshed Town, Karachi
Phone: 021 4521127/4381304
Fax: 4538482

Corporate Branch
2nd Floor, HBL Plaza,
I.I.Chundrigar Road, Karachi
Phone: 021 2418000
Fax: 2441492

Punjab

Lahore

Lahore Development Authority Branch
7 Egertan Road,
Data Gunj Bukhsh Town, Lahore
Phone: 042 6365015/9200275
Fax: 6302032

Shahra-e-Quaid-e-Azam Branch
The Mall, 5 Bank Square,
Data Gunj Bukhsh Town, Lahore
Phone: 042 9212212/9212226
Fax: 9212233

Corporate Branch
Habib Bank Corporate Centre,
102-103 Upper Mall, Lahore
Phone: 042 9201022

Gujranwala

Satellite Town Branch
Main Market,
Satellite Town, Gujranwala
Phone: 055 9200590/9200591
Fax: 9200590

Faisalabad

Madina Town Branch
Madina Town,
Faisalabad
Phone: 041 9220122/9220124
Fax: 9220123

Canal Road Branch
West Canal Road,
Faisalabad
Phone: 041 8532077
Fax: 8531985

Corporate Branch
HBL Corporate Centre,
1152 Circular Road,
Faisalabad
Phone: 041 9200038
Fax: 9201041

Rawalpindi

Kashmir Road Branch
Kashmir Road,
Saddar, Cantt, Rawalpindi
Phone: 051 5700107/5582905
Fax: 5567928

Islamabad

Jinnah Avenue Branch
Jinnah Avenue,
Islamabad
Phone: 051 2201761/2201228
Fax: 2822290

Corporate Branch
Ground Floor, HBL Tower,
Blue Area, Islamabad
Phone: 051 2820683
Fax: 2822206

NWFP

Peshawar

Arbab Road Branch
Peshawar Cantt.
Peshawar

Phone: 091 272167/9211161
Fax: 278869

Balochistan

Quetta

Complex Branch
Shahrah-e-Gulistan,
Quetta
Phone: 081 2836575/2829379
Fax: 2825791

Annexure B

Current level of Sales Load and Management Fee

Sales Load:

Front End Load:	2.5%
Back End Load:	Nil
Contingent Load:	2.0%

The above sales load will be effective after close of initial Offer

Management Fee:

The current level of management remuneration is 3% per annum on average Annual Net Assets.

FORMS

DEFINITIONS

Unless the context requires otherwise the following words or expressions shall have the meaning respectively assigned to them:

- 1.1 **“Accounting Date”** means the thirtieth day of June in each year provided that the Management Company with the written consent of the Trustee, change such date to any other date and such change shall be intimated to the Commission.
- 1.2 **“Accounting Period”** means a period ending on and including an Accounting Date and commencing (in case of the first such period) on the date on which the Trust Property is first paid or transferred to the Trustee and (in any other case) from the end of the preceding Accounting Period.
- 1.3 **“Account Statement”** means statement of transactions in Units in the folio of the Holder.
- 1.4 **“Administrative Plans”** means investment plans offered by Management Company, where such plans allow investors a focused investment strategy in any one or a combination of unit trust schemes managed by the Management Company and for which the Trustee is appointed as the trustee.
- 1.5 **“Audit Date”** means the date on which the Auditor issues its report in respect of the Scheme’s balance sheet and income and expenditure account for the corresponding Accounting Period.
- 1.6 **“Auditor”** means the Auditors of the Trust appointed by the Management Company as per the Rules.
- 1.7 **“Authorised Branch”** or **“Branches”** means those branches of the Distributors authorised by the Management Company to perform the Distribution Function.
- 1.8 **“Authorized Investment”** means Pakistan origin investments transacted, issued, traded or listed inside or outside Pakistan and includes any of the following:-
 - a. Listed Equity Securities;
 - b. Listed Debt Securities;
 - c. Unlisted Equity Securities ;
 - d. Unlisted Debt Securities;
 - e. Money Market Instruments including Certificates of Deposit, Certificate of Investments, Bankers Acceptance, Letter of Placements, Letter of Obligation, Certificate or Letter or Discounting and any other type of placement or money market transaction
 - f. Debentures and Debenture Stocks;
 - g. Global Depository Receipts and American Depository Receipts

- h. Islamic / interest free instruments such as sukuk bonds, musharika certificates, modaraba structures based securities, Ijara certificates and modarba structures;
- i. Government of Pakistan Investment Bonds, Federal Investment Bonds, Treasury Bills and other Federal Government Securities;
- j. Long, medium and short term deposits with Commercial banks;
- k. Long, medium and short term deposits in foreign Currencies with Commercial banks after prior approval of the applicable regulatory authorities;
- l. Secured debt securities issued by local governments and government agencies;
- m. Unsecured debt securities issued by local governments and government agencies;
- n. Secured debt securities issued by public sector entities and/or financial institutions;
- o. Secured debt securities issued by private sector entities and/or financial institutions;
- p. Unsecured debt securities issued by public sector entities and/or financial institutions;
- q. Unsecured debt securities issued by private sector entities and/or financial institutions;
- r. Certificates of Investment/Deposits issued by financial institutions;
- s. Commercial papers
- t. Asset-backed or mortgage-backed debt securities and all other securities traded in the Over the Counter markets
- u. Other countries Sovereign bond.
- v. Spread transaction, aimed at earning a spread in the prices of securities resulting from timing and pricing difference between ready and future settlement of locally listed securities and also between GDR's issued by local entities and its local shares equivalent. The fund may buy in a security in the ready settlement market and sell in future settlement market and reverse thereof (including unwinding of transactions). Such transactions to be carried out simultaneously to the extent possible so as to avoid any risk emanating from the movements in the prices of underlying securities ;
- w. Reverse Repurchase transaction against eligible Securities as notified by the Commission/Stock exchange;
- x. CFS (Continuous Funding System); or any such replacements by what ever name called with necessary SECP approval subject to restrictions as imposed in the offering documents or such restriction imposed by the commission from time to time through directions
- y. Any other security and/or instruments that may be allowed by the SECP, the Rules or any other regulatory authority from time to time.
- z. Authorized investments in overseas markets subject to prior separate written approval of the SECP and State Bank of Pakistan to the extent and subject to such cap as may prescribed by SECP/SBP, from time to time; and.
- aa. Derivative instruments such as warrants, options, synthetics derivative, financial options, other contracts for ready, future and forward settlement, equity derivatives, fixed income and currency derivatives, interest rate swaps, forwards rate agreements, and such investment shall include those for ready settlement as well as those for future settlement and credit linked notes. The investment in this asset class will be for hedging purposes only and subject to such other terms and conditions as may be notified by the SECP from time to time.

- 1.9 “Back-end Load”** means a processing charge deducted from the Net Asset Value in determining the Redemption Price.
- 1.10 “Bank”** means a banking company licensed under the Banking Companies Ordinance, 1962 or any other regulation for the time being in force and shall include a bank incorporated outside Pakistan and carrying on Banking Business in Pakistan as a scheduled bank.
- 1.11 “Bank Accounts”** means those accounts the beneficial ownership of which rests in the Holder and for which Trustee has been appointed as the trustee.
- 1.12 “Broker”** means any person engaged in the business of effecting transactions in securities for the account of others.
- 1.13 “Business Day”** means a day on which Banks and Stock exchange are open for business in Pakistan.
- 1.14 “Continuous Funding System (CFS)”** means a form of financing through the Stock Exchange consisting of two simultaneous transactions, the first for purchase of an underlying security (shares) on the following scheduled settlement date for the security and the second for selling back the security for a subsequent settlement date. Investments in CFS shall be restricted up to a maximum of 25% of Net Assets of HBL Stock Fund, with not more than 20% of the CFS amount in any one scrip at the time of investment;
- 1.15 “Certificate”** means the definitive certificate acknowledging the number of Units registered in the name of the Holder issued at the request of the Holder pursuant to the provisions of this Deed.
- 1.16 “Companies Ordinance”** means the Companies Ordinance, 1984, as amended from time to time.
- 1.17 “Commission”** means the Securities and Exchange Commission of Pakistan, established under section 3 of the Securities and Exchange Commission of Pakistan Act, 1997.
- 1.18 “Connected Person”** shall have the same meaning as in the Rules.
- 1.19 “Constitutive Document”** means the Trust Deed that is the principal document governing the formation, management or operation of the Trust, the Offering Document and all material agreements in relation to the Trust.
- 1.20 “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 Units are held. The load so deducted shall form part of the deposited property.
- 1.21 “Core Investors”** means the initial investors, who shall be required to subscribe to the number of Units of the aggregate par value as prescribed in Rule 67(2)(f) of the Rules and to hold the same for a minimum period of two years from the date of close of initial offer period.

1.22“Core Units” means such Units of the Trust that are issued to Core Investors with the condition that these are not redeemable for a period of two years from the date of close of initial offer period. However, such Units are transferable with this condition and shall rank pari passu with all other Units save for this restriction. Any transfer of these Core Units, during the first two years of their issue, shall be affected only on the receipt by the Transfer Agent of a written acceptance of this condition by the transferee and the Management Company will, prior to such transfer, intimate the Commission.

1.23“Custodian includes Bank(s) or trust company which is a subsidiary of such a Bank or a banking institution incorporated outside Pakistan or a central depository company approved by the Commission or a NBFC carrying out investment finance services provided it has been approved by the Commission to act as custodian or such other Company as may be approved by the Commission to act as Custodian, that may be appointed by the Trustee to hold and protect the Trust Property or any part thereof as custodian on behalf of the Trustee; the Trustee may also itself, provides custodial services for the Trust at competitive terms, as part of the normal line of its business.

1.24“Deposited Property” or “Trust Property” means the aggregate proceeds of the sale of all Units at Offer Price after deducting therefrom or providing thereout any applicable Sales Load and Duties and Charges and includes the Investment and all income, profit and other benefits arising therefrom 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 Holders pursuant to this Deed but does not include any amount standing to the credit of the Distribution Account. .

1.25“Distribution Account” means the account (which may be a current, saving or deposit account) maintained by the Trustee with a Bank, approved by the Management Company in which the amount required for the distribution of income to the Holders shall be transferred.

1.26“Distributor/ Distribution Company” means a person, company, firm or a Bank appointed by the Management Company under intimation to the Trustee for performing any or all of the Distribution Function and shall also include the Management Company itself, if it performs the Distribution Function. The Management Company shall compensate the Distributors out of the sales load collected by it in the offer price and/or Management Fee.

1.27“Distribution Function” means with regard to:

- (a) Receiving applications for issue of Units together with the aggregate Offer Price for Units applied for by the applicants;
- (b) Issuing of receipts in respect of (a) above;
- (c) Issuing Units to the applicants in accordance with the terms of the scheme.
- (d) Interfacing with and providing services to the Holders including receiving redemption applications, transfer applications, conversion notices and applications for change of address or issue of duplicate Certificates for immediate transmission, in accordance with the instructions given by the

Management Company or the Trustee, to the Management Company or the Trustee, to the Management Company or the Transfer Agent as appropriate; and

- (e) Accounting to the Trustee 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.

1.28“Duties and Charges” means in relation to any particular transaction or dealing all stamp and other duties, taxes, Government charges, brokerage, bank charges, transfer fees, registration fees and other duties and charges whether in connection with the constitution of the Trust Property or the increase or decrease of Trust property or the creation, issue, sale, transfer, redemption or purchase of Units or the sale or purchase of Investments or in respect of the issue, transfer, cancellation or replacement of a Certificate or otherwise which may have become or may be payable in respect of or prior to or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable but do not include the remuneration payable to the Distribution Company or any commission, charges or costs which may have been taken into account in ascertaining the Net Asset Value.

1.29“Formation Cost” means all preliminary and floatation expenses of the Trust including expenses in connection with authorization of the Scheme, execution and registration of the Constitutive Document, issue, circulation and publication of the Offering Document and all expenses incurred during the Initial Period.

1.30“Front-end Load” means the Sales Load that is included in the Offer Price of Units.

1.31“Money Market Instruments” Means short-term debt and monetary instruments. Money Market instruments are forms of debt that mature in less than one year and are very liquid. Money Market Instruments include treasury bills and notes, bankers’ acceptance, negotiable certificates of deposit with contractual maturity of one year or less, note issuance facilities, revolving underwriting facilities and promissory notes, short term debt securities, commercial and financial paper, Debt securities that have been sold under repurchase agreement, securities that have been lent under a securities lending agreement and any other securities as authorized by State Bank of Pakistan and Commission.

1.32“Holder” or “Unit Holder” means the investors for the time being entered in the Register as owner of a Unit, including investors jointly so registered pursuant to the provisions of this Deed.

1.33“Initial Period” or “Initial Offering Period” means a period determined by the Management Company not exceeding ninety days during which Units will be offered at the Initial Price in terms of the Offering Document.

1.34“Initial Price” means the price per Unit during the Initial Offering Period determined by the Management Company.

1.35“Investment” means any Authorised Investment forming part of the Trust Property.

1.36“Investment Facilitator/ Sales Agents” means an individual, firm, corporate or other entity appointed by the Management Company to identify, solicit and assist investors in investing in the Scheme. The Management Company shall compensate the Investment Facilitators/ Sales Agents out of the Sales Load collected by it in the Offer Price and/or Management Fee.

- 1.37“Net Assets”** shall have the same meaning as in the Rules.
- 1.38“Net Asset Value”** or **“NAV”** means per Unit value of the Trust arrived at by dividing the Net Assets by the number of Units outstanding.
- 1.39“No Sales Load”** means no Sales Load payable on sale or redemption of Units.
- 1.40“Offer Price”** means the sum to be paid to the Trustee for issuance of one Unit, such price to be determined pursuant to clause 4.5.1 of this Offering Document.
- 1.41“Offering Document”** means the prospectus, advertisement or other document (issued by the Management Company with written consent of the trustee and approved by the Commission), which contains the investment and distribution policy and all other information in respect of the Scheme, as, required by the Rules and is calculated to invite offers by the public for purchase of Units in the Unit Trust.
- 1.42“Online”** means transactions through electronic Data Interchange whether real-time transactions or otherwise which may be through the internet, intranet networks and the like.
- 1.43“Ordinance”** means the Securities and Exchange Ordinance, 1969, as amended from time to time.
- 1.44“Par Value”** means the face value of a Unit that shall be Rupees Ten (Rs. 10) or such other amount as may be determined by the Management Company in consultation with the Trustee from time to time and such other amount shall be intimated to the Commission.
- 1.46“Permitted Amendments”** is defined in clause 14.1.
- 1.47“Personal Law”** means the law of inheritance and succession as applicable to the individual Unit Holder.
- 1.48“Redemption Price”** means the amount to be paid to the relevant Holder of a Unit upon redemption of that Unit, such amount to be determined pursuant to clause 4.6.1 of this Offering Document.
- 1.49“Register”** means the Register of the Holders kept pursuant to the Rules and this Deed.
- 1.50“Registrar Functions”** means the functions with regard to:
- (a) Maintaining the Register;
 - (b) Receiving application for redemption and transfer/ transmission of Units directly from Holder or legal representatives or through Distributor;
 - (c) Processing requests for issue, redemption, transfer and transmission of Units and requests for recording of pledge or for recording of changes in information/ particulars/ data with regard to the Holders;
 - (d) Issuing Account Statements to Holders;

- (e) Issuing Certificates including Certificates in lieu of undistributed income to Holders;
- (f) Dispatching income distribution warrants and allocating Units to Holders on re-investment of dividends as per clause 11.2.4 of this Deed;
- (g) Cancelling old Certificates on redemption or replacement;
- (h) Maintaining record of lien/ pledge/ charge; and
- (i) Keeping record of change of addresses/ other particulars of the Holders.

1.51 “**Reporting Currency/ Base Currency**” means the currency used in presenting the financial statements which will be the Pakistani Rupee.

1.52 “**Restricted Investments**” means the following:

- (a) Bearer securities;
- (b) Securities on margin;
- (c) Securities which result in assumption of unlimited liability (actual or contingent);
- (d) Commodities or commodity contracts; and
- (e) Real estate or interest in real estate save and except in securities which are secured by real estate or interests therein or issued by companies that invest in real estate or interest therein and are approved by the Management Company;

Any investment, which is not an Authorised Investment as defined in Clause 2.3 of this Offering Document, provided such investment has been approved by the Commission as Authorised Investment

1.53 “**Rules**” mean the Non Banking Finance Company (Establishment and Regulation) Rules 2003, as amended from time to time.

1.54 “**Sales Load**” means the sales and processing charge or commission (excluding Duties and Charges) not exceeding five percent (5%) of the Net Asset Value, (as mentioned in annexure ‘B’ of this Offering Document), which may be included in 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. The Management Company may apply different levels of Sales Load for different types of Units and/or for different types of Plans under the HBL Stock Fund.

1.55 “**Stock Exchange**” means Karachi Stock Exchange, Lahore Stock Exchange, Islamabad Stock Exchange or any other stock exchange registered under Section 5 of the Ordinance.

1.56 “**Subscription Day**” means every Business Day provided that the Management Company may with the prior written consent of the Trustee and upon giving not less than

seven days notice in at least two newspapers widely circulated in Pakistan, declare any particular Business Day not to be a Subscription day.

- 1.57 “Supplementary Offering Document”** means a document issued by the Management Company, with the consent of the Trustee, after seeking approval of the Commission, describing the special features of an administrative plan offering investment in the Balanced Fund or a combination of the Balanced Fund and other schemes managed by the Management Company, or any amendments made to the Offering Document.
- 1.58 “Transaction Cost”** means the cost incurred or estimated by the Management Company to cover the cost (such as but not restricted to, brokerage, Trustee charges, taxes or levies on transactions, etc.) related to the investing or disinvesting activity of the Trust’s portfolio, inter alia, necessitated by creation or cancellation of Units, which costs may be added to the NAV for determining the Offer Price of Units or to be deducted from the NAV in determining the Redemption Price.
- 1.59 “Transfer Agent”** means a company including a Bank that the Management Company may appoint for performing the Registrar Function or the Management Company may itself perform the registrar function.
- 1.60 “Trust”, “Unit Trust”, “Fund” or “Scheme”** means the Unit Trust constituted by this Trust Deed for continuous offers for sale of Units.
- 1.61 “Trust Deed” or “Deed”** means this Trust Deed executed between the Management Company and the Trustee.
- 1.62 “Unit”** means one undivided share in the Trust and where the context so indicates a fraction thereof.

Words and expressions used but not defined herein shall have the meanings assigned to them in the Rules. Words importing persons include corporations, words importing the masculine gender include the feminine gender, words importing singular include plural words, “written” or “in writing” include all means of visible reproduction.