

**THIRD SUPPLEMENTAL TRUST DEED OF
PAKISTAN INTERNATIONAL ELEMENT ISLAMIC FUND**

THIS THIRD SUPPLEMENTAL TRUST DEED OF PAKISTAN INTERNATIONAL ELEMENT ISLAMIC FUND is made and entered into at Karachi, on this 05th day of December, 2008; by and between

BY AND BETWEEN

(A) **Arif Habib Investment Management Limited**, a company incorporated under the Companies Ordinance, 1984, with its registered office at 2/1, R.Y. 16, Old Queens Road, Karachi (hereinafter called the "**Management Company**", which expression where the context so permits shall include its successors-in-interest and assigns) of the One Part; and

AND

(B) **Central Depository Company of Pakistan Limited**, a company incorporated under the Companies Ordinance, 1984 and registered with the Securities & Exchange Commission of Pakistan (the "**Commission**") as a Central Depository Company, with its registered office at CDC House, 99-B, Block "B", S.M.C.H.S. Main Shahrah-e-Faisal, Karachi, (hereinafter called the "**Trustee**", which expression where the context so permits shall include its successors-in-interest and assigns) of the Other Part.

WHEREAS:

- (1) The Management Company and the Trustee executed a Trust Deed dated December 14, 2005, to constitute Pakistan International Element Islamic Fund, which Trust Deed was registered with the Sub-Registrar, T Division I-A, Karachi, under Registered No.680 of Book No. IV Addl. dated 14-12-2005 and M.F. Roll No.U-113650/3059 dated 21-12-2005, ("the Trust Deed").
- (2) The Management Company and the Trustee amended certain Clauses of the Trust Deed in accordance with Clause 14 of the Trust Deed, vide a First Supplemental Trust Deed of Pakistan International Element Islamic Fund dated December 11, 2006 which was registered with the Sub- Registrar-I, Jamshed

Town, Karachi, under Registered No. 1333 of Book No.IV dated 12-12-2006 and M.F. Roll No. U-102902/3937-3939 dated 23-12-2006.

- (3) The Management Company and the Trustee further amended certain Clauses of the Trust Deed in accordance with Clause 14 of the Trust Deed, vide a Second Supplemental Trust Deed of Pakistan International Element Islamic Fund dated September 18, 2008 which was registered with the Sub- Registrar-II, Saddar Town, Karachi, under Registered No. 556 of Book No. IV dated 18-09-2008 and M.F. Roll No. U-74086/5391 dated 24-09-2008.
- (4) The Management Company and the Trustee have agreed to further amend certain Clauses of the Trust Deed in accordance with Clause 14 of the Trust Deed, vide this Third Supplemental Trust Deed.
- (5) The Securities & Exchange Commission of Pakistan ("the Commission") has approved the further amendments to the Trust Deed, vide its letter No. NBFC-II/DD/AHIM/PIEIF/1018/2008 dated December 01, 2008, annexed hereto as Annexure "A".

NOW THEREFORE THIS THIRD SUPPLEMENTAL TRUST DEED OF PAKISTAN INTERNATIONAL ELEMENT ISLAMIC FUND, WITNESSETH AS FOLLOWS:—

1. Amendment of Clause 10.2 of the Trust Deed:

Clauses 10.2.1 and 10.2.2 be and are hereby replaced by the following texts:—

- 10.1 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 Shariah-Compliant arrangements with Banks, Financial Institutions and collective investment schemes for borrowing by the Trustee for the account of the Fund, provided that the charges payable to such Banks, Financial Institutions and collective investment schemes are not higher than the prevailing market rates. Provided further that the maximum borrowing for the account of the Trust shall not exceed the limit provided in the Non-Banking Finance Companies

and Notified Entities Regulations, 2007, but 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”.

- 10.2 “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, Financial Institutions and collective investment schemes. The Trustee or the Management Company shall not in any manner be liable in their personal capacities for repayment of such loans or advances.”

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

The Trustee and the Management Company hereby certify that the above amendments are required in the Trust Deed for making additional borrowing arrangements with collective investment scheme and that in the opinion of the Management Company and the Trustee, the above amendments shall not prejudice the interests of the Unit Holders or any of them or operate to release the Trustee or the Management Company from any responsibility to the Unit Holders.

IN WITNESS WHEREOF, THIS THIRD SUPPLEMENTAL TRUST DEED OF PAKISTAN INTERNATIONAL ELEMENT ISLAMIC FUND has been executed on the date first mentioned above.

The Common Seal of Arif Habib Investment Management Limited was hereunto fixed on December 05, 2008 in the presence of:

Seal: _____
Mr. Nasim Beg
Chief Executive

Syed Ajaz Ahmed
CFO & Company Secretary

The Common Seal of Central Depository Company of Pakistan Limited was hereunto fixed on December 05, 2008 in the presence of:

Seal: _____
Mr. Kamran Qazi
CFO & Company Secretary

WITNESSES

1. _____
Syed Shaukat Hussain Rizvi

2. _____
Zeeshan Quddus