

TRUST DEED

BETWEEN

**AXA MANSARD INVESTMENTS
LIMITED**

RC 724966

(FUND MANAGER)

AND

**INVESTMENT ONE FINANCIAL
SERVICES LIMITED**

RC 725421

(TRUSTEE)

**THE TRUST DEED CONSTITUTING THE TRUST FOR THE
2,000,000,000 UNITS OF THE AXA MANSARD MONEY MARKET
FUND**

THE TRUSTEE, INVESTMENT ONE FINANCIAL SERVICES WILL BE LIABLE
FOR BREACH OF ITS DUTIES WHERE IT FAILS TO CARRY OUT ITS
RESPONSIBILITIES UNDER THE TRUST DEED OR REPORT BREACH OF
THE TERMS OF THE TRUST DEED TO THE COMMISSION.

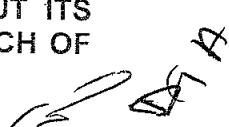


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THIS TRUST DEED is made the day of 2016.

BETWEEN

AXA MANSARD INVESTMENTS LIMITED a private limited liability company duly incorporated in Nigeria with RC No 724966 and duly licensed with the Securities and Exchange Commission ("SEC") whose registered office is situate at Plot 927/928 Bishop Aboyade Cole, Victoria Island, Lagos (hereinafter called "the Fund Manager" which expression shall where the context so admits include its successors-in-title and assigns) of the one part;

AND

INVESTMENT ONE FINANCIAL SERVICES LIMITED a private limited liability company duly incorporated in Nigeria with RC No 725421 and duly licensed with the Securities and Exchange Commission ("SEC") whose registered office is situate at 37 Karimu Kotun Street, Lagos (hereinafter called "the Trustee" where the context so admits include its successors-in-title and assigns) of the other part.

WHEREAS:-

- a. The Fund Manager is authorized by a resolution of the Board of Directors dated the 18th day of June 2014, subject to the approval of SEC, to establish an open-ended Unit Trust Scheme to be known as AXA MANSARD MONEY MARKET ("the Fund") and to act as manager of the Fund;
- b. By virtue of Clause 1 above, the Fund Manager pursuant to a resolution dated the 18th day of June 2014 by its Board of Directors is authorized to register up to 2,000,000,000 units of the Fund at ₦1 per Unit.
- c. The Fund will provide investors the opportunity of earning high level of current income from returns accruing from investments by the Fund Manager in high quality money market instruments with financial institutions and short term government securities as may be approved by SEC from time to time.
- d. The Fund Manager has appointed the Trustee to act as Trustee of the Fund on behalf of and for the benefit of the Unitholders. The Trustee has agreed to act as Trustee to the Fund for the benefit of Unit Holders subject to the terms and conditions set forth in this Deed.
- e. The Fund Manager and the Trustee are distinct and separate legal entities both duly incorporated under the Companies and Allied Matters Act, CAP. C20 2004 (CAMA) and neither of them is a subsidiary or affiliate of the other.

IT IS HEREBY AGREED AND DECLARED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed unless otherwise provided the following words or expressions shall have the meaning respectively assigned to them below:-

1.1.1 "**Administration Fund**" means the designated account to be opened in the name of the Trustee/Fund by the Custodian and operated/held by the Custodian with a Bank for the purpose of paying Charges incidental to the administration and management of the Fund.

1.1.2 "**Auditors**" means **HORWATH DAFINONE** or any other firm of auditors properly appointed in accordance with clause 28 of this Trust Deed.

1.1.3 "**Authorized Investment**"- means investment instruments and securities authorized for the fund further to the asset allocation provided in the Trust Deed.

1.1.4 "**Associated Person**" means any officer, director or employee of the Fund Manager, or any person performing similar function or occupying a similar status, any person directly or indirectly controlling, controlled by or under common control with the Fund Manager.

1.1.5 "**Bank**" means a banking company licensed by the Central Bank of Nigeria under the Banks and other Financial Institutions Act.

1.1.6 "**Bid Price**" means the price at which a Unit of the Fund would be redeemed or repurchased by the Fund Manager, from a Unit-holder computed in accordance with the formula specified in schedule VI of the SEC Rules and Regulations or such other formula that may be prescribed by the SEC from time to time.

1.1.7 "**Business Day**" means any Monday through Friday excluding days designated by the Federal Government of Nigeria as a public holiday.

1.1.8 **“Companies & Allied Matters Act” or “CAMA”** means the Companies and Allied Matters Act Cap C20 Laws of the Federation of Nigeria (“LFN”) 2004 as modified or amended from time to time.

1.1.9 **“Custodian”** means **FCMB NOMINEES** or such other entity appointed by the Fund Manager with the prior approval of the Trustee and duly registered by SEC as a Custodian to hold and protect the deposited property of a Collective Investment Scheme.

1.1.10 **“Deposited Property”** means all assets (including cash) for the time being held or deemed to be held on trust for the Fund and all Net Income Proceeds realized by the Fund which are yet to be invested or distributed excluding any sums or investment which are for the time being standing to the credit of the Distribution Account.

1.1.11 **“Distribution Account”** means the designated account held and maintained by the Custodian where all Net Income proceeds of the Fund are to be paid to Unitholders.

1.1.12 **“Distribution”** means any distribution of income proceeds made to Unit Holders out of the profits of the Fund in any Financial Year either in cash or in any other form that may be agreed by the Trustee and the Fund Manager

1.1.13 **“Dividends”** means a portion of the Fund’s profits distributed pro rata to the Unit-holders.

1.1.14 **“Financial Year”** means the period of twelve months ending 31st December, or any other period as may from time to time be determined by the Fund Manager with the prior written consent of the Trustee.

1.1.15 **“The Fund or Trust Fund”** means **AXA MANSARD MONEY MARKET FUND** as constituted by this Deed and includes the investments and cash for the time being vested in the Trustee under this Deed or any deed supplemental to this Deed under the following headings:

- a) all such investments as may in accordance with the provisions herein contained be vested in the Trustee for the purpose of being held by or on behalf of the Trustee upon trusts of this Deed; and
- b) all unrealized capital not included in the value of the investment and any cash of a capital nature.

1.1.16 **"Income Account"** means the designated account held in the name of the Trustee/Fund by the Custodian into which all proceeds of the sale of Units and any gains realized on the disposal of any investments or securities held by the Fund shall be paid.

1.1.17 **"ISA"** means the Investment and Securities Act No. 29 of 2007.

1.1.18 **"Investment"** means any Authorized Investment forming part of the Deposited Property.

1.1.19 **"Subscription Price"** means the sum of ₦1 (One Naira) being the offer price of the Units.

1.1.20 **"Investment Committee"** means the committee constituted under clause [45] hereof.

1.1.21 **"Issued Units"** means all the Units of the Fund that have been sold to the Unit Holders and have not been redeemed.

1.1.22 **"Minimum Number of Units"** means 2,000 units or such number of initial subscription of Units as the Fund Manager prescribes.

1.1.23 **"Net Asset Value"** means the gross assets of the Fund minus the Fund's expenses and liabilities

1.1.24 **"Redemption"** means the redemption of Units in the Fund.

1.1.25 **"Redemption Documents"** means the Statement of Unitholding and Redemption Notice set out in the Third and Fourth Schedules to this Deed respectively;

1.1.26 **"Register"** means the Register of Unitholders maintained by the Fund Manager pursuant to this Deed.

1.1.27 **"Registered Unit"** means a Unit representing a share of a Unitholder in the assets of the Fund in respect of which a Unit Holder is entered in the Register as the holder thereof.

1.1.28 **"Statement of Unitholding"** means a statement evidencing the number of Units held by a Unit-holder which shall be issued in

the form or substantially in the form prescribed in the Third Schedule hereto;

1.1.29 **"SEC Rules"** means the Rules and Regulations of the Commission made pursuant to the ISA.

1.1.30 **"Stock Exchange"** means The Nigerian Stock Exchange

1.1.31 **"The Commission" or "SEC"** means the Securities and Exchange Commission as established pursuant to the Investments and Securities Act No. 29 of 2007.

1.1.32 **"Trust"** means the Trust constituted by this Deed being an Open-ended Scheme.

1.1.33 **"Trust Deed" or "this Deed"** means the provisions of this Deed and any other document supplemental hereto or executed in pursuance thereof.

1.1.34 **"Trustee"** means Investment One Financial Services Limited, its successors- in title or such other replacement trustee or trustees as may be appointed in accordance with the provisions of the Trust Deed and the SEC Rules

1.1.35 **"The Trust Period"** means the period of 21 (twenty-one) years from the date of this Deed until the Trust shall be terminated in manner hereinafter provided.

1.1.36 **"Unit"** means a unit in the Fund;

1.1.37 **"Unit Holder" or "Holder of Units"** means person(s) for the time being entered in the Register having subscribed to the fund.

1.1.38 **"Year"** means a calendar year of 365 days and in the case of a leap year, 366 days.

1.2 In this Deed, reference to:

A statutory provision includes a reference to:

- (i) the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of this Deed); and
- (ii) any subordinate legislation made under the statutory provision (whether before or after the date of this Deed);

- 1.2.1 Person(s) includes a reference to a natural person, individual, enterprise, company, corporation, partnership, joint venture, trust, association or any other legal person or entity of whatever nature, including in any such case its permitted successors and assignees in such capacity or any successor to its functions and capacities;
- 1.2.2 The masculine gender shall be construed to include the feminine gender and vice versa;
- 1.2.3 A clause, schedule or annex, unless the context otherwise requires, is a reference to a clause of or schedule or annex to this Deed;
- 1.2.4 Where any rules are applicable to the management of mutual funds are amended, the provisions of this trust deed will be deemed to be amended accordingly.
- 1.2.6 The headings used in this Deed are for convenience only and shall not affect the interpretation of this Deed.
- 1.2.7 Words used in the singular shall where appropriate, be construed to include the plural and vice versa.

1.3 Reference to a document shall be construed as a reference to such document as may from time to time be amended, restated, supplemented, novated or otherwise modified but disregarding any amendment, supplement or other modification made in breach of this Deed.

2. DECLARATION OF TRUST

- 2.1 It is hereby declared that an open-ended collective investment scheme in the form of a Trust in the name and title of "AXA MANSARD MONEY MARKET FUND" is hereby created and the Fund Manager is hereby appointed to establish, manage, operate and administer the Fund and the Trustee is hereby nominated and appointed as the Trustee of the Fund. The Fund Manager and the Trustee hereby agree to such appointments and further declare that:
 - 2.1.1 The Fund's assets shall from time to time be vested in the Trustee in trust for the benefit of the Unit-Holders ranking *pari passu* according to the number of Units held by each Unit- Holder;
 - 2.1.2 The Fund's assets shall be held by the Trustee as "the Trustees of the AXA MANSARD MONEY MARKET FUND";

- 2.1.3 The Fund Manager shall establish, manage, operate and administer the Fund on the terms and conditions contained in this Trust Deed and any conditions approved by the Trustee or as may be imposed by the Commission from time to time; and
- 2.1.4 The Fund shall be invested from time to time by the Fund Manager in consultation with the Trustee in accordance with the terms and conditions contained in this Trust Deed.

3. THE TRUST DEED

The provisions of this Deed and of any duly executed Deed supplemental hereto shall be binding on the Trustee and the Fund Manager and the Unit Holders and all persons claiming through them respectively as if such Unit Holders and persons are parties to this Deed and any such supplemental Deed.

4. DESCRIPTION AND OBJECTIVE OF THE FUND

- 4.1 The **AXA MANSARD MONEY MARKET FUND** is an actively managed open-ended Unit Trust Scheme that enables the Unit Holders to invest subject to the approval of SEC from time to time, in a diversified portfolio of quality money market securities and low risk short-term securities such as Treasury Bills, Commercial Papers, Bankers Acceptance and Certificate of Deposits with highly rated banks in Nigeria on behalf of investors that value liquidity and security of assets.
- 4.2 The fundamental objective of the Fund is to provide Unitholders with competitive income, liquidity and security of asset through investment in a select portfolio of quality money market securities and short term government securities with tenors of less than one (1) year.

5. RIGHTS OF UNIT HOLDERS

- 5.1 No Unitholder shall be liable to make any further payments to the Trustee or the Fund Manager after he has paid the Unit Price of the Units as the case may be, in accordance with Clause [7] of this Trust Deed, and no further liability shall be imposed on any Unitholder in respect of Units held by him.
- 5.2 The Unitholders shall not have or acquire any right against the Fund Manager or the Trustee in respect of Units save such as are expressly conferred upon them by this Deed or by any laws regulating this Deed or court orders.

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- 5.3 No person shall be recognized as a Unitholder except in respect of Units registered in his name.
- 5.4 Each Unitholder has a beneficial interest in the Trust proportionate to the Units held by such Unit-Holder and shall have such rights as are set out in this Trust Deed and the Prospectus.
- 5.5 The Fund Manager shall not be treated for the purposes of this Deed as the Unitholder of each Unit during such time that neither the Fund Manager nor any other person is registered as the Unitholder but nothing herein contained shall prevent the Fund Manager from subscribing for and becoming a registered holder of the Units in the Fund.
- 5.6 The Investment shall be held as a single common Fund and no unit thereof shall confer any interest or share in any particular part of the Investment.
- 5.7 The Unitholders shall have a right to:
 - 5.7.1 mortgage, pledge, charge or otherwise use their Unit-holdings as security for any debt, loan or obligation entered into by them;
 - 5.7.2 subject to the provisions of this Deed, Unitholder of not less than 25% of the Issued Units shall convene meetings of Unit holders and
 - 5.7.3 receive dividends.

6. CONSTITUTION OF THE FUND

- 6.1 The Fund shall initially be constituted from the registration of units of the Mansard Money Market Portfolio which upon registration will be referred to as the AXA Mansard Money Market Fund.
- 6.2 Cash and all assets in the Mansard Money Market portfolio at the point of registration, cash proceeds received from subscriptions subsequent to registration and any other assets or property at all times will be vested in the Trustee and held in the custody of the Custodian, shall constitute the Fund after deduction of or provisions for Charges by the Fund Manager and be maintained in an account subject to any regulation or directive of the Commission requiring a scheme's assets to be held by an authorized custodian.

- 6.3 The Trustee shall have all the rights and powers conferred upon trustees by the Trustee Investment Act Cap T22 LFN 2004.
- 6.4 The powers hereby conferred on the Trustee shall be exercised in addition to any powers which may from time to time be vested in it by general law or as holder of the Fund in so far as it does not and shall not conflict with the rights and powers vested in the Fund Manager by virtue of this Deed. The Trustee in the exercise of powers and discretions vested in it by this Deed shall comply with the provisions of ISA, and all rules and regulations made pursuant to it.
- 6.5 The Custodian will manage the designated account of the Fund in consultation with the Fund Manager and Trustee.
- 6.6 All stamp duty and all other taxes and Charges payable on the trusts of this Deed shall be payable out of the Administration Fund.
- 6.7 The Fund shall be held as a single common fund and no Unit shall confer any interest or share in any particular part of the Fund.
- 6.8 The Fund Manager shall not borrow upon the Investment of the Fund nor on behalf of the Fund or Unitholders and monies may not be lent of the Investment of the Fund.
- 6.9 The Fund Manager shall supply the Commission and the Trustee with quarterly reports thereon and a valuation of the investments held in the Fund and shall supply the said reports and valuation to the Unit holders once every year.

7. . . SALE AND ISSUANCE OF UNITS

- 7.1 The Fund Manager shall effect the issue of New Units for cash or in exchange of a valid election made pursuant to this clause at a price not exceeding the Unit Price.
- 7.2. The minimum investment in the Fund that one or joint Unit Holder(s) may make pursuant to the registration of the fund is 2,000 Units of the Fund at N1 par value and additional Units shall be issued in multiples of 1000 and shall be payable in full upon subscription.
- 7.3 The Fund Manager shall furnish to the Trustee half-yearly and from time to time on demand, a statement of all issues and sales of Units specifying the price at which such Units were issued or sold and giving such other information as it may deem necessary to enable the Trustee ascertain at any particular time the value of the Held Assets. The Trustee shall be entitled to refuse to issue a Statement of Unitholding if

at any time they are of the opinion that the provisions of this clause with regard to the issue and sale of Units has been, is being or is likely to be infringed but nothing in this sub-clause or elsewhere in this Deed shall impose upon the Trustee any responsibility for satisfying themselves before issuing a Statement of Unitholding that the Fund Manager has complied with the provisions of this clause unless requested in writing by a Unit holder to do so.

- 7.4 The Fund shall be domiciled in Nigeria and shall be denominated in Nigerian Naira.
- 7.5 Subsequent to the initial registration, the Fund Manager shall have the power to create additional Units which shall be registered with SEC.

8. MANAGEMENT OF THE FUND

- 8.1 The effective control over the affairs of the Trust is vested in and will be exercised independently by the Trustee on behalf of the Unit Holders
- 8.2 The Fund Manager shall obtain the prior consent of the Trustee through the Investment Committee and where applicable the consent of the Commission before finalizing any investment it wishes to make.
- 8.3 The Fund Manager shall be entitled, "subject to the consent of the Trustee, to delegate to any person, firm or corporation upon such terms and conditions as it may think fit all or any of its powers and discretion in relation to the selection acquisition holding and realization of investments and applications of any monies forming part of the Investments PROVIDED THAT the Fund Manager shall remain liable hereunder for any act or omission of any such person firm or corporation in relation to the exercise or non-exercise of any powers or discretion so delegated as if the same were an act or omission of the Fund Manager.
- 8.4 Where any rules applicable to the management of mutual funds are amended, the provisions of this trust deed will be deemed to be amended accordingly.

9. DURATION OF THE TRUST

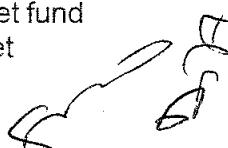
The Common Law Rule against perpetuities shall apply to the trust of this deed and the Trust shall last for 21 years and only at the expiration of this trust period shall unit holders have the right to renewal for another term of 21 years.

10. INVESTMENT POLICY AND INVESTMENT OUTLETS OF FUND

- 10.1 To achieve the objectives of the Trust, the Fund Manager shall adopt and maintain an investment policy that is designed to ensure a steady return on capital, subject to the approval of SEC, and on the advice of an Investment Committee comprising representatives of the Fund Manager and Trustee, all cash and other property which ought in accordance with the provisions of this Deed to form part of the Fund shall forthwith after receipt by the Fund Manager be vested in the Trustee and held by the Custodian.
- 10.2 Moneys forming part of the Fund subject to the consent of the Trustee shall be invested at the discretion of the Fund Manager in authorized Investments in the proportions specified in the table below:

Proposed Asset Class	Asset Allocation Ranges %
Deposits (Fixed/Tenured)	20-75%
Treasury Bills	25-80%
Other Money Market Instruments	0-40%
Cash	0-5%

- 10.3 A minimum of 25% of the Fund shall be invested in short term securities issued or guaranteed by the Nigerian Government.
- 10.4 The Fund Manager may invest in another authorized money market fund and the proportion of the investment shall not exceed 5% of its net



asset value for a single fund and 20% for a group of money market funds.

10.5 The approved investments in which the Fund shall invest in shall have a maximum term of maturity at the time of acquisition of not more than 365 days or 366 days if it is a leap year.

11. UNITHOLDERS' RIGHT OF REDEMPTION

- 11.1. Unit holders shall be entitled to redeem all or part of the Units held by them at the Unit Price on any Business Day upon a request to the Fund Manager and by lodging the Redemption Documents with the Fund Manager.
- 11.2. No additional charges will be required on Redemption PROVIDED that where a Unitholder redeems all or any part of the units held by it within thirty (30) calendar days of his receipt of the Statement of Unitholding, such Unitholder shall pay a handling charge amounting to 20% of the Accrued Interest earned.
- 11.3. The Fund Manager shall effect the Redemption from the disposal of Authorized Investments of the Fund by payment via a transfer or account credit to the Unitholder's account as specified in the Register within five (5) Business Days from the date on which the Redemption Documents are received by the Fund Manager.
- 11.4. Redemption Documents must be lodged with the Fund Manager not later than 3p.m. on a Business Day. Redemption Documents delivered after 3p.m. shall be deemed to have been delivered on the next Business Day.
- 11.5. The applicable Redemption price payable by the Fund Manager shall be the Unit Price displayed at the Fund Manager's office on the day the Redemption Documents are lodged with the Fund Manager. The Fund Manager shall carry out daily valuations of the Fund.
- 11.6. Subject to the provisions of Clause 12, all cash transfers shall be made to the account of the Unitholder only and not to a 3rd Party's accounts. The Unitholder's account to which payment will be made shall be the bank account specified in the Register of Unitholders and any change to the account details in the Register must be accompanied by a Banker's confirmation in relation to such new account details.
- 11.7. No Unitholder will be entitled to redeem only a part of his Units if such redemption would result in his holding being reduced to less than 1,000

Units, in which case the Unitholder shall be required to redeem all his Units.

- 11.8. No Redemption shall be permitted if the Fund Manager has suspended the redemption of Units in accordance with this Trust Deed and all applicable laws and regulations. The Fund Manager may suspend redemption of Units if:
 - 11.8.1.1 the total value of the Units requested to be redeemed by Unitholders on a single day exceeds 30% of the NAV on the relevant day in which case redemption shall be suspended for a period not exceeding five (5) Business Days; or
 - 11.8.1.2 there is a discrepancy in the total number of Units held by the Unitholders as stated in the Redemption Documents and the Register, Provided that in this instance, the Fund Manager shall reconcile such discrepancy within five (5) Business Days from the date on which the Redemption Documents are received by the Fund Manager.
- 11.9. No Redemption request shall be valid or honoured by the Fund Manager unless the Unitholder shall first deliver to the Fund Manager or its authorized agent, the Redemption Documents or at the option of the Fund Manager, produce such evidence of his title to the Units for Redemption as the Fund Manager shall consider sufficient.
- 11.10. Where only part of the Units comprised in a Statement of Unitholding are to be redeemed, the Fund Manager shall procure a balance Statement of Unitholding to be issued free of charge for the balance of the Units comprised in a Statement of Unitholding.
- 11.11. The Fund Manager may at its sole option dispense with the production of a Statement of Unitholding which shall have become lost, stolen or destroyed upon compliance by the Unitholder with the like requirements to those arising in the case of an application by him for the replacement thereof.
- 11.12. Where realization is to be effected by cancellation of Units, the Fund Manager shall proceed to effect sales of any part of the Deposited Property necessary to provide the cash required and the Fund shall be reduced by the cancellation of the said Units.

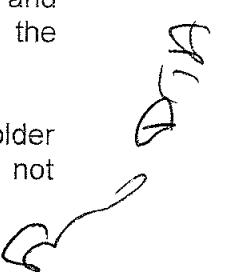
11.13. The Trustee shall be under no obligation to verify the identity of any Unitholder seeking to redeem the whole or part of his Units but shall be obligated to verify or check the price at which the Fund Manager redeems the Units.

12. PAYMENTS

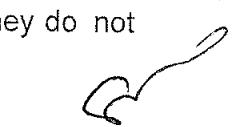
- 12.1 Any moneys payable by the Fund Manager to a Unitholder under the provisions of this Deed shall be made to the account of the Unitholder only and not to a 3rd Party account. The Unitholder's account to which payment is made shall be as provided in the Register of Unitholders and any change to this account must be accompanied by a Banker's confirmation of the new account details.
- 12.2 Where an authority in writing is received by the Trustee or Fund Manager from a Unitholder in such form and signed or sealed in such manner as the Trustee or Manager shall direct, authorizing the Trustee or Manager to pay any monies due to the Unitholder to a banker, agent or nominee, the Fund Manager shall pay the monies payable to the Unitholder as the case may be in the same manner and with the same effect as hereinbefore provided as if such banker, agent or nominee were the Unitholder.
- 12.3. Without prejudice to the application of Clauses 12.1 and 12.2, a receipt signed or purporting to be signed by a Unitholder for any moneys payable in respect of Units held or formerly held by him shall be a good discharge to the Trustee and the Fund Manager and if several persons are registered as joint Unitholders or in consequence of the death or bankruptcy of a Unitholder anyone of them may give effectual receipts of any such moneys.

13. CUSTODY OF INVESTMENTS AND CASH

The Trustee shall at all times retain title to all assets of the Funds. The Custodian shall at all times retain in its own possession or that of its agents in safe custody of all assets of the Fund and any cash in relation thereto, and shall be responsible for the safe custody and so far as practicable the realization of income.



The Fund Manager and the Custodian do not have any common shareholder and neither one is a subsidiary or holding company of the other. They do not have common Directors.



14. PURCHASE OF INVESTMENTS

Save pursuant to an offer made jointly to all Holders of Units of another authorized unit trust scheme for the exchange of such Units or the cash or other property represented thereby for Units of the Trust, neither the Trustee nor the Fund Manager nor any subsidiary company of either shall as principal, sell or deal in the sale of Investments to the Trustee for account of the Trust or vest Investments authorized for purchase in the Trustee upon the issue of Units and the Trustee and the Fund Manager shall (without incurring any liability for failure to do so) use their best endeavours to procure that no such sale or dealing or vesting shall be made by any Directors of the Trustee or the Fund Manager or of any such corporation, PROVIDED that the restriction imposed by this Clause shall not apply to any sale or dealing or vesting in connection with the provision of the portfolio of Investments by the Fund Manager.

15. RESTRICTIONS ON INVESTMENTS

- 15.1 No single investments shall be made by the Trustee in exercise of the powers conferred by the provisions of the Trustees Investments Act., if the investment would cause the value of part of the Fund invested in the exercise of the power to exceed 5% of the total value of the Fund; or
- 15.2 It shall not be necessary for either the Fund Manager or the Trustee to effect or cause to be effected, changes to the Investments by reason of any appreciation in the value or the aggregate value of any investments in any one company or body, or of any security or any depreciation in the value or aggregate values causing the limits referred to in this clause to be exceeded, nor by reason of the said limits being exceeded as a result of either
 - 15.2.1 Any scheme of arrangement for amalgamation, reconstruction, conversion or exchange; or
 - 15.2.2 The receipt by the Trustee or its nominees of any rights, bonuses, interest or benefits in the nature of capital.
- 15.3 The Fund Manager shall not undertake any dealing in or retention of any underlying securities of any company, if the officers of the Fund Manager or its Associated Person or subsidiary company own as beneficiary more than 0.5% each of the securities of such company and together more than 5% of the securities of that particular company.

- 15.4 Neither the Fund Manager nor the Trustee shall take or seek to take legal or management control of any company or its underlying assets in which the Fund has any investment.
- 15.5 Neither the Fund Manager nor the Trustee shall deal as principals in any sale of the Fund's underlying assets.
- 15.6 The Fund Manager shall not invest in any securities that are not transferable.
- 15.7 No part of the Fund shall be invested in any units or securities of any collective investment scheme or any in-house investments of the Fund Manager, the Trustee or their associates.
- 15.8 The Fund shall not purchase securities on margin or engage in short sales of securities.
- 15.9 Except for the benefit of the Unitholders and with the prior written approval of the Trustee, the Fund Manager shall not cause any investment to be made or enter into any transaction capable of resulting in all or any part of the Fund's assets being mortgaged or pledged.

16. RIGHTS ATTACHING TO INVESTMENTS

- 16.1 Subject to any direction from time to time given by Special Resolution of the Unit holders in a meeting, the Trustee may delegate to the Fund Manager the exercise of the rights which may appertain to the Trustee in respect of the Investment regarding the right to attend and vote at meetings of investors or shareholders of a company, and upon being furnished with such reasonable indemnity against costs as the Trustee shall require to take part in or consent to any corporate or unitholders' or creditors action and the Trustee shall (so far as permitted by law or by rules and regulations of the companies or bodies of any part of the securities (where applicable) in which constitute the Investments) execute such proxies powers of attorney or other documents as the Fund Manager may in writing require in order to enable the Fund Manager or their representatives to attend and vote at any such meetings. No Unit Holder as such shall have any right with respect to any Investment to attend meetings of investors or shareholders.
- 16.2 Subject to any such direction as aforesaid the Fund Manager may exercise or cause to be exercised the said rights in what it considers to be the best interests of the Unitholders but neither the Trustee nor the Fund Manager nor any representative duly authorized by either of them nor the holder of any proxy or power of attorney shall be under any

liability or responsibility in respect of the management of the aforesaid companies or bodies or in respect of any vote or action taken or omitted to be taken or consent given or omitted to be given by the Trustee or the Fund Manager in person or by such duly authorized representative or by the holder of any such proxy or power of attorney save for those actions or omissions which are prejudicial to the interests of the Unit Holders.

- 16.3 The Trustee may when necessary forward to the Fund Manager all notices of meetings reports and circulars received by it or its nominees as holder of any Investment.

17. REALISATION OF INVESTMENTS

Any investment comprised as Investments may at any time be realized at the discretion of the Fund Manager either in order to invest the proceeds of sale in other investments authorized for purchase or to provide cash required for the purpose of any provision of this Deed or in order to retain the proceeds of sale in cash or on deposit as aforesaid or partly one or partly another. Authorized Investments which at any time or for any reason shall cease to be authorized Investments shall be realized by the Fund Manager and the net proceeds of such realization shall be applied in accordance with the provisions of this Deed.

18. REGISTRATION OF UNITHOLDERS

The following provisions shall have effect with regard to the registration of Unit Holders:-

- 18.1 A Register of Unitholders shall be kept by the Fund Manager in a form and manner approved by the Trustee and there shall be entered in the Register:-

18.1.1 The names and addresses of the Unit Holders; and

18.1.2 The number of Units held by every such Unit Holder and the serial number of the Statement of Unitholding issued in respect thereof; and

18.1.3 The date on which the name of every such Unit Holder was entered in respect of the Units standing in his name and, where he became the holder by virtue of an assignment, a sufficient reference to enable the name and address of the assignor to be identified; and

18.1.4 The date on which any assignment is registered and the name and address of the assignee.

- 18.2 A corporate body may be registered as a Unitholder or as one of the joint Unitholders.

18.3 Where there are Joint Holders, their respective names and addresses may be inserted provided that no more than four joint holders shall be entered in the Register in respect of any holding of Units.

18.4 Any change of name or address on the part of any Unit Holder shall forthwith be notified in writing to the Fund Manager who on being satisfied thereof and on compliance with all such formalities as it may require shall alter the Register or cause it to be altered accordingly.

18.5 Any Unitholder or his nominee shall be entitled at all reasonable times during business hours to inspect the Register without charge provided always that if the Register is maintained in or by some mechanical or electronic system, the provisions of this Clause will be satisfied by the production of legible evidence of the contents of the Register.

18.6 The Register may be closed at such times and for such periods as the Fund Manager may with the consent of the Trustee determine upon giving to the Unitholders at least two weeks' notice of intention to close same by publication in at least two national daily newspapers.

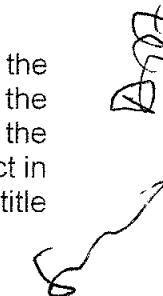
PROVIDED always that it shall not be closed for more than thirty days in any one calendar year.

18.7 The Register shall be conclusive evidence as to the persons respectively entitled to the Units represented by Statement of Unitholding entered therein and no notice of any trust express implied or constructive shall be entered upon the Register in respect of any such Units nor shall the Fund Manager save as herein otherwise provided and except as ordered by a court of competent jurisdiction or as by statute required be bound to recognize (even when having notice thereof) any trust or equity affecting the ownership of such Units or the rights incidental thereto.

18.8 On the death of any one of joint Unit Holders the survivor or survivors shall be the only person or persons recognized by the Fund Manager and the Trustee as having any title to, or interest in the Units represented by such Statement of Unitholding and upon producing such evidence of death as the Fund Manager may require and delivering up the Statement of Unitholding he or they shall be entitled to have the Statement of Unitholding duly endorsed or to have a fresh Statement of Unitholding duly issued in his or their name or names as may be appropriate.

18.9 The executors or administrators of a deceased Unit Holder (not being one of Joint Holders) or of the survivor of joint Unit Holders as the case may be shall be the only persons recognized by the Fund Manager and the Trustee as having any title to or interest in his Units.

18.10 Any person becoming legally entitled to any Units in consequence of the death or bankruptcy or dissolution or winding-up of any Unit Holder or the survivor of joint Unit Holders shall upon producing such evidence as the Fund Manager shall consider sufficient that he is duly authorized to act in the capacity in which he proposes to act under this sub-clause or of his title



as the Fund Manager shall think sufficient and on delivering up the Statement of Unitholding of the deceased or bankrupt Unit Holder or resolution of dissolution or winding-up or court order as the case may be to the Fund Manager for cancellation be entitled to elect either to be registered as the holder of such Units and to have a new Statement of Unitholding issued in his name or in the name of such other person (as the case may be). If the person so becoming entitled shall elect to be registered himself he shall deliver or send to the Fund Manager a notice in writing in a form to be prescribed by the Fund Manager signed by him stating that he so elects. If he shall elect to have some other person nominated by him registered he shall testify his election by executing to such other person an assignment of such Units. All the provisions of this Deed relating to transfers of Units shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy or dissolution or winding-up of the Unit Holder had not occurred and the notice or transfer were a transfer executed by such Unit Holder.

- 18.11 A person becoming entitled to Units in consequence of the death or bankruptcy or dissolution or winding-up of a Unit Holder or the survivor of joint Unit Holders shall be entitled to receive and may give a discharge for all moneys payable in respect of the Units but he shall not be entitled to the rights of a Unit Holder with regard to the receipt of notices of or attendance or voting at any meetings of Unit Holders as holder of such Units until he shall have been registered as a Unit Holder in respect of such Units.
- 18.12 No fee shall be charged in respect of the registration of any probate letters of administration, power of attorney, and certificate of marriage or death, Order of the Court, deed poll, resolution or other document affecting the transmission of any Units or distribution in respect thereof.

Notwithstanding any other provision of this Deed, the Fund Manager shall act solely as agents for the Trustee in keeping the Register as required by the foregoing provisions of this Clause and the Trustee shall have the same responsibility towards Holders as if the Register were kept by the Trustee.

It shall also be the duty of the Fund Manager to prepare all Statement of Unitholding, cheques, payment instructions, warrants, notices, accounts, summaries, declarations, offers or statements which the Trustee under the provisions herein contained is required to prepare, issue, serve or send as hereby provided, to stamp the same and dispatch them on the day they ought to be dispatched.

19 STATEMENT OF HOLDINGS

- 19.1 Statement of Unitholding shall be issued by the Fund Manager to Unitholders and it shall be evidence of the Unitholder(s) title to the number of Units specified on such documents. Joint Unitholders shall be entitled to one Statement in respect of the Units held jointly by them which shall be delivered to the joint holder whose name first appears

on the Register.

- 19.2 Statement of Unitholding will be jointly signed by the representatives of the Trustee and Fund Manager and shall bear their respective seals.
- 19.3 In the event of additional investment new Statement of Unitholding shall be issued in respect of the additional investment.

20 FORM OF STATEMENT OF UNITHOLDING

- 20.1 All issued Statement of Unitholding shall specify the serial number thereof and the number of Units represented thereby and shall be in the form set out by the Fund Manager or in such other form as the Trustee and the Fund Manager may agree. The Statement shall also expressly state whether they are issued in respect of an initial subscription, a re-investment or a transfer.
- 20.2 In the event that the Trustee or Fund Manager shall cease to be Trustee or Fund Manager respectively of the Trust or in case any person whose signature shall appear on any Statement of Unitholding shall die or shall cease to be an official so authorized after the said Statement of Unitholding shall have been issued but before it is received by the Unit Holder to whom it was issued such Statement of Unitholding shall be as valid and binding as though the Trustee or Fund Manager had continued to be the Trustee or Fund Manager or the person whose signature so appeared had lived or continued to be an official so authorized up to the date of the Unit Holder's receipt of such Statement of Unitholding.

21 WORN OUT DEFACED LOST OR DESTROYED STATEMENT OF UNITHOLDING

- 21.1 If any Statement of Unitholding be worn out, mutilated or defaced in such a manner as to make identification questionable, then the Fund Manager upon having the Statement of Unitholding produced to it may cancel the same and may issue a new Statement of Unitholding in place of it; and if any Statement of Unitholding be lost, stolen or destroyed then upon proof thereof to the satisfaction of the Fund Manager and on such indemnity (if any) as the Fund Manager may deem adequate being given a new Statement of Unitholding in lieu thereof may be given to the person entitled to such lost, stolen or destroyed Statement of Unitholding. An entry as to the issue of the new Statement of Unitholding and indemnity (if any) shall be made in the Register.
- 21.2 In the case of loss, theft or destruction the person availing himself of the provisions of Clause 24 hereof shall pay to the Fund Manager all expenses incidental to the investigation of evidence of loss, theft or destruction and the preparation of the requisite indemnity as aforesaid.

22 RIGHT OF ASSIGNMENT OF UNITS

Every Unitholder is entitled to assign, by way of security or otherwise, all or any part of his or her investments to third parties provided that the Fund Manager is, within three (3) days of the assignment, informed of such an assignment so that necessary steps may be taken to reflect the change in the Unitholder's holding in the Fund.

23 INCOME DISTRIBUTION

- 23.1 The income of the Fund, less any sums properly chargeable thereon or deductible therefrom shall be distributed to the Unitholders in such form, manner and amount for such periods and at such times as the Fund Manager and Trustee may agree, in line with the provisions of the Deed and subject to the applicable laws, rules and regulations of the Commission.
- 23.2 Dividend reflecting average accrual income to the Fund and net of operating expenses shall be distributed quarterly each financial year to the eligible Unitholders. Dividend payment shall be computed on the basis of the amortized cost; Information shall be disclosed to unit holders at the point of subscription of the option to elect for reinvestment or payment of dividend.
- 23.3 The Unit holders shall upon subscription have the option to elect to have their income reinvested by the Fund Manager or paid to them.

24 ANNUAL ACCOUNTS

- 24.1 At least once in each financial year, the Fund Manager shall cause to be audited and certified by the Auditors the accounts relating to the management of the Fund and statements of such accounts shall contain all the information as may from time to time be required by the SEC.
- 24.2 The accounts shall relate to the period (in the case of the first accounts) from the date of this Deed and (in the case of subsequent accounts) from the end of the period to which the previous accounts related.
- 24.3 Copies of the said accounts and statements shall be sent by the Fund Manager to all Unit Holders at least once in every year but not later than four months (or such extended period not exceeding a further three months as SEC may in exceptional circumstances allow).
- 24.4 Copies of the Audited report shall be sent to SEC for approval within three (3) months following the period to which the accounts relate and published in a daily national newspaper thereafter or as SEC may from time to time specify.

24.5 If any question shall arise as to whether any money or property or rights constitutes or constitute Income such question shall be determined by the Auditors.

25 AUDITORS

25.1 The Fund Manager shall appoint the Auditors duly registered with the Commission with the approval of the Trustee or by special resolution passed at a meeting of Unit Holders held in accordance with the provisions of the First Schedule to this Deed. No Auditor shall be a company or person who is not qualified for appointment as auditor of a company under Section 358 of CAMA.

25.2 The Fund Manager with the approval of the Trustee shall fix the remuneration of the Auditors.

25.3 The Fund Manager with the approval of the Trustee may remove any auditor appointed by notice thereof to the Auditor.

25.4 The Trustee in agreement with the Fund Manager may remove any Auditor appointed by notice thereof to the Auditor.

25.5 Notwithstanding any agreement between the Fund Manager and the Auditors, the Unitholders may by resolution remove the Auditor before the expiration of the Auditors term of office; and where a special resolution removing an Auditor is passed at a meeting of the Unitholders, the Fund Manager shall within 14 days of such meeting give formal notice of that fact to the Trustee, Auditors and SEC.

25.6 The Auditor of the Fund may resign its office by serving a notice in writing to that effect at the registered office of the Trustee and any such notice shall operate to determine its office on the date on which such notice is received or on such later date as may be specified therein.

25.7 An Auditor's notice of resignation shall not be effective unless it contains either

25.7.1 A statement to the effect that there are no circumstances connected with its resignation which it considers ought to be brought to the notice of the Holders; or

25.7.2 A statement setting out circumstances connected with its resignation, which it considers should be brought to the notice of the Holders.

Where a notice under sub-clause 28.7.2 is served at the Trustee's registered office the Trustee shall within fourteen (14) days send a copy of the notice to the Fund Manager

26 TRANSFER OF UNITS

- 26.1 Every Holder shall be entitled to transfer the Units or any of the Units held by him by an instrument in writing in the form set out in **Schedule 2** or in such other form as the Trustee may from time to time approve PROVIDED that no transfer of part of a holding of Units shall be registered if in consequence thereof either the transferor or transferee would be the Holder of a number less than the Minimum Number of Units.
- 26.2 Units shall only be transferred in multiples of 1,000 or such number of Units as may for the time being generally or otherwise be prescribed in writing by the Fund Manager with the approval of the Trustee.
- 26.3 Every instrument of transfer must be signed by the transferor (but need not be signed by the transferee). The transferor shall be deemed to remain Holder of the Units transferred until the name of the transferee is entered in the Register in respect thereof. The instrument of transfer need not be a deed.
- 26.4 Every instrument must be duly stamped and lodged with the Fund Manager and must be accompanied by any necessary declarations or other documents that may be required in consequence of any regulation or legislation for the time being in force and by the Statement of Unitholding relating to the Units to be transferred and such other documents as the Fund Manager may require to prove the title of the transferor or his right to transfer the Units referred to in such instrument of transfer and shall issue to such transferee a new Statement of Unitholding representing the Units so transferred. The Fund Manager may dispense with the production of any Statement of Unitholding that shall have become stolen, lost or destroyed upon compliance by the transferor with the like requirements to those arising in the case of an application by him for the replacement thereof.
- 26.5 In the case of a transfer in the favour of the Fund Manager, the Fund Manager shall upon registration thereof cancel the Statement of Unitholding in respect of the Units transferred, and remove the name of the Holder from the Register as the Holder of such Units but the name of the Fund Manager need not be entered in the Register as the Holder of such Units nor a Statement of Unitholding issued thereof. Such removal shall not be treated for any purposes of this Deed as a cancellation of the Units or as withdrawing the same from issue.
- 26.6 Nothing herein shall prevent the Trustee or any associate of the Trustee from contracting or entering into any financial banking or other transaction with the Fund Manager or any associate of the Fund Manager or any Holder or any company or anybody, any of whose funds form part of the Trust Fund or from being interested in any such contract or transaction. The Trustee or any associate thereof shall not be liable to account to the Fund Manager or to the Holders or any of them for any profit or benefit made or derived from or in connection with any

such transactions.

27 AFFIRMATIONS AND UNDERTAKINGS

- 27.1 The Fund Manager and the Trustee hereby affirm that they are separate and distinct legal entities and possess different Certificates of Incorporation issued pursuant to their respective incorporation under the CAMA.
- 27.2 The Fund Manager undertakes not to invest in any securities being offered for investment by any of its subsidiaries or associated companies.
- 27.3 The Trustee undertakes to notify the Commission of any proposed change in Management of the Trust while the Fund hereby created subsists.
- 27.4 The Fund Manager undertakes not to make and the Trustee undertakes not to approve any material alterations in this Trust Deed or in the name of the Trust without first obtaining the approval of the Commission as required by section 162 of the ISA.

28 COVENANTS BY THE FUND MANAGER

The Fund Manager hereby covenants with the Trustee as follows:

- 28.1 Not to engage in any activities unauthorized by the ISA and the Rules made pursuant thereto.
- 28.2 Not to lend money forming part of the Investment to any person or borrow money on behalf of the Fund for the purpose of acquiring securities or other property for the Fund or otherwise;
- 28.3 Not to mortgage or charge or impose any other encumbrance on any part of the Investment.
- 28.4 Not engage in any transactions with respect to or for the Fund that are not in the best interests of Unitholders and the Fund;
- 28.5 To cause proper books of accounts to be kept and annual accounts to be prepared in accordance with the provisions of the ISA and Rules relating thereto, and to permit the Trustee from time to time on demand, to examine and take copies of or extracts from any such books of accounts.
- 28.6 To carry on and conduct the business of the Trust in a proper and efficient manner, and in particular to diligently and expeditiously carry out the purpose for which the units are issued.

- 28.7 To give to the Trustee such information requested in writing as to all matters relating to the affairs or business of the Trust which it shall reasonably require and furnish to the Trustee, not later than four months (or such extended period not exceeding a further three months as the Commission may in exceptional circumstances allow) after the end of the period to which such accounts relate, two copies of every balance sheet, and profit and loss account of the Trust certified by the Auditors.
- 28.8 At all times to act with prudence and honesty in relation to all moneys and accounts kept for the purpose of the Trust.

29 COVENANTS OF THE TRUSTEE

- 29.1 With the exception of the selection of investment and except as otherwise set out herein, the Trustee covenants that effective control over the affairs of this Fund shall be vested in the Trustee and will be independently exercised by the Trustee on behalf of the Unitholders.
- 29.1 The Trustee undertakes to notify the Commission of any proposed change in the management of the Fund during the entire period of the existence of the Fund.
- 29.2 The Trustee shall not be under any liability on account of anything done or suffered by it in good faith in accordance with or in pursuance of any request, notice, direction or advice of the Fund Manager. Whenever any request, notice or other communication is to be given by the Fund Manager to the Trustee, the latter may accept as sufficient evidence a document signed on behalf of the Fund Manager by any two persons whose signatures the Trustee is for the time being authorized in writing by the Fund Manager to accept.
- 29.3 The Trustee shall as regards all the powers and discretions vested in it under this deed have absolute and uncontrolled discretion as to its exercise or non-exercise and in the absence of fraud or negligence the Trustee shall not be in any way responsible for any loss, costs, expenses or damages that may result from its exercise or non- exercise.
- 29.4 The Trustee undertakes to notify the SEC of any breach of any of the provisions of this Deed not later than 10 Business Days after the breach. The Trustee undertakes further that whenever it shall become necessary for it to enforce any of the provisions of this Deed it shall act within 30 Business Days.

30 POWERS, RIGHTS, RESPONSIBILITIES AND INDEMNITIES OF THE TRUSTEE AND FUND MANAGER

Save for the provisions of Section 181 of the ISA, and without prejudice to any Indemnity allowed by law or elsewhere herein given to the Trustee or to the Fund Manager the following provisions shall apply in addition to any other

powers duties and indemnities that may be given or excluded by law.

- 30.1 The Trustee and the Fund Manager shall not be responsible for the authenticity of any signature on or any seal affixed to any endorsement on any Statement of Unitholding or to any transfer or form of application or endorsement of other document affecting the title to or transmission of Units or shares or be in anyway liable for any forged or unauthorized signature on or a seal affixed to such endorsement transfer or other document or for acting on or giving effect to any such forged or unauthorized signature or Seal.
- 30.2 Neither the Trustee nor the Fund Manager shall incur liability in respect of any action taken or thing suffered by them in good faith in reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, Statement of Unitholding, plan of reorganization or other paper or document believed to be genuine and to have been passed sealed or signed by the proper parties.
- 30.3 Neither the Trustee nor the Fund Manager shall incur liability to the Holders for doing or (as the case may be) failing to carry out any act or thing which by reason of any provision of any present or future law or regulation made pursuant thereto, or of any decree, order or judgment of any Court, or by reason of any request announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any Government (whether legally or otherwise) either the Trustee or the Fund Manager shall be directed or requested to do or perform or to forbear from doing or performing.
- 30.4 The Trustee or the Fund Manager shall be entitled to require that the signature of any Unit Holder or joint Unit Holder to any document required to be signed by him under or in connection with this Deed shall be verified by a banker or broker or other responsible person or otherwise authenticated to its or their reasonable satisfaction.
- 30.5 Subject to the prior consent of the Trustee in each case, the Fund Manager may from time to time, for the account of the Fund, enter into underwriting and sub-underwriting contracts in relation to the subscription or purchase of Authorized Investments upon such terms in all respects as it shall think fit (but subject always to the provisions of this Trust Deed and so that no such contract shall relate to an investment which, if acquired, would constitute a holding in excess of the limits specified in clause 10.2 hereof) and all commissions or other fees received by the Fund Manager and all Authorized Investments or cash acquired pursuant to any such contract shall form part of the Deposited Property.
- 30.6 The Trustee covenants that, with the exception of the selection of investments, effective control over the affairs of the Trust will be exercised by it independent of any other person except as otherwise set out herein.

30.7 The Trustee shall not by reason of its office be precluded from purchasing holding dealing in or disposing of Statement of Unitholding or acting as bankers for the Trust or from at any time contracting or entering into any financial banking or other transaction with the Fund Manager or any Unit Holder or any company or body of any part of the shares which form part of the Investment or from being interested in any such contract or transaction or from holding any shares or any investment in any such company or body and the Trustee shall not except as otherwise herein provided be in anyway liable to account either to the Fund Manager or to the Unit Holders or any of them for any profits or benefits made or derived by the Trustee thereby or in connection therewith.

30.8 The Fund shall bear the cost of the Trustee's prosecution or defense of any action or suit in respect of the provisions hereof or in respect of the Fund or any part thereof

30.9 Subject to the consent of the Trustee, the Fund Manager shall have absolute and uncontrolled discretion as to the purchase, selection, sale, exchange or alteration of any Investment and the Trustee shall not in any circumstances be responsible for any loss howsoever arising from the exercise of such discretion by the Fund Manager.

30.10 The Trustee and Fund Manager shall not be liable to account to any Unit Holder or otherwise for any payment made or suffered by the Unit Holders in good faith to any duly empowered fiscal authority of Nigeria or elsewhere for taxes or other charges in any way arising out of or relating to any transaction of whatsoever nature under this Deed notwithstanding that any such payments ought not to be or need not have been made or suffered.

30.11 The Trustee shall as regards all the powers and discretions vested in it by these presents have absolute and uncontrolled discretion as to the exercise or non-exercise thereof and in the absence of fraud or negligence the Trustee shall not be in any way responsible for any loss costs or damages that may result from the exercise or non- exercise thereof.

30.12 The Trustee may act upon the advice of or information obtained from legal practitioners whether instructed by it or by the Fund Manager and it may also act upon statements of or information or advice obtained from the Fund Manager or any bankers accountants brokers legal practitioners and other persons believed by the Trustee in good faith to be expert in relation to the matters upon which they are consulted and the Trustee shall not be liable for anything done or omitted or suffered to be done by it in reliance upon such advice statement or information.

30.13 The Trustee shall not be responsible for any misconduct mistake oversight error of judgment or want of purchase on the part of the Fund Manager. The Trustee shall not be responsible for any misconduct,

mistake, oversight, error of judgment or want of prudence on the part of any attorney, banker, accountant, broker, legal practitioner agent or other person acting hereunder as agent or adviser of the Trustee but the provisions of this sub-clause shall not apply in respect of misconduct, mistake, oversight, error of judgment or want of prudence on the part of any agent who is keeping the Register under the control of the Trustee under the provisions of Clause 18 hereof PROVIDED HOWEVER that the Trustee shall be entitled to be indemnified by such agent.

- 30.14 The Trustee shall not be required to make any payment hereunder to any Unit Holder out of the funds held by or paid to it for that purpose under the provisions hereof.
- 30.15 The Trustee will be liable for the breach of its duties where it fails to carry out its responsibilities under this Deed or report breach of terms of this Deed to the SEC.
- 30.16 The Fund Manager shall be entitled, subject to the consent of the Trustee, to delegate to any person, firm or corporation (the "Delegate") upon such terms and conditions as it may think fit all or any of its powers and discretion in relation to the selection, acquisition, holding and realization of investments and applications of any monies forming part of the Fund's Assets; PROVIDED THAT the Fund Manager shall remain liable for any act or omission of any such Delegate in relation to the exercise or non-exercise of any powers or discretion so delegated, as if the same were an act or omission of the Fund Manager.
- 30.17 The Trustee covenants that all necessary returns with respect to the Fund, required to be made by it to the Commission shall be filed timely.
- 30.18 The Trustee covenants that reporting lines shall be pre-agreed with the Fund Manager in order to monitor the performance of the Fund Manager.
- 30.19 The Trustee shall (subject as hereinafter provided) be entitled to destroy all instructions of transfer which have been registered at any time after the expiration of five years from the date of registration of the Units thereof and all Statement of Unitholding which have been cancelled at any time after the expiration of three years from the date of cancellation thereof and all registers statements and other records and documents relating to the Trust at any time after the expiration of five years from the date of cancellation thereof and from the termination of the Trust. The Trustee shall be under no liability whatsoever in consequence thereof and (unless the contrary be proved) every instrument of transfer so destroyed shall be deemed to have been a valid and effective instrument duly and properly registered by the Trustee and every Statement of Unitholding so destroyed shall be deemed to have been a valid Statement of Unitholding duly and properly cancelled.

PROVIDED always that:-

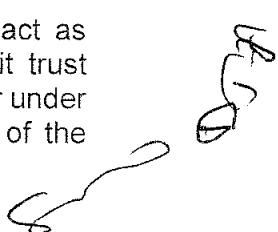
- 30.19.1 The provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
- 30.19.2 Nothing in this sub-clause shall be construed as imposing upon the Trustee any liability in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of sub-paragraph (i) above are not fulfilled;
- 30.19.3 References herein to the destruction of any document include references to the disposal thereof in any manner.
- 30.19.4 If for any reason it becomes impossible or impracticable to carry out any of the provisions which these presents neither the Fund Manager nor the Trustee shall be under any liability therefore or thereby and neither shall incur liability by reason of any error of law or in the absence of fraud or negligence in respect of any matter or thing done or suffered to be done or omitted to be done by them or it in good faith hereunder.

PROVIDED ALWAYS that nothing in this clause shall be construed as exempting the Trustee from or indemnifying the Trustee against liability for breach of trust where having agreed to the provisions of this Deed conferring on the Trustee any powers, authorities or discretions, the Trustee fails to exercise the degree of care and diligence required of it as trustee.

31 FUND MANAGER AND TRUSTEE MAY ACT AS FUND MANAGER AND TRUSTEE OF OTHER TRUSTS

The Fund Manager and the Trustee shall be entitled in conjunction or separately to establish and act as Fund Manager or Trustee for trusts separate and distinct from the Trust hereby constituted. PROVIDED however that the Fund Manager or their subsidiaries or holding Company or their Directors or persons engaged in the management of the Fund Manager shall not carry out transactions for themselves or himself or make profit for themselves or himself from transactions in any assets held under this scheme.

And PROVIDED further that where the Trustee and Fund Manager act as Trustee and Fund Manager of other trusts which are authorized unit trust schemes the effective control of the company which is the Fund Manager under such authorized unit trust scheme shall be exercised independently of the company which is the Trustee under that scheme.



32 FEES AND CHARGES

The Trust shall bear the following fees, charges and expenses.

32.1 Remuneration of Fund Manager and Trustee

- 32.1.1 The remuneration of the Fund Manager shall be as follows and which is payable quarterly in arrears;
- 32.1.2 An annual management fee of up to 1.5% of the net asset value of the Fund shall be computed daily and payable quarterly in arrears and subject to increase with the consent of the Trustee and SEC.; and
- 32.1.3 An incentive fee not exceeding 30% of the increase in the total returns of the Fund in excess of 10% of the Fund's net asset value per annum, subject to the consent of the Trustee and SEC.
- 32.1.4 The Fund Manager shall with the consent of the Trustee, be reimbursed for all reasonable costs, charges and expenses incurred in connection with the management of the Fund hereof and the exercise of the duties and discretions hereby vested in the Fund Manager.

- 32.2 The remuneration of the Trustee shall be an annual fee of 0.05% of the Net asset Value net of all taxes which shall be payable by the Fund Manager. The Trustee's annual fees may be subject to review every other year, at the beginning of a financial year.
- 32.3 The Trustee shall be reimbursed for all traveling and other costs charges and expenses reasonably incurred in connection with the execution of the trust hereof and the exercise of the powers and discretion hereby vested in the Trustee.
- 32.4 In consideration of the foregoing neither the Trustee nor the Fund Manager shall except with the approval of the Commission make any further charge against the Holders or against any distribution for their services or for their normal expenses hereunder with the exception of the charges or fees expressly authorized by this Deed.

32.5 Custodian's Fee

The Fund Manager shall pay to the Custodian an annual fee of 4.5bps per annum of the Net Asset Value of the Fund payable every quarter during the tenure of this Deed.

32.6 Miscellaneous Expenses

The initial cost of establishing the Trust is not expected to exceed 0.1% of the Net Asset Value of the Fund and will be offset over a one year period from the date of registration, while other annual costs and expenses to be borne by the Trust will be met from the Deposited Property and which shall not exceed 5% of the Net Asset Value of the Fund. These initial and other annual costs include audit fees, legal fees, consulting and other fees and charges incidental to the running of the Trust.

33 NEITHER FUND MANAGER NOR TRUSTEE REQUIRED TO EFFECT TRANSACTION

Notwithstanding anything herein contained neither the Trustee nor the Fund Manager nor any other party shall be required to effect any transaction or dealing with any Statement of Unitholding or with any part of the Investments or of the Fund on behalf or for the benefit or at the request of any Unit Holder unless such Unit Holder shall first have paid in cash to the Trustee or the Fund Manager or to any such party or otherwise provided to its or their satisfaction as the case may be for all taxes and Charges and any necessary stamp duty which may have become or may be payable in respect of or prior to or upon the occasion of such transaction or dealing PROVIDED always that the Trustee or the Fund Manager or such other party shall be entitled if it or they (as the case may be) so think fit to pay and discharge all or any of such taxes Charges or stamp duty on behalf of the Unit Holder and to retain the amount so paid out of any moneys or property to which such Unit Holder may be or become entitled in respect of his Units or otherwise howsoever hereunder.

34 RETIREMENT OR REMOVAL OF FUND MANAGER AND APPOINTMENT OF NEW FUND MANAGER

The Fund Manager shall retire from the management of the Trust on the occurrence of any of the following events:

- 34.1 if a special resolution be passed at a duly convened meeting of Unit Holders in the manner hereinafter provided removing the Fund Manager; or if the Holders of at least 75% value of the Registered Units request the Trustee in writing that the Fund Manager do retire.
- 34.2 If the Fund Manager goes into liquidation (except a voluntary liquidation for the purpose of amalgamation or reconstruction on terms previously approved in writing by the Trustee) or if a Receiver shall be appointed of the undertaking of the Fund Manager or any part thereof.
- 34.3 If the Trustee for good and sufficient reason be of the opinion that a change of Fund Manager is desirable in the interests of the Unit Holders and notifies the Fund Manager in writing accordingly PROVIDED always that if the Fund Manager shall be dissatisfied with the opinion of the Trustee under this sub-clause the matter shall be referred to the Commission.

On the happening of any of the events specified in this Clause as involving the retirement of the Fund Manager the Trustee shall be entitled by writing under its seal to appoint some company approved by the SEC to be the Fund Manager of the Trust subject to such appointees entering into such deed or deeds as the Trustee may be advised is necessary or desirable to be entered into by them in order to ensure that they shall perform the duties of such Fund Manager during the remainder of the Trust Period.

35 VOLUNTARY RETIREMENT OF FUND MANAGER

The Fund Manager shall have the right to voluntarily retire in favour of some other company approved by the Trustee and the SEC upon and subject to such company entering into such deed or deeds as mentioned in the preceding Clause. Where no suitable replacement for the Fund Manager has been identified within six (6) months of a notice by the Fund Manager seeking to retire, the Trustee may terminate the Trust and liquidate the Fund by six months written notice to this effect issued to the Unitholders, the Fund Manager and the Commission.

36 RETIREMENT OR REMOVAL AND APPOINTMENT OF NEW TRUSTEE

- 36.1 In the event of the Trustee desiring to retire and where the Fund Manager seeks to remove the Trustee, the Trustee and the Fund Manager shall first notify SEC stating the reasons for the retirement or removal of the Trustee (as the case may be). The Fund Manager and the Trustee shall also furnish SEC with relevant information as to the suitability of the new Trustee to be appointed in place of the retiring Trustee.

36.2 The Fund Manager shall use its best endeavours to appoint a new Trustee within six (6) months of the notice to SEC of the Trustee's intention to retire or the removal of the Trustee as the case may be. The new Trustee shall be an incorporated company registered with SEC and approved by a majority of the Unit Holders. If no new Trustee can be identified within that period, then the Fund Manager may terminate the Trust.

36.3 The Trustee shall not be entitled to retire voluntarily except upon the appointment of a new Trustee. In the event of the Trustee desiring to retire the Fund Manager shall be entitled to appoint a new Trustee by Deed under the seal of the Fund Manager. Any new Trustee so appointed shall be a company permitted by statute to act as a trustee of an authorized unit trust scheme and shall be registered with the Commission.

36.4 The Trustee shall subject to removal by notice in writing from the Fund Manager in any of the following circumstances provided that in any case, the proposed removal has been approved by SEC or one (1) month has passed since the notice was served on SEC without SEC having notified the Fund Manager that the proposed removal is not approved, before service on the Trustee:

36.4.1 If Unit Holders holding not less than 75% of the Issued Units outstanding, deliver to the Fund Manager a request in writing that the Trustee should be removed;

36.4.2 If the Trustee goes into liquidation (except for voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the SEC) or if a receiver is appointed over any of its assets;

36.4.3 If in the opinion of the Fund Manager, which opinion is confirmed by Unit Holders holding a simple majority of the Issued Units outstanding attending the meeting in person or by proxy, the Trustee shall be incapable of performing or shall have in fact failed to perform its duties satisfactorily or shall have done any other thing which is calculated to bring the Fund into disrepute or be harmful to the best interests of the Unit Holders or is in breach of the Trustee's fiduciary duties to the Fund. Upon removal of the Trustee, the Fund Manager shall by writing under its seal subject to the approval of SEC appoint some other qualified corporation to be Trustee, and such corporation shall enter such Deed as the Fund Manager deems it necessary or desirable to be entered by such corporation in order to secure the due performance of its duties as Trustee.

37 ADMINISTRATION OF THE TRUST

37.1 The Fund Manager shall be responsible for the payment out of the Trust of all reasonable expenses incurred or to be met from time to time in connection with the management or trusteeship of the Trust including but not limited to:-

- 37.1.1 The Management Fee
- 37.1.2 The Trustee's Fee
- 37.1.3 The Custodian Fee
- 37.1.4 All such other reasonable expenses as are incurred or to be incurred by or on behalf of the Trust.

37.2 All or any of such reasonable expenses shall be payable out of the Fund and the Fund Manager shall where it deems it necessary make provision therefore by depositing and keeping deposited in the name and under the control of the Custodian in a fund (in this Deed referred to as "the Administrative Fund") of such amount as shall in the opinion of the Custodian in consultation with the Fund Manager be from time to time adequate (having regard to any other provisions which may from time to time be made for securing the same) out of the capital and income thereof and to provide for all such expenses during the continuance of the Trust.

37.3 The Administrative Fund shall be held by the Custodian in agreement with the Fund Manager upon trust out of the capital and income of the Trust to pay all such expenses if and so far as the same are not duly paid or provided by the Manager.

37.4 If at any time owing to the growth of the Trust or for any other reason the Custodian shall form the opinion and shall notify the Fund Manager and the Trustee that the Administrative Fund for the time being is not adequate as aforesaid, then the Fund Manager shall forthwith deposit with the Custodian by way of addition to the Administrative Fund such amount as shall in the opinion of the Trustee and the Fund Manager be required to render the same adequate.

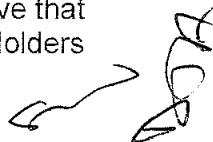
37.5 Subject as aforesaid, the Administrative Fund shall be held by the Custodian upon and subject to such trusts and provisions (including provisions as to the manner of investment thereof and for periodical and other payments to be made thereat to the Fund Manager) as may be agreed between the Custodian and the Fund Manager being trusts and provisions not inconsistent with the maintenance of the Administrative Fund at an amount adequate as aforesaid.

In consideration of the foregoing, neither the Custodian nor the Fund Manager shall, except with the consent of the Trustee and the approval of the Commission, make any further charge against the Unit Holders or against the Fund or against any distribution for their services or for their normal expenses hereunder with the exception of the charges or fees expressly authorized by this Deed.

38 POWER OF TRUSTEE AND THE FUND MANAGER TO TERMINATE TRUST

Notwithstanding any other provision herein contained, the Trust hereby created may be terminated on the happening of all or any of the following circumstances:

- 38.1 If the Fund Manager believes that the investment objective of the Fund is no longer achievable;
- 38.2 If any law is passed or regulations or decision of a court of competent jurisdiction or government policy is made which in the judgment of the Fund Manager and/or the Trustee renders it illegal or impractical to continue the Fund.
- 38.3 If the Commission revokes or suspends the registration of the Trustee and/or Fund Manager (hereinafter called "the Transferee Trust") and suitable replacements cannot be found, in accordance with section 180 of the ISA.
- 38.4 The Trustee and the Fund Manager shall also be entitled to terminate the Fund:
 - 38.4.1 If within a reasonable time (not exceeding six months) of the Fund Manager vacating office under the provisions of Clauses 38 and 39 hereof the Trustee fails to find such company as aforesaid ready to accept the office of Fund Manager of the Trust and of which the Trustee and SEC shall approve the Trustee may in its absolute discretion give notice to the Unit Holders forthwith terminating the Trust and thereupon the Trust shall be terminated in all respects as if the Trust Period had expired on the giving of such notice and thereupon the provisions of Clause 39 hereof shall be complied with by the Trustee save that it shall be under no obligation to give notice to the Unit Holders of the impending distribution as provided in that Clause.



38.5 The Trustee or the Fund Manager may, by not less than six months' notice given to the Fund Manager or the Trustee terminate the Trust, which notice may be given so as to expire on the 31st day of December, in every twentieth year thereafter (in this Clause referred to as "termination date"). In the event that the Trust shall fail to be terminated the Fund Manager shall give notice thereof to all Unit Holders not less than three months prior to any termination date. Subject as aforesaid the Trust shall continue beyond the termination date until terminated in manner herein provided.

39 TERMINATION OF TRUST

If at any meeting held in accordance with the provisions of the First Schedule it should be resolved by Special Resolution to terminate the Trust on a date specified in such Resolution (being a date not earlier than three months after the date of the Resolution) the Trust Period shall accordingly be terminated and this Deed shall take effect accordingly.

40 PROVISIONS ON TERMINATION OF TRUST

Upon the Trust being terminated, the Trustee shall:

- 40.1 Procure the sale of all investments then remaining in the Custodian's possession and shall repay there out all liabilities properly repayable; and such sale and payment so far as reasonably practicable shall be completed within six months after the termination of the Trust Period.
- 40.2 Distribute to the Unit Holders according to their respective interest in the Fund all net cash proceeds derived from any realization of the Investments and available for the purpose of such distribution PROVIDED that the Trustee shall be entitled to retain out of any moneys in its hands under the provisions of this Clause full provision for all duties, charges and all other necessary expenses in connection with the sale of Investments and with such distribution as aforesaid. Every such distribution shall be made only after the Statement of Unitholding relating to the Units in respect of which the same is made shall have been lodged with the Trustee together with such form of request for payment and receipt as the Trustee shall in its absolute discretion require. Such Statement of Unitholding shall in the case of an interim distribution be en faced by the Trustee with a memorandum of the payments made and in the case of a final distribution shall be surrendered to the Trustee PROVIDED that any unclaimed net proceeds or other cash held by the Trustee under the provisions of this Clause may at the expiration of twelve months from the date on which the same were payable be paid into Court subject to the right of the Trustee to deduct therefrom any expenses it may incur in carrying out this provision.

41 AMALGAMATIONS AND RECONSTRUCTION

The Trust may be amalgamated or reconstructed upon the following conditions being satisfied:

- 41.1 The Fund Manager has finalized the terms and conditions of a scheme of reconstruction and amalgamation and has sought and received approval from SEC to carry out the scheme.
- 41.2 There is no dissent from the Trustee for the proposed reconstruction or amalgamation and
- 41.3 The Unitholders have been informed of the particulars of the proposed reconstruction or amalgamation in a manner approved by the Trustee and a Special Resolution has been passed at a meeting of the Unit Holders approving such proposed reconstruction or amalgamation.

If such conditions have been fulfilled, the proposed reconstruction or amalgamation shall take effect upon the date on which such conditions are satisfied or such later date as the Trustee may provide whereupon the terms of the Trust shall be binding upon the Unit Holders who shall be bound to give effect thereto accordingly and the Fund Manager and Trustee shall do all acts and things as may be necessary or requisite for the implementation thereof.

42 INVESTMENT COMMITTEE

The Fund shall have an Investment Committee. The Investment Committee shall consist of not less than 3 persons, at least one of whom shall be the representative of the Trustee. At least one (1) person on the Investment Committee shall be an independent investment adviser duly registered with SEC with no affiliation to either the Trustee or the Fund Manager. The other members of the Investment Committee are to be nominated by the Fund Manager and approved by the Trustee. The Fund Manager shall from time to time consult with the Investment Committee on its decisions to purchase, sell, or alter any investment made by it under this Trust Deed.

43 CIRCULARS AND ADVERTISEMENTS

- 43.1 No advertisement circular or other document of that nature containing any statement with reference to the issue price of Units or the yield therefrom or containing any invitation to buy Units shall be issued by or

on behalf of the Fund Manager until the Trustee has had a reasonable opportunity of considering the terms of the document and any such document shall not be so issued if within seven (7) days after the document first comes under the Trustee's consideration the Trustee notifies its disapproval of the terms thereof in writing to the Fund Manager. All such documents shall also be subject to the approval of SEC before they are issued.

- 43.2 No advertisement circular or other document of that nature (unless approved by SEC) containing any statement with respect to the issue price of Units or the payments or other benefits received or likely to be received by holders of Units or containing any invitation to buy Units shall be issued by or on behalf of the Fund Manager unless the document in question also contains a statement of the yield from the Units.
- 43.3 In all letters, circulars and advertisements or other publications referring to the issue or sale of Units, reference shall be made to the Trustee only in terms previously consented to by the Trustee and SEC.

44 NOTICES

All notices or other documents directed to be given or sent by the Trustee or the Fund Manager to a Unit Holder shall be sent by post to him at his address or by email as appearing on the Register and in the case of joint holders shall be sent or made to whomsoever of such holders is named first on the Register (unless the Trustee or the Fund Manager as the case may require be otherwise directed in writing or email).. A notice so given shall be sufficient notice to all such joint holders. Any notice sent by post shall be deemed to have been received by the holder seven [7] days following the day on which the same was posted and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was posted. Any notice sent by email shall be deemed to have been received by the holder (unless the contrary is proved by the holder) at the time it is sent.

45 AUDITED FINANCIAL STATEMENTS

- 45.1 The financial year end of the Fund shall be 31 December.
- 45.2 The Fund shall publish reports on the results of its operations and its financial position in accordance with the generally binding legal regulations applicable to it.
- 45.3 The Fund's Report and Financial Statements shall be audited by the Auditors

45.4 Copies of the audited statements shall be distributed to the Unitholders and published in abridged form in national dailies not later than four months after the close of the relevant financial year.

46 COPIES OF DEED TO BE MADE AVAILABLE

A copy of this Deed and of any Deed supplemental hereto or a copy of this Deed as amended by such Deeds shall at all times during usual business hours be made available by the Fund Manager and by the Trustee at their Head Offices for inspection by Unit Holders and intending purchasers of Units and any Unit Holder shall be entitled to receive from the Fund Manager a copy of such Deeds aforesaid on production of his Statement of Unitholding and making request therefore to the Fund Manager and on the payment of a fee to be determined by the Fund Manager in consultation with the Trustee for each copy of the document required and the Fund Manager shall on demand and at its own expense supply to the Trustee such copies of such Deeds as it may from time to time require.

47 POWER OF MODIFICATION BY SUPPLEMENTAL TRUST DEED

The Trustee and the Fund Manager:-

47.1 Shall, with the prior approval of the Commission and by Deed supplemental hereto be entitled to modify, alter or add to the provisions of this Deed in such manner and to such extent as they may consider expedient for any purpose (including in particular and without prejudice to the generality of the foregoing any sub-division or consolidation of units) PROVIDED that the Trustee shall certify in writing that in its opinion such modification, alteration or addition does not prejudice the interests of the Unit Holders and does not operate to release the Trustee or the Fund Manager from any responsibilities to the Unit Holders and that no such modification, alteration or addition shall be made without the sanction of a special resolution of a meeting of Unit Holders duly convened and held in accordance with the provisions contained in the First Schedule hereto and PROVIDED also that no such modification, alteration or addition shall impose upon any Unit Holder obligation to make any further payment in respect of his units or to accept any liability in respect thereof.

47.2 Without prejudice to the foregoing, the Trustee and the Fund Manager shall be entitled with the Commission's approval by a Deed supplemental thereto (and without the sanction of an special resolution as aforesaid) to modify, alter or add to the provisions of this Deed in such manner and to such extent as they consider necessary or

expedient having regard to the provisions of any applicable legislation on Taxation and any arrangements approved by the Inland Revenue in relation to authorized unit trust schemes (as defined in Sections 153 & 154 of the Investments and Securities Act, 2007) PROVIDED that unless the Trustee shall certify in writing that in its opinion such modification, alteration or addition does not operate to release the Trustee or the Manager from any responsibility to the Unit Holders no such modification alteration or addition shall be made without the sanction specified in sub-Clause 52.1 above and PROVIDED also that no such modification, alteration or addition shall impose upon any Unit Holder any obligation to make any further payment in respect of his units or to accept any liability in respect thereof.

47.3 The Trustee shall have custody of the original of this Deed.

48. DISPUTE RESOLUTION

- 48.1 In the event of any dispute arising out of or under this Trust Deed, the parties shall within 5 (five) Business Days from the date the dispute arose, notify the Commission of the existence of the dispute.
- 48.2 The parties may within 10 (ten) Business Days from the date the Commission was notified, resolve the dispute by mutual negotiation or appoint arbitrators who shall also have a maximum period of 10 (ten) Business Days to resolve the dispute after the exchange of pleadings by the parties. In the event that the parties or the arbitrators are unable to settle the dispute, the matter shall be referred to the Commission for resolution.
- 48.3 A party may refer the matter to the Investments and Securities Tribunal in accordance with Section 284 of the ISA if he is not satisfied with the decision of the Commission.

49. APPLICABLE LAW

The Trust Deed shall be governed by and construed in all respects in accordance with the laws of the Federal Republic of Nigeria.

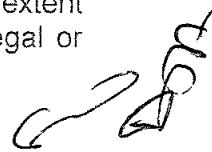
50. COMPLIANCE

The Trustee shall at all times in the course of administration of this Trust comply and also ensure compliance by the Fund Manager with the provisions of the ISA, SEC Rules and Regulations made thereunder. The Trustee shall submit to SEC, quarterly reports pertaining to the due administration of the Trust. The Fund Manager shall submit all statutory reports to SEC relating to the management of the Fund.

51 MISCELLANEOUS

The Deed may be executed in counterparts all of which taken together will constitute one document and any of the parties may execute this Deed by signing the counterparts.

Without prejudice to other provisions contained herein, if any provision of this Deed is prohibited or unenforceable or rendered unenforceable, unlawful or illegal, such illegality, unenforceability and prohibition shall not to the extent permitted by law render the other provisions of this Deed unlawful, illegal or prohibited.

A handwritten signature in black ink, appearing to read "J. D. G."

FIRST SCHEDULE MEETINGS OF UNIT HOLDERS

1. The Trustee or the Fund Manager with the consent of the Trustee at the request in writing of Unit Holders holding not less than twenty-five per cent in value of the Units for the time being outstanding (other than Units of which the Fund Manager are the beneficial owners) and the Court on the application by a member where the Court is satisfied that it is just and equitable to do so may at any time convene a meeting of the Unit Holders. Such meeting shall be held at such place as the Fund Manager and the Trustee shall determine or approve. Any director or other duly authorized official of the Trustee and its solicitors and any director and the secretary and the solicitors of the Fund Manager and any other person authorized in that behalf by the Fund Manager may attend the meeting.
2. Twenty-one days' notice at the least (exclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) of every meeting shall be given to the Unit Holders. The notice shall specify the place day and hour of meeting and the terms of any resolution to be proposed thereat and shall give such further information (if any) as the Fund Manager and the Trustee shall think fit. A copy of the notice shall be sent by post to the Trustee unless the meeting shall be convened by the Trustee. The accidental omission to give notice to or the non-receipt of notice by any of the Unit Holders shall not invalidate the proceedings at any meeting.
3. At any meeting, the quorum shall be formed by at least five (5) unit holders holding not less than 25% of the issued units of the scheme for the transaction of business or the purpose of passing a Special Resolution (SEC Rule 450). No business shall be transacted at any meeting unless the requisite quorum is present at the commencement of business.
4. If within an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Unit Holders, shall be dissolved. In any other case it shall stand adjourned to such day and time not being less than fourteen days thereafter and to such place as may be appointed by the Chairman and at such adjourned meeting the Unit Holders present in person or by proxy shall be a quorum for the transaction of business including the passing of Special Resolutions. At least seven [7] days' notice of any adjourned meeting of Unit Holders shall be given as and such notice shall state that the Unit Holders present in person or by proxy at the adjourned meeting whatever their number and the number of Units held by them will form a quorum.
5. The Trustee or a person nominated in writing by the Trustee shall preside as Chairman at every meeting and if no such person is nominated or if at any meeting the person nominated shall not be present within fifteen minutes after

the time appointed for holding the meeting the Unit Holders present shall choose one of their number to be Chairman.

6. The Chairman may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.
7. At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by five Unit Holders present in person or by proxy or by one or more Unit Holders present in person or by proxy registered as holding in the aggregate not less than one-tenth in value of the Units for the time being outstanding (other than Units of which the Fund Manager are the beneficial owners). Unless a poll is so demanded a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
8. If a poll is duly demanded it shall be taken in such manner as the chairman may direct and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. ,
9. On an equality of votes whether on a show of hands or on a poll the Chairman of the meeting at which the show of hands takes place or at which the poll demanded shall be entitled to a casting vote in addition to the votes (if any) to which he may be entitled as a Unit Holder.
10. A poll duly demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll duly demanded on any other question shall be taken at such time and place as the Chairman directs. A demand for a poll may be withdrawn at any time.
11. Subject as aforesaid the demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
12. On a show of hands every Unit Holder who (being an individual) is present in person or by proxy or (being a company) is present by its duly authorized representative shall have one vote and the same number of votes (including fractions of a vote). On a poll every Unit Holder who is present in person or by proxy or being a company by its duly authorized representative as aforesaid or by proxy shall have one vote for every one Unit of which he or it respectively is the Holder. A Unit Holder entitled to more than one vote need not use all his votes or cast in the same way all the votes he uses.

13. (a) Where a poll is to be taken the chairman of the meeting shall appoint two scrutineers to scrutinize the votes given on the poll and to report thereon to him.
- (b) The chairman shall have power at any time before the result of the poll is declared to remove a scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal or for any other cause.
- (c) Of the two scrutineers appointed under this clause one shall always be a Unit Holder present at the meeting, not being an officer or employee of the Fund Manager provided that such a Unit Holder is available and willing to be appointed.
14. In the case of joint Unit Holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register.
15. On a poll votes may be given either personally or by proxy.
16. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing or if the appointor is a company either under the common seal or under the hand of an officer or attorney so authorized.
17. A person appointed to act as a proxy need not be a Unit Holder.
18. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority shall be deposited at such place as the Trustee or the Fund Manager with the approval of the Trustee may in the notice convening the meeting direct or if no such place is appointed then at the registered office of the Fund Manager not less than forty-eight hours (or if the day appointed for such meeting or adjourned meeting is a Monday not less than seventy-two hours) before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution.

19. An instrument of proxy may be in the following form or in any other form which the Trustee shall approve:-

I/We,

of

being a holder(s) of Units in **AXA MANSARD MONEY MARKET FUND**
hereby appoint -----

of -----

as my/our proxy to vote for me/us and on my/our behalf *
for/against the Resolutions to be submitted to the meeting of the Unit Holders
of the said Fund to be held on the Day of 20-- and
at any adjournment thereof.

As witness my/our hands or seals this day of

*Please delete "for" or "against". If no deletion is made the proxy will be used in favour of the Resolutions. A Unit Holder need not direct his proxy to use all his votes or to cast all his votes in the same way. If a Unit Holder desires to have his votes cast by a proxy in different ways, separate forms of proxy must be used and appropriate directions given in each form. Additional forms of proxy may be obtained from the Fund Manager.

20. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity or dissolution or winding-up of the principal or revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Units in respect of which the proxy is given provided that no intimation in writing of such death insanity dissolution or winding up revocation or transfer shall have been received at the place appointed for the deposit of proxies or if no such place is appointed at the registered office of the Fund Manager before the commencement of the meeting or adjourned meeting at which the proxy is used.

21. A resolution passed at a meeting of the Unit Holders duly convened and held in accordance with these presents shall be binding upon all the Unit Holders whether present or not present at the meeting and each of the Unit Holders and the Trustee and the Fund Manager shall subject to the provisions for their indemnity in the Trust Deed contained be bound to give effect thereto accordingly.

22. The expression "Special Resolution" when used in this Deed means resolution passed at a meeting of the Unit Holders duly convened and held in

accordance with the provisions herein contained in relation to meetings for passing Special Resolutions the notice of which shall state that a resolution will be proposed as a Special Resolution and which shall be carried by a majority consisting of not less than three-fourths of the Unit Holders present in person (or being a company by its duly authorized representative as aforesaid) and voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than three-fourths in number of the votes given on such poll.

23 Minutes of all resolutions and proceedings at every meeting shall be made and duly entered in books to be from time to time provided for that purpose by the Fund Manager and any such minute as aforesaid if purporting to be signed by the Chairman of the meeting shall be conclusive evidence of the matters therein stated and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed thereat to have been duly passed.



AXA MANSARD INVESTMENTS LIMITED



Statement of Unit Holdings From: xx-xx-xxxx to Date: xx-xx-xxx

Statement No.....

Client's Name - Client's Account Number

Client's Address

AXA MANSARD MONEY MARKET FUND

Value Date	Narration	No. of Units	Unit Value	Amount (Principal)	Accrued Interest	Total Balance

Principal	
Accrued Interest	
Total Balance	

This is to certify that the above named client is/are the registered holder(s) of the above stated units in the AXA Mansard Money Market Fund which is constituted by a Trust deed dated the xx day of xx, 2016 between AXA Mansard Investments Limited as Fund Manager and Investment One Financial Services Limited as Trustee for Unitholders and is issued subject to and with the benefit of the provisions and conditions contained in the said Trust Deed.

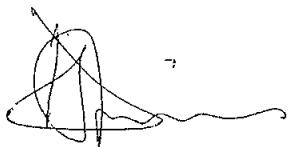
.....
Authorized Signatory
AXA Mansard Investment Limited

.....
Authorized Signatory
Investment One Financial Services Limited

**No Seal is affixed on this document because it is an electronically generated document*

IN WITNESS whereof the Fund Manager and the Trustee have caused their respective Common Seals to be hereunto affixed the day and year first above referred to.

THE COMMON SEAL of
AXA MANSARD INVESTMENTS LIMITED
Was hereunto affixed in the presence of:-



[NAME] Dr. Adimeji, Tunde-Ajanius
DIRECTOR



[NAME] Agboola, Afolabi-Kayi
SECRETARY

THE COMMON SEAL of
INVESTMENT ONE FINANCIAL SERVICES LIMITED
Was hereunto affixed in the presence of:-



[NAME] Azu Okonkwo
DIRECTOR



[NAME] Ayorinde, Afolabi-Kayi
SECRETARY