

## **DISCOVERY FUND TRUST DEED**

THIS TRUST DEED is made the \_\_\_\_\_ day of \_\_\_\_\_ 2002 BETWEEN ASSET & RESOURCE MANAGEMENT COMPANY LIMITED (RC. 246,029), a company incorporated in Nigeria whose registered office is situate at 9, Bayo Kuku Road, Ikoyi, Lagos State, Nigeria (hereinafter called “the Manager” which expression shall except where it is inconsistent with the context mean the Manager for the time being of the Trust hereby constituted) of the one part AND FIRST TRUSTEES NIGERIA LIMITED (RC 29,763) a company incorporated in Nigeria whose registered office is situate at 35 Marina, Lagos, Lagos State, Nigeria (hereinafter called “the Trustee” which expression shall except where it is inconsistent with the context mean the Trustee for the time being of the Trust hereby constituted) of the other part.

WHEREAS:

- (A) The Manager by a resolution of its Board of Directors dated the 16<sup>th</sup> day of May 1994 resolved to create an open-end Collective Investment Scheme known as the ARM EQUITY GROWTH FUND and to serve as the Manager to the Fund.
- (B) The Manager is incorporated under the Companies and Allied Matters Act 1990 and is registered with the Securities and Exchange Commission as an Investment Adviser and Portfolio Manager.
- (C) The objectives of the Fund are as follows:
  - (i) to pool funds from individual and institutional clients and manage such funds on their behalf;
  - (ii) to invest the pooled funds in investment holdings in some of Nigeria’s quoted companies; and
  - (iii) to enable Holders obtain returns on investment through portfolio diversification.
- (D) The Trustee is incorporated under the Companies and Allied Matters Act 1990 and registered with the Securities and Exchange Commission as a trustee.
- (E) By a resolution of the Board of Directors of the Manager dated March 12, 2002 and subject to the approval of the Securities and Exchange Commission the Collective Investment Scheme is now to be known as DISCOVERY FUND.
- (F) FIRST TRUSTEES NIGERIA LIMITED has agreed to act as Trustee to the said DISCOVERY FUND.
- (G) The Manager by a resolution of its Board of Directors dated the 26<sup>th</sup> day of September 2000 has resolved subject to the approval of the Securities and

Exchange Commission and the Nigerian Stock Exchange to offer to the public Units of the DISCOVERY FUND by way of a Memorandum Listing on the Nigerian Stock Exchange.

NOW THIS DEED WITNESSETH as follows:

**1. Definitions**

Unless the context indicates otherwise in this Deed the following words or expressions shall have the meaning respectively assigned to them *viz*:

- 1.1 “Approved Investment” means securities specified under the Trustee Investments Act Cap 449 Laws of the Federation of Nigeria 1990 as may be amended from time to time or such other investments as the Commission may from time to time approve.
- 1.2 “Authorized Investment” means any investment which is authorized by applicable law in force from time to time selected by the Manager and listed quoted or dealt in on any securities exchange.
- 1.3 “Auditors” means the Auditors properly appointed hereunder.
- 1.4 “Cash” includes cheques bank draft money order postal order currency notes and coins.
- 1.5 “Certificate” means a Unit certificate sent out within 90 days after settlement date.
- 1.6 “Charges” wherever the expression appears herein shall mean any or all of the following and will be charged to the Discovery Fund Expenses Account:
  - 1.6.1 the Manager’s one-time administrative charge which shall not exceed 2.5% of any amount invested in the scheme as part of the purchase price;
  - 1.6.2 an annual management fee of 2% of the Gross Asset Value of the Fund payable quarterly out of income and subject to any increase consented to by the Trustee and Commission;
  - 1.6.3 an incentive fee of 1% of total returns in excess of 20% of the Funds Net Asset Value payable to the Manager;
  - 1.6.4 any other charges in favour of the Manager as agreed by the Manager and Trustee;

- 1.6.5 auditors' remuneration and related expenses;
  - 1.6.6 fees payable to the Securities and Exchange Commission ("SEC") and the Nigerian and other Stock Exchanges;
  - 1.6.7 trustees remuneration *per annum* which shall be 0.25% of the Gross Asset Value of the Fund payable out of income subject to a minimum of =N=500,000;
  - 1.6.8 transaction safe custody and insurance charges; and
  - 1.6.9 any other charges in favour of the Manager that may become payable with respect to the Fund.
- 1.7 "The Bid Price" of a Unit on a particular valuation day will be in accordance with the requirements of SEC: -
- 1.7:1 the total market value of securities in the Fund at the highest market bid prices as at date of valuation where such securities are listed on a Stock Exchange;
  - 1.7:2 the actual cost of any unquoted investment;
  - 1.7:3 best estimate of capital appreciation for unquoted investments;
  - 1.7:4 uninvested cash;
  - 1.7:5 undistributed income to date less operating expenses;
  - 1.7:6 the total value of money market instruments;
  - 1.7:7 applicable stamp duties;
  - 1.7:8 brokerage fees; and
  - 1.7:9 Securities and Exchange Commission fees; then
  - 1.7:10 being the summation of 1.7:1 to 1.7:6 less 1.7:7 to 1.7:9 divided by number of Units on sale rounding off.
- 1.8 "Commission" means the Securities and Exchange Commission as established and constituted under the Investment and Securities Act No. 45 of 1999.

- 1.9 “Dealing Dates” refers to the days on which the Units of the Fund are actually bought.
- 1.10 “Deposited Property” means the Fund consisting of all assets, including cash for the time being held or deemed to be held upon the trust of this Deed and includes any amount for the time being standing to the credit of the DISCOVERY FUND Account.
- 1.11 “DISCOVERY FUND Account” means the designated nominee account, ASSET & RESOURCE MANAGEMENT COMPANY Nominee and Discovery Fund Account as made up by 2 sub-accounts viz DISCOVERY FUND Trading Account and DISCOVERY FUND Expenses Account.
- 1.12 “The Exchange” means the Nigerian Stock Exchange and any other Stock Exchange in any part of Nigeria where securities are dealt in quoted or listed.
- 1.13 “The Fund” means the Discovery Fund and includes investments and cash for the time being vested in the Trustee under the trusts of this Deed or any deed supplemental to this Deed.
- 1.14 “Gross Asset Value” means the value of the Fund based on sub-clause 1.30 below before adjusting for audit management and trustee fees but excluding set up costs.
- 1.15 “Holder” means a person registered as having a minimum investment of ₦=25,000.00 in the Fund.
- 1.16 “Holdings” means all or any of a Holder’s investments in the Fund.
- 1.17 “Minimum Number of Units” means 250 Units or the number of Units as the Manager may in any particular case or generally from time to time prescribe.
- 1.18 “Meeting” means an Annual General Meeting or Extraordinary Meeting of Holders convened in accordance with the provisions of this Deed.
- 1.19 “The Offer Price” of a Unit on a particular valuation day means in accordance with the requirements of SEC the aggregate of:-
- 1.19:1 the total market value of securities in the Fund at the lowest market dealing offer prices based on the Exchange daily official list where such securities are listed on a recognized Exchange;
- 1.19:2 applicable stamp duties;

- 1.19:3 brokerage fees;
  - 1.19:4 SEC fees;
  - 1.19:5 the actual cost of any unquoted investment;
  - 1.19:6 best estimate of capital appreciation for unquoted investments;
  - 1.19:7 uninvested cash;
  - 1.19:8 undistributed income to date less operating expenses;
  - 1.19:9 total value of money market instruments; and
  - 1.19:10 the Manager's initial charge not exceeding 2.5 *per cent* of any amount invested in the Fund as part of the purchase price;
  - 1.19:11 the summation of sub-Clause 1.19:1 to 1.19:10 divided by the number of units on sale rounding off.
- 1.20 "Net Asset Value of the Fund" means on any given day the product of the offer price and the total number of Units in the Fund on that day.
  - 1.21 "Ordinary Resolution" means a resolution passed by a simple majority of votes cast by Holders of the Fund that are entitled to do so either in person or by proxy at a Meeting.
  - 1.22 "Register" means the register of Holders.
  - 1.23 "Registrar" means the person for the time being keeping the Register.
  - 1.24 "Settlement Date" means the date when cheques are cleared and administrative procedures have been duly completed.
  - 1.25 "Special Resolution" means a resolution passed by not less than three-fourths of the votes cast by Holders of the Fund that are entitled to do so either in person or by proxy at a Meeting of which 21 days notice specifying the intention to propose the resolution as a Special Resolution has been duly given.
  - 1.26 "Trust" means the Trust as constituted by this Deed to be called DISCOVERY FUND or such other name as the Trustee and Manager may determine PROVIDED such name is approved by the Commission.
  - 1.27 "Unit" means a Unit created and issued and represents one undivided share in the Deposited Property.

- 1.28 “Units” include Units issued for cash and Units issued in exchange for the transfer of a portfolio of listed shares valued at the Stock Exchange official closing prices corresponding to the effective date of the transfer.
- 1.29 “Unit Price” means in accordance with the requirements of SEC the total market value of the Units based on the Securities Exchange Daily Official List as at the date of valuation minus stamp duties Brokerage Fee the Commission’s Fee Actual cost of investment in unquoted investments uninvested cash undistributed income to date less expenses total value of money market instruments and the Manager’s initial charge;
- 1.30 “Value of the Fund” means the price of all equity and fixed income securities held in the Fund inclusive of all accrued interest and dividends on such securities, and any uninvested cash as shown on the Daily List of any Exchange.
- 1.31 “Written Resolution” means a resolution signed by all Holders entitled to attend and vote at a Meeting as if such a Meeting were duly held.

Words importing the singular number only shall include the plural and vice-versa and words importing the masculine gender only shall include the feminine gender and words importing persons shall include corporations and the words “written” or “in writing” shall include printing engraving lithographing or other means of visible reproduction.

Any reference to a statutory provision shall be deemed to include that provision as the same may from time to time be modified amended or re-enacted.

Headings herein are inserted for convenience only and shall not affect the construction of the provisions hereof.

## **2. The Trust Deed binding on all Parties**

The provisions of these presents and of any duly executed Deed supplemental hereto shall be binding on the Trustee the Manager and the Holders and all persons claiming through them respectively as if such person had been party to these presents and such Deed.

## **3. Nature and Type of the Investment Fund**

- 3.1 DISCOVERY FUND is an open-end collective investment scheme that enables the Holders to acquire investment holdings in some of Nigeria’s companies.

- 3.2 The fundamental objective of the Fund is to provide its Holders with growth on their capital over the long term relative to the all-share index of the Nigerian Stock Exchange.
- 3.3 The minimum investment in the Fund by one or joint Holder[s] is =N=25,000.00.
- 3.4 The initial offer of Units in the Fund to the public shall be of 15,000,000 Units with a par value of =N=20 each.
- 3.5 Subsequent offers of Units in the Fund to the public may be made of such a number of Units of such value as the Manager may resolve with the approval of the commission from time to time.

#### 4. **Financial Year**

The Financial Year of the Fund shall run from 1 January to 31 December of every year. The year-end will be 31 December in each year.

#### 5. **Rights of Holders**

- 5.1 The Holders shall not have or acquire any right against the Manager or the Trustee in respect of their investments save such as are expressly conferred upon them by these presents.
- 5.2 The Deposited Property shall be held as a single common Fund and no Unit thereof shall confer any interest or share in any particular part of the Deposited Property.
- 5.3 A Holder has a right to share in the assets of the Fund proportionate to the number of Units owned in the Fund.
- 5.4 No person has a right to be recognized as a Unit Holder unless he has been registered as such.
- 5.5 The Manager shall be treated for all the purposes of this Deed as the Holder of each Unit during such times as neither the Manager nor any other person shall be registered or entitled to be registered as the Holder but nothing herein contained shall prevent the Manager from subscribing for and becoming the Holder of Units.

#### 6. **Constitution and Administration of the Fund**

- 6.1 The Fund shall be constituted from the proceeds of sale of Units in the Fund. The Manager of the Fund shall maintain 2 accounts to be designated as the “ARM Nominee: Discovery Fund Trading Account” and the “ARM

Nominee: Discovery Fund Expenses Account”. All cash proceeds of the sale of Units shall be paid into the ARM Nominee: Discovery Fund Trading Account or such other designated cash account in a bank approved by the Trustee and Manager. A portion of such proceeds will from time to time as hereinafter provided for be paid from the ARM Nominee Discovery Fund Trading Account into the ARM Nominee Discovery Fund Expenses Account or such other designated cash account in a bank approved by the Trustee and Manager to be used for the payment of charges incidental to the administration of the Fund.

- 6.2 The said accounts shall be managed by the Manager and the Manager shall every quarter supply the Commission and the Trustee with reports thereon and a valuation of the investments held by the Fund. The Manager shall supply the said reports and valuation to the Holders once every year.
- 6.3 All investments shall be made from the DISCOVERY FUND Trading Account and such investments shall be in the name of the Trustee as Trustee to the Fund.
- 6.4 Moneys paid to the Manager for new Units pursuant to clause 8 hereof shall be paid into the DISCOVERY FUND Trading Account forthwith and shall form part of the Deposited Property. The Units for which such moneys were paid will be priced at the time of the next valuation of the Fund which valuation will be done on a weekly basis.
- 6.5 All stamp duty and all other duties and charges on this Deed or upon the constitution of new Units shall be payable out of the DISCOVERY FUND Expenses Account.
- 6.6 The Manager shall not borrow upon the investments of the Fund nor on behalf of the Fund or the Holders and monies may not be lent out of the investments of the Fund; PROVIDED that a Holder may use his holdings as security for any transaction entered into where it is mutually acceptable to both parties to the said transaction.
- 6.7 Notwithstanding anything said to the contrary either herein or in any other document the Manager shall be entitled to subscribe to Units of the Fund.
- 6.8 The promoters of the Fund shall subscribe to a minimum of 10 *per cent* of the initial issue.

## 7. **Payments of Remuneration and Fees**

- 7.1 The remuneration of the Trustee and of the Manager and administrative fees shall accrue on a daily basis. At the end of each quarter all such sums as have accrued shall be transferred from the DISCOVERY FUND Trading

Account into the DISCOVERY FUND Expenses Account from which the relevant sums will be paid to the respective creditors and service providers.

- 7.2 Auditor's fees shall be due for payment at the end of the financial year upon the completion of the audit and be paid from the DISCOVERY FUND Expenses Account.

**8. Sale and Issue of New Units**

Consistent with the open-end nature of the Fund the Manager may effect the issue of new Units from time to time as it in its exclusive discretion may deem fit.

**9. Redemption of Units**

- 9.1 Except as provided herein there is no restriction on Holders' access to their investment proceeds by way of redemption of Units. Holders can redeem their Units in the Fund by sending a Redemption Notice to the Manager through the designated Stockbrokers. The form of Redemption Notice shall be as set out in the Third Schedule hereto. Redemption shall be effected at a computed bid price based on the Commission's approved basis of bid price determination. No additional charges will be required on redemption. Holders seeking to redeem only a part of their holding would be required to maintain a minimum on-going investment of =N=25,000.00 in the Fund. Cheques in respect of each redemption shall be sent within 5 business days of receipt of the Unit certificates and redemption instruction.
- 9.2 No Holder shall be entitled to redeem part only of his holding of Units if such redemption would result in his holding being reduced to less than the Minimum Number of Units and sub-Clauses 9.3 - 9.6 are to be read and construed subject thereto.
- 9.3 Where only part of the Units comprised in a Certificate are to be redeemed the Holders shall pay to the Manager the stamp duty (if any) arising upon the issue of a balance Certificate and thereupon the Manager shall procure a balance Certificate to be issued free of charge for the balance of the Units comprised in the Certificate.
- 9.4 The Manager may at its option dispense with the production of any Certificate which shall have become lost stolen or destroyed upon compliance by the Holder with the like requirements to those arising in the case of an application by him for the replacement thereof. Where realization is to be effected by cancellation of Units the Manager shall proceed to effect any sales necessary to provide the cash required and shall notify the Trustee that the said Units are to be redeemed and cancelled in accordance with the provisions of this Clause and shall deliver to the Trustee for cancellation the Certificate covering the said Units and in such

event the Fund shall be reduced by the cancellation of the said Units and the Trustee shall pay to the Manager out of the Deposited Property in respect of the cancellation of the said Units the consideration indicated in Clause 32 hereof.

- 9.5 The Manager shall be entitled in the name and on behalf of the Holder to execute an instrument of transfer in respect of any Units to be redeemed hereunder by purchase by the Manager and to endorse and sign on the appropriate Certificate in respect of any Units to be realized hereunder by cancellation such statement as may be necessary or desirable as evidence that the Holder no longer has any interest in the said Units PROVIDED that in either event the Manager shall within a reasonable period thereafter furnish to the Trustee the authority under which they acted but the Trustee shall not be concerned to require the endorsement of any such statement and shall be entitled to cancel Units upon compliance with the procedure in this Clause provided.
- 9.6 Unless specifically requested by the Holder or former Holder concerned so to do the Trustee shall be under no obligation to check the calculation of the amount payable in connection with any purchase or cancellation of Units pursuant to this Clause but shall be entitled at any time to require the Manager to justify the same.
- 9.7 In no event shall the Trustee be bound to make any payment to the Manager or any Holder except out of the Deposited Property held by it for that purpose under the provisions of this Deed.
- 9.8 Units redeemed by the Manager may be re-sold.

## 10. **Transfer of Units**

- 10.1 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 the Fourth Schedule hereto (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 the transferee would be the Holder of a number less than the Minimum Number of Units.
- 10.2 Units shall only be transferred in multiples of 20 or such number of Units as may for the time being generally or otherwise be prescribed in writing by the Manager with the approval of the Trustee.
- 10.3 Every instrument of transfer must be signed by the transferor (but need not be signed by the transferee) and subject to the provisions of sub-Clause 10.7 the transferor shall be deemed to remain the 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.

- 10.4 Every instrument of transfer must be duly stamped and lodged with the Stockbroker for transmission to the Registrar 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 Certificate or Certificates relating to the Units to be transferred and such other evidence as the Registrar may require to prove the title of the transferor or his right to transfer the Units and thereupon the Registrar shall register the transferee as Holder of the Units referred to in such instrument of transfer and shall issue to such transferee a new certificate representing the Units so transferred. The Registrar may dispense with the production of any Certificate which shall have become lost stolen 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.
- 10.5 All instruments of transfer which shall be registered may subject to sub-Clause 10.9 be retained by the Trustee or by the Manager on its behalf.
- 10.6 A fee not exceeding =N=100 or such other amount as the Manager and the Trustee may from time to time agree may be charged by the Trustee for the registration of each transfer and the issue of a new Certificate in the name of the transferee and a balance Certificate (if necessary) in the name of the transferor and such fee must if required by the Trustee be paid before the registration of the transfer.
- 10.7 In the case of a transfer in favour of the Manager the Registrar shall upon registration thereof cancel the Certificate or Certificates in respect of the Units transferred and remove the name of the Holder from the Register in respect of such Units but the name of the Manager need not be entered in the Register as the Holder of such Units nor a Certificate 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.
- 10.8 A receipt signed or purported to be signed by the Holder in respect of any monies payable in respect of the Units represented by any Certificate shall be a good discharge to the Trustee and the Manager and if several persons are registered as joint Holders or in consequence of the death of a Holder are entitled so to be registered any one of them may give an effectual receipt for any such moneys.
- 10.9 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 Manager or any Associate of the Manager or any Holder or any company or body any of whose shares or securities form part of the Fund Assets or from being interested in any such contract or transaction. The

Trustee or any Associate thereof shall not be liable to account to the Manager or the Holders or any of them for any profit or benefit made or derived from or in connection with any such transactions.

**11. Fees Payable on Behalf of the Fund**

The Manager shall pay or cause to be paid from the Discovery Fund Expenses Account where applicable all brokerages to agents on the sale or issue of Units.

**12. Trust of the Deposited Property**

The Trustee shall stand possessed of the Deposited Property upon trust for the Holders.

**13. Custody of Deposited Property**

The Trustee shall at all times retain in its own possession (or in the possession of such third parties as it may with the consent of the Manager appoint as its agents in that behalf) in safe custody all the investments and all documents of title or value connected therewith actually received by the Trustee or its nominees approved by the Commission or such agents and shall be responsible for the safe custody and so far as practicable the realization of the income proceeds in respect of such part of the Investments as may be within its or its nominee's or agent's control.

**14. Investment Policy**

14.1 The Fund shall be invested in such securities as are permitted by the Trustee Investments Act Cap 449 Laws of the Federation of Nigeria 1990 and approved by the Commission.

14.2 The Manager shall not alter the Investment Policy of the Fund without the sanction of the Trustee or a Special Resolution of a Meeting of Holders duly convened and held in accordance with the provisions contained in the First Schedule hereto.

**15. Right to decide on Investments**

15.1 Consistent with section 136 of the Investments and Securities Act 1999 the Manager shall have the right to decide as to the purchase selection sale or alteration of any investments under the provisions of this Trust Deed subject to the consent of the Trustee before investments are finalized.

15.2 Save pursuant to an offer made jointly to all holders of units of another authorised unit trust scheme (as defined by section 124 of the Investments and Securities Act 1999) for the exchange of such units or the cash or other property represented thereby for Units of the Fund neither the Trustee nor

the Manager nor any Associate of either shall as principal sell or deal in the sale of investments to the Trustee for account of the Fund or vest Authorized Investments in the Trustee upon the issue of Units and the Trustee and the 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 Manager or of any Associate 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 initial portfolio of investments by the Manager.

15.3 The Manager shall not undertake any dealing in or retention of any underlying securities of any company if the officers of the Manager or its Associate or subsidiary company own each as beneficiary more than 1½ of 1 *per cent* of the securities of each and together more than 5 *per cent* of the securities of that particular company.

15.4 The Manager shall not invest in the in-house securities or instruments of the Trustee or Manager.

**16. Realisation of Investment**

Any monies accruing from investments of the Fund shall be treated as realized investments. The Manager shall have the discretion subject to the agreed investment guidelines to reinvest any realized investment comprised in the Deposited Property in other approved investments at any time PROVIDED ALWAYS THAT the Manager complies with the principles of diligence and prudence in exercising this discretion.

**17. Changes of Investments**

17.1 It shall not be necessary for either the Manager or the Trustee to effect any change of investments by reason of any appreciation in the value or the aggregate of the value of any investments in any one company or body or of any security or any depreciation in the value or the aggregate of the value of any investments causing the limits referred to in Clause 18 to be exceeded nor by reason of the said limits being exceeded as a result of either:

17.1:1 the receipt by the Trustee or its nominee of any rights bonuses or benefits in the nature of capital;

17.1:2 any scheme or arrangement for amalgamation reconstruction conversion or exchange; or

17.1:3 any repayment or redemption (including in the case of debentures or debenture stock following the purchase thereof by that company or body).

17.2 If and so long as the said limits shall be exceeded the Manager shall not purchase any additional investments which would result in any of the said limits being exceeded further and if at any time when any of the said limits shall be exceeded the Manager determines to sell any investments for the purpose of a reduction of the Fund it shall before selling any other investment sell so much of the investment or investments in respect of which any of the said limits is exceeded as is necessary to effect the reduction PROVIDED that if the Manager is satisfied and the Trustee agrees that the sale of such Investment or investments at that time would be against the interests of the Holder such investment or investments need not be sold.

**18. Extent of Investments**

No investment shall be made which would result in either the value or the aggregate of the values of any investment in any one company or body or in any one security exceeding one-twentieth of the value of the Fund immediately after such investment has been made.

**19. Appointment of Registrar**

19.1 The Manager may with the consent of the Trustee appoint a Registrar for the purposes contemplated in Clause 20 and the Fifth Schedule hereto.

19.2 Where the Manager in consultation with the Trustee for good and sufficient reason is of the opinion that a change of Registrar is desirable in the interest of the Holders it shall notify the Registrar accordingly and the Registrar shall within the period prescribed transfer all records Certificates documents and registers kept or maintained by it with regards to the Fund to the Manager and the Manager will thereafter take such steps as may be necessary to appoint a new Registrar for the Fund PROVIDED however that any appointment of a new Registrar will be subject to the prior approval of the Commission and notice of such change or appointment shall be advised to Holders in the manner provided by Clause 44 herein within five working days of the date such change or appointment takes effect.

**20. Registration of Holders**

20.1 A Register of Holders shall be kept by the Registrar.

- 20.2 The Register shall contain the names of Holders the number of Units held the nominal value the date of purchase the certificate number and any other information that may be deemed necessary by the Manager.
- 20.3 Any change of name or address on the part of any Holder shall forthwith be notified in writing to the Manager who on being satisfied thereof and in compliance with all such formalities as it may require shall cause the Register to be altered or the change to be registered accordingly.
- 20.4 A Holder shall be entitled during business hours to inspect the Register upon the payment of a nominal fee for so doing as may be set by the Registrar.
- 20.5 The Register shall be conclusive evidence of the persons entitled to the Units represented by Certificates entered therein. Any person claiming to be interested in any Units or the dividends on them may protect his interest by serving on the Manager a notice and an affidavit of interest whereupon the Registrar shall cause to be entered on the Register the existence of such notice and shall not register transfer or make a payment or return[s] in respect of the relevant Units contrary to the terms of the notice until the expiration of forty-eight (48) days notice to the claimant of the proposed transfer or payment.
- 20.6 A body corporate may be registered as a Holder or one of joint Holders.
- 20.7 In the event of the death of a Holder only the legally appointed executors or administrators of estate of the deceased Holder (not being one of joint Holders) or the surviving Holder(s) of joint Holders shall be recognized by the Registrar as having any title to or interest in the deceased Holder's Units.
- 20.8 Any person becoming legally entitled to any Units in consequence of the death or bankruptcy or dissolution or winding up of any Holder or upon a declaration that a Holder is a lunatic shall upon producing such evidence to the satisfaction of the Registrar substantiating his claim and on delivering up the Certificate(s) of the deceased bankrupt or lunatic Holder or resolution of dissolution or winding up to the Registrar for cancellation be entitled to elect either to be registered himself or to have some other persons nominated by him registered as entitled to such Unit(s) and to have a new Certificate(s) issued accordingly. If the person so becoming entitled shall elect to be registered himself he shall deliver or send to the Registrar notice in writing in a form to be prescribed by the Registrar signed by him stating that he so elects to be registered he shall testify his election by transfer as aforesaid as if the death if he shall elect to have some other person nominated by him bankruptcy or lunacy or the dissolution or

winding up of the Holder had not occurred and the notice or transfer were a transfer executed by such Holder.

- 20.9 Any person becoming entitled to Units in consequence of the death or bankruptcy or dissolution or winding up of a Holder shall once he has offered sufficient evidence of such entitlement to the Registrar even if actual registration has not yet taken place be entitled to receive and may give a discharge for moneys payable in respect of Units. However such person shall not be entitled to all the other rights of a Holder until he shall have been registered in respect of the Unit(s).
- 20.10 The number of Units held by a Holder shall be registered and recorded by the Registrar as a book entry.

**21. Voting Rights on Fund Assets**

- 21.1 All rights of voting conferred by any investments forming part of the Deposited Property shall be exercised in such manner as the Manager may in writing direct and the Manager may refrain at its own discretion from the exercise of any voting rights and no Holder shall have any right to interfere or complain. The Trustee shall upon written request by and at the expense of the Manager from time to time execute and deliver or cause to be executed or delivered to the Manager or their nominees such powers of attorney or proxies in such name and names as the Manager may request authorizing such attorneys and proxies to vote consent or otherwise act in respect of all or any part of the Deposited Property.
- 21.2 The Manager shall be entitled to exercise the said rights in what it considers to be the best interest of the Holders but subject to section 133 of Investments and Securities Act 1999 neither the Manager nor the Trustee shall be under any liability or responsibility therefore in respect of the management of the investment in question nor in respect of any vote action or consent given or taken or not given or taken by the Manager whether in person or by proxy and neither the Trustee nor the Manager nor the Holder or any such proxy or power of attorney shall incur any liability or responsibility by reason of any error of law or mistake of fact or any matter or thing done or omitted or approval voted or given or withheld by the Trustee or Manager or by the holder of such reason of any error of law or mistake of fact or any matter or thing done or omitted or approval voted or given or withheld by the Trustee or Deed and the Trustee shall be under no obligation to anyone with respect of any action taken or caused to be taken or omitted by the Manager or by any such proxy or attorney.
- 21.3 The phrase "right of vote" or the word "vote" used in this Clause shall be deemed to include not only a vote at a meeting but any consent to or approval of any arrangement scheme or resolution or any alteration in or abandonment of any rights attaching to any part of the Fund Assets and the

right to requisition or join in a requisition to convene any meeting or to give notice of any resolution or to circulate any statement.

- 21.4 The Trustee shall without delay forward to the Manager all notices of meetings reports circulars and other documents of a like nature received by it or its nominee as a registered holder of any investment.

**22. Issue of Certificates**

Certificates may be issued in any denomination provided that a person shall not be registered in respect of less than 250 Units or any other number of Units as may otherwise be prescribed by the Manager.

**23. Form of Certificates**

- 23.1 A Certificate shall specify the serial number thereof and the number of Units represented thereby and shall be in such form as prescribed in Second Schedule hereof or such other form as the Trustee and Manager may agree.

23.2 Certificates shall be issued under the seal of the Manager and the Trustee.

**24. Right of Assignment**

Every Holder is entitled to assign all or any part of his or her investments to third parties PROVIDED THAT the Manager is duly informed of such assignment so that necessary documentation can be effected to reflect the change in the Holder's holding in the Fund.

**25. Worn-Out Defaced Lost or Destroyed Certificates**

- 25.1 If any Certificate becomes worn-out mutilated defaced or soiled in such a manner as to make identification questionable the Manager with the approval of the Trustee may cancel such certificate and issue a new Certificate in its place.

25.2 If any Certificate is lost stolen or destroyed then upon proof thereof to the satisfaction of the Registrar and on such indemnity (if any) as the Registrar may deem necessary being given a new Certificate in lieu thereof may be issued under the seal of both the Manager and the Trustee to the person entitled to such lost stolen or destroyed Certificate. An entry as to the issue of the new Certificate and indemnity (if any) shall be made in the Register.

**26. Distribution of Income/Reinvestment**

The income of the Fund less any sums properly chargeable on or deductible therefrom may be either reinvested in the Fund or distributed to the Unit Holders in

such form manner and amount for such periods and at such times as the Trustee may approve from time to time upon the recommendation of the Manager's Board of Directors and in accordance with applicable law and the rules of the Exchange on which the Units are listed.

**27. Indemnities Rights and Discretion of Trustee and Manager**

Without prejudice to any indemnity allowed by law or elsewhere herein given to the Trustee or to the Manager the following provisions shall apply:

- 27.1 The Trustee and Manager shall not be responsible for the authenticity of any transfer or form of application endorsement or other documents affecting the title to or transmission of Units or be in any 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 affixed PROVIDED that they have exercised due care and diligence in examining the signature.
- 27.2 Neither the Trustee nor the Manager shall incur liability in respect of any action or omission by it in good faith in reliance upon any notice resolution direction consent certificates affidavit statement certificate of stock plan or reorganization or other paper or document believed to be genuine and to have been passed sealed or signed by the proper parties including themselves or their officers.
- 27.3 Neither the Trustee nor the Manager shall incur liability to the Holders for doing or failing to do 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 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) where the Trustee or Manager shall be directed or requested to do or perform or to forbear from doing or performing.
- 27.4 The Trustee and Manager shall be entitled to require that the signature of any Holder or joint 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 their reasonable satisfaction.
- 27.5 The Trustee shall not by reason of its office be precluded from purchasing holding dealing in or disposing of Units nor from contracting or entering any financial banking or other transaction with the Manager or any Holder or any company or body with an interest in any Unit(s) or from being interested in any such contract or transaction or from holding any shares or

any investment in any such company or body. The Trustee shall not except as otherwise herein provided be in any wise liable to account either to the Manager or to the Holders or any of them for any profits or benefits made or derived by the Trustee thereby or in connection therewith.

- 27.6 The Trustee shall not be under any obligation to appear in prosecute or defend any action or suit in respect of the provisions hereof or in respect of the Deposited Property or any part thereof or take part in or consent to any corporate action which in its opinion might involve it in any expense or liability.
- 27.7 Subject to the prior consent of the Trustee in each case the 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 Authorised Investments upon such terms in all respects as it shall think fit (but subject always to the provisions of this 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 18 hereof) and all commissions or other fees received by the Manager and all Authorised Investments or cash acquired pursuant to any such contract shall form part of the Deposited Property.
- 27.8 The Trustee shall not be liable to account to any Holder or otherwise for any payment made or suffered by the Trustee in good faith nor 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 these presents notwithstanding that any such payments need not have been made or suffered.
- 27.9 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 Manager. Whenever a notice or other communication is to be given by the Manager to the Trustee the latter accepts as sufficient evidence thereof a document signed on behalf of the Manager by any person whose signature the Trustee is for the time being authorized in writing by the Manager to accept.
- 27.10 The Trustee shall as regards all the powers and discretion 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 and negligence the Trustee shall not in anyway be responsible for any loss costs or damages that may result from the exercise or non-exercise thereof.
- 27.11 The Trustee may act upon the advice statement or information obtained from stockbrokers accountants lawyers bankers or other persons believed by the Trustee in good faith to be experts in the matters on which they have

been consulted whether instructed by the Trustee or Manager 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.

- 27.12 The Trustee shall not be responsible for any misconduct mistake oversight or error or want of judgment or want of prudence on the part of any lawyer banker accountant broker or other person acting hereunder as agent or adviser of the Trustee save to the extent that such agent or adviser was acting on the instruction of the Trustee and within the course and scope of its appointment. PROVIDED that the Trustee shall be entitled to be indemnified by such agent or adviser.
- 27.13 The Manager shall in no wise be liable to make any payment hereunder to any person except out of the moneys of the Fund set aside for that purpose.
- 27.14 If for any reason it becomes impossible or impracticable to carry out any of the provisions of these presents neither the Manager nor the Trustee shall be under any liability thereof or thereby. Neither shall incur liability for any error of law in the absence of fraud or negligence in connection with any matter or thing done or suffered to be done or omitted to be done by them in good faith hereunder PROVIDED ALWAYS that nothing in this section may be construed as exempting the Trustee from or indemnifying the Trustee against liability for breach of trust arising from any fraudulent or negligent act or omission on its part or any other breach of duty hereunder.
- 27.15 The Manager shall not be under any liability except such liability as may be expressly assumed by it under this Deed or imposed by law nor shall the Manager (save as herein otherwise appears) be liable for any act or omission of the Trustee nor for anything except its own breach of duty hereunder.
- 27.16 In no event shall the Trustee be bound to make any payment to any person except out of the funds held by it for that purpose under the provisions of this Deed.
- 27.17 The Trustee shall not be responsible for acting upon any resolution purporting to have been passed at the meeting of the Holders in respect whereof minutes shall have been made and signed even though it may be subsequently found that there was some defect in the constitution of the Meeting or the passing of the resolution or that for any reason the resolution was not binding upon all the Holders.
- 27.18 The Trustee covenants that with the exception of the selection of investments effective control over the affairs of this trust vested in and will

be exercised by it independently of any other person except as otherwise set out herein.

- 27.19 The Trustee undertakes to notify the Commission of any proposed change in the management of the Fund.
- 27.20 Subject to the provisions of this Deed the selection of all investments whether partly paid or not and the retention of cash shall in all respects be the sole responsibility of the Manager who shall exercise due diligence and prudence in its selection process having due regard to the investments policy of the Fund in such selection. The Trustee shall not be concerned to see or enquire whether any such selection or retention or other dealing effected by or at the discretion of the Manager infringes the investment policy of the Fund.
- 27.21 The 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 Deposited Property PROVIDED THAT the 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 Manager.

**28. Manager and Trustee acting for other Trusts**

The Manager and Trustee shall be entitled whether in conjunction or separately to establish and act as Manager or Trustee for trusts separate and distinct from this Trust.

**29. Payment to Trustee and Manager**

- 29.1 The Manager shall on behalf of the Fund pay all traveling and other costs charges and expenses that the Trustee shall reasonably incur in connection with the execution of the Trust hereof and in the exercise of the powers and discretion hereby vested in them.
- 29.2 All such costs expenses charges or remuneration due to the Trustee shall be payable upon demand. However the Trustee shall where practicable provide the Manager with invoices/receipts for all expenses incurred.
- 29.3 The Manager shall on behalf of the Fund pay the Trustee all sums owing to the Trustee in respect of remuneration costs (which shall be computed and accrue on a daily basis according to the following formula:  $0.25\% \times \text{Gross Asset Value} \times 1/365$  charges payable out of income expenses or interest)

subject to a minimum charge of N500,000 *per annum* except as otherwise directed by the Commission. The Trustee's remuneration shall be payable semi-annually in advance.

29.4 The Manager's remuneration shall include:

29.4.1 a one-off initial administrative charge which shall not exceed 2.5% of any amount invested in the scheme as part of the purchase price;

29.4.2 a Management Fee of 2 % of the Gross Asset Value payable quarterly out of income in arrears and subject to any increase consented to by the Trustee and the Commission; and

29.4.3 an incentive fee of 1% of total returns in excess of 20% of the Fund's Net Asset Value.

30. **Conditions for Effecting Transactions or Dealings**

Notwithstanding anything herein contained the Trustee Manager and/or any other party shall not be required to effect any transaction or dealing with any Holder or with any part of the investments of the Deposited Property on behalf or for the benefit or at the request of any Holder unless such Holder shall first have paid to the Trustee Manager or such other party to its or their satisfaction as the case may be such amount sufficient to cover all duties 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 Manager or such other party shall be entitled to as it or they may think fit pay and discharge all or any of such duties charges or stamp duty on behalf of the Holder and to retain the amount so paid out of any money or property to which such Holder may be or become entitled in respect of his Unit or otherwise however hereunder.

31. **Cancellation by Trustee**

If any purchaser of Units from the Manager or subscriber for Units (whether as principal or agent) shall make default in paying the purchase price or subscription moneys or any part thereof the Trustee may on such evidence being furnished to it by the Manager as it shall in its entire discretion deem sufficient and on delivery up to it of any Certificate which may have been delivered in respect of the Units contracted to be purchased or subscribed thereupon cancel such Certificate and make or procure any necessary deletion or alteration in the Register and thereafter in the case of Units contracted to be purchased the Manager shall be entitled to the Units in respect of which the defaulting Holder has been removed from the Register until the same be sold by them to a purchaser and another Certificate be issued in respect thereof or such Units have been cancelled and in the case of Units contracted to be subscribed the same shall be deemed never to have been in issue

and such part of the subscription moneys as shall have been paid to the Trustee in respect thereof shall be repaid to the Manager who after deduction of the Trustee's and the Manager's expenses in respect of the issue in default shall account to the defaulting Holder for any of such subscription moneys as were provided by him.

**32. Cancellation by Manager**

32.1 The Manager shall have the right by notice in writing delivered to the Trustee to effect reductions of the Fund by the surrender of Certificates to the Trustee for the cancellation of some or all of the Units represented thereby or by requiring the Trustee to cancel Units in respect of which no Certificate is outstanding. Such notice shall state the number of Units to be cancelled and the amount payable to the Manager in respect thereof. Before exercising such right it shall be the duty of the Manager to ensure that the Deposited Property includes (or will upon the completion of the sale of Investments agreed to be sold include) cash sufficient to pay the amount payable to the Manager upon such reduction. In respect of any such cancellation of Units the Manager shall be entitled to receive out of the Deposited Property such a sum as the Manager may consider represents the appropriate allowance for Charges in respect of the Units cancelled.

32.2 Any amount payable to the Manager under the foregoing provisions of this Clause may be paid before but shall be payable on or as soon as practicable after the termination of the usual period for the realization of investments on the Securities Exchange on which the Units are listed against surrender to the Trustee of the Certificate (if any) to be cancelled or against delivery to the Trustee of particulars of Units to be cancelled in respect of which no Certificate is outstanding. Upon such payment and surrender the Units in question shall be deemed to have been cancelled and withdrawn from issue. Any moratorium which may at any time be applied to payments in respect of Securities Exchange transactions shall apply equally to the payment of any such amount.

32.3 The Trustee shall be under no obligation to check the calculation of the amount payable to the Manager but shall be entitled if it so desires to require the Manager to justify the same.

**33. Covenants by the Manager**

The Manager hereby covenants with the Trustee as follows:

33.1 It shall not make a profit for itself from transaction in any assets held under the Fund.

33.2 It shall not borrow money on behalf of the Fund for the purpose of acquiring securities or other property for the Fund.

- 33.3 It shall not lend money that is subject to the trusts of the Fund to a person to enable him to purchase Units of the Fund.
- 33.4 It shall not mortgage charge or impose any other encumbrance on any securities or other property subject to the trust of the Fund.
- 33.5 It shall not engage in any transactions with respect to or for the Fund that are not in the best interests of Holders and of the Fund.
- 33.6 It shall not deviate from or alter the Investment Policy of the Fund without due recourse to the provisions of the law on same.
- 33.7 It shall exercise due prudence in all its dealings with the monies of the Fund.
- 33.8 It shall give written notice to the Commission of any proposal to alter the Deed or replace the Trustee as required by section 139 of the Investments and Securities Act 1999.

34. **Removal or Retirement of Manager**

- 34.1 In the event of the Manager desiring to retire the Trustee shall use its best endeavours to find a new Manager. If within six (6) months of notice by the Manager seeking to retire no suitable replacement Manager is identified the Trustee may terminate the Trust by six months notice to this effect issued to the Holders Manager and Commission.
- 34.2 The Manager shall be subject to removal by notice in writing given by the Trustee in any of the following circumstances **PROVIDED THAT** in every case the proposed removal has been approved by the Commission or one month has passed since notice was served on the Commission without the Commission having notified the Trustee that the proposed removal is not approved before service on the Manager:
  - 34.2.1 the Holders representing more than 75% of the Units for the time being outstanding deliver to the Trustee a request in writing that the Manager should retire or;
  - 34.2.2 the Manager goes into liquidation (except for a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or if a receiver is appointed over any of its assets; or
  - 34.2.3 the Trustee certifies that it is in the best interests of the Holders that the Manager should be removed.

34.3 In any of the cases the Manager shall upon notice by the Trustee *ipso facto* cease to be the Manager and the Trustee shall by writing under its seal subject to approval by the Commission appoint some other qualified corporation to be the Manager. Such corporation shall enter such Deed or Deeds as the Trustee may be advised are necessary or desirable to be entered by such corporation in order to secure the due performance of its duties as Manager which deed or deeds shall if so required by the retiring Manager provide that the Fund shall as soon as practicable cease to use the word “DISCOVERY” in its name and that neither the Trustee nor the new Manager shall hold themselves out as being connected with the retiring Manager in any way and furthermore shall provide that the Manager to be appointed hereunder shall purchase from the retiring Manager all Units of which it is Holder or deemed to be Holder at the Realization Price.

**35. Powers of Trustee: Borrowing**

Subject to any applicable laws and regulations the Trustee may at any time at the request of the Manager concur with the Manager in making and varying arrangements for the borrowing by the Trustee for the account of the Fund. For the purposes of or in connection with any such borrowing the following provisions shall apply:-

35.1 The borrowing may be effected from any person approved by the Trustee (including a Banker the Manager or any Associate of either);

35.2 The terms of any borrowing shall include a provision such that where at any time the value of the Deposited Property is over [15] *per cent* (or such percentage as may be agreed between the Manager and the Trustee) less than the value of the Deposited Property at the date upon which the borrowing was effected or (if later) the date on which the last repayment notice was given in respect of such borrowing under this provision then the Trustee shall be entitled in its absolute discretion but not be bound after giving not more than [thirty] days' previous notice in writing to repay a proportion of the borrowing which is not greater than the proportion by which the value of the Fund Assets has at the date of the notice been reduced as compared with its value on the date aforesaid (or if it be less and if the borrowing arrangements so stipulate the amount by which the total borrowing outstanding at the date of the notice exceed a stipulated percentage being not greater than ten [10] *per cent* of the value of the Deposited Property on such date). Any such repayment may be made at such times and in such manner as the Trustee and the Manager may agree and in default of such agreement as the Trustee after consultation with the Manager may decide. The value of the Deposited Property for the purposes of this sub-Clause shall be based not on offered prices midway between market dealing bid prices and market dealing offered prices but subject thereto shall be calculated in accordance with the definition of “value” in Clause 1 hereof.

35.3 Any borrowing made by the Trustee shall be made subject to a specific provision that it shall become repayable in the event of the termination of the Fund.

35.3:1 Any interest on any borrowing effected under this sub-Clause and expenses incurred in negotiating entering into varying and carrying into effect with or without variation and terminating the borrowing arrangements shall be payable out of the Deposited Property.

35.3:2 For the purposes of securing any borrowing and interest and expenses thereof the Trustee shall be entitled with the concurrence of the Manager to charge or pledge in any manner all or any part of the Deposited Property and where any part of the Deposited Property or any documents of title thereto is for the time being under the custody and control of some person other than the Trustee in consequence of any such charge or pledge the provisions of this Deed as to custody and control of the Deposited Property or documents of title thereto (including registration of Investments) shall be deemed not to be applicable. Any such charge or pledge shall be made upon the terms that no step shall be taken to enforce the security thereby constituted until thirty days (or such shorter period as the Trustee may agree) after notice in writing shall have been given to the Trustee demanding repayment of the moneys thereby secured. If such a notice shall be given the Trustee shall promptly advise the Manager who shall promptly effect such sales of Investments as may be necessary to enable such repayment to be effected in due time.

35.3:3 Neither the Manager nor the Trustee shall incur any liability in respect of any loss which a Holder may suffer by reason of any depletion in the value of the Deposited Property which may result from any borrowing arrangements made hereunder because of fluctuations in rates of exchange and (save as herein otherwise expressly provided) the Trustee shall be entitled to be indemnified out of and have recourse to the Deposited Property in respect of any liabilities costs claims or demands which it may suffer arising directly or indirectly from the operation of this sub-Clause and the arrangements.

35.3:4 The Trustee shall not at any time make any borrowings where immediately after making the borrowing the Fund's total outstanding borrowings shall exceed 20% of its Net Asset Value.

## 36. **Removal Retirement and Appointment of Trustee**

36.1 In the event of the Trustee desiring to retire the Manager shall use its best endeavours to find a new Trustee within six (6) months of notice by the

Trustee to retire. The new Trustee shall be an incorporated company registered with the Commission and approved by a majority of the Holders. If no new Trustee can be identified within that period the Manager may terminate the Trust.

36.2 The Trustee shall be subject to removal by notice in writing from the Manager in any of the following circumstances **PROVIDED THAT** in either case the proposed removal has been approved by the Commission or one month has passed since notice was served on the Commission without the Commission having notified the Manager that the proposed removal is not approved before service on the Trustee:

36.2.1 if Holders holding not less than 75% of the Units outstanding deliver to the Manager a request in writing that the Trustee should retire;

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

36.2.3 if in the opinion of the Manager which opinion is confirmed by Holders holding a simple majority of the Units outstanding the Trustee shall be incapable of performing or shall in fact fail to perform its duties satisfactorily or shall do any other thing which in the opinion of the Manager and of Holders holding a simple majority of Units outstanding is calculated to bring the Fund into disrepute or be harmful to the best interests of the Holders or is a breach of the Trustees fiduciary duties to the Fund.

36.3 Upon removal of the Trustee the Manager shall by writing under its seal subject to the approval of the Commission appoint some other qualified corporation to be the Trustee and such corporation shall enter such Deed or Deeds as the 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. **Preparation of Certificates Cheques Warrants etc.**

37.1 It shall be the duty of the Registrar to prepare all certificates and to prepare and pay all cheques and warrants.

37.2 The Manager shall prepare all notices accounts summaries declarations offers or statements which the provisions herein contained in this Trust Deed require to be prepared issued served or sent.

38. **Auditing of Accounts**

- 38.1 At least once in every financial year the Manager shall cause to be audited and certified by the Auditors the accounts relating to the management of the Fund.
- 38.2 The results of the audit together with any other accounts relating to the Trust including accounts of the Manager in relation to the Trust and statements of remuneration in connection therewith shall be circulated to Holders annually.
- 38.3 A copy of the auditor's report shall be sent by the Manager to the Commission and also published in a national newspaper within three (3) months after the period to which the accounts relate or as the Commission may from time to time specify.

39. **Auditors**

- 39.1 The Auditors shall be appointed by the Manager with the approval of the Trustee. No Auditor shall be a person who is not qualified for appointment as an Auditor of a Company under s. 358 of the Companies and Allied Matters Act 1990.
- 39.2 Any Auditor appointed may be removed by the Manager with the approval of the Trustee by notice thereof to the Auditor.
- 39.3 Any Auditor appointed may be removed by the Trustee in agreement with the Manager by notice thereof to the Auditor.
- 39.4 The remuneration of the Auditor or Auditors shall be fixed by the Manager.
- 39.5 An Auditor of the Fund may resign his 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 his office on the date on which notice is received or on such later date as may be specified therein.
- 39.6 An Auditor's notice of resignation shall not be effective unless it contains either:
  - 39.6.1 a statement to the effect that there are no circumstances connected with his resignation which he considers should be brought to the notice of the Holders; or
  - 39.6.2 a statement setting out circumstances connected with his resignation which he considers should be brought to the notice of the Holders.

39.7 Where a notice under this section is served at the Trustee's registered office the Trustee shall within fourteen (14) days send a copy of the notice to the Manager.

**40. Duration and Termination of the Trust**

40.1 The trust shall last for 21 years subject only to the provisions for termination as are herein contained.

40.2 It is within the absolute discretion of the Trustee or Manager to terminate the Trust by issuing no less than 6 (six) months notice thereof in writing to the other as well as to the Holders and the Commission.

40.3 The Trust may be terminated upon no less than 6 months notice by the Trustee in writing to the Manager Holders and Commission in any of the following events:

40.3.1 if the Manager shall go into liquidation (except for a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or if a receiver is appointed over any of its assets or if it shall cease business; or

40.3.2 if in the opinion of the Trustee the Manager shall be incapable of performing or shall in fact fail to perform its duties satisfactorily or shall do any other thing which in the opinion of the Trustee is calculated to bring the Trust into disrepute or to be harmful to the best interests of the Holders; or

40.3.3 if the Trust shall cease to be primarily an equity Fund or in the event of its becoming illegal or in the opinion of the Trustee impracticable or inadvisable to continue the Trust.

40.4 The Trust may at any time be terminated by a Special Resolution of a Meeting of the Holders duly convened and held in accordance with the provisions herein contained regarding meetings and such termination shall take effect no less than six (6) months from the date on which the said Special Resolution is passed or on such later date (if any) as the said Special Resolution may provide.

40.5 The Trust may be terminated by the Commission where any of the activities of the Trust is outside the ambit of permissible activities as provided for by the Investments and Securities Act of 1999 any relevant regulations enacted thereunder and/or any other applicable laws or where the Commission's approval is withdrawn.

41. **Procedure After Termination of the Trust**

Upon the Trust being terminated the Trustee shall proceed as follows:

- 41.1 procure the sale of all investments remaining in its hands as part of the Deposited Property and pay therefrom all liabilities properly payable. Such sale shall be carried out in such manner and within such period after the termination of the Trust as the Trustee thinks advisable.
- 41.2 distribute or effect the distribution to the Holders in proportion to their Units all net cash proceeds derived from the realization of the Deposited Property and available for the purpose of such distribution. Every such distribution shall be made on condition of lodging such form of request for payment and receipt that the Trustee may in its absolute discretion require **PROVIDED THAT** the Trustee shall be entitled to retain out of any monies in its hands as part of the Deposited Property a provision for all costs charges expenses claims and demands incurred made or apprehended by the Trustee in connection with or arising out of the termination of this Trust and out of the monies so retained to be indemnified and saved harmless against any such costs charges expenses claims and demands.

42. **Meetings**

- 42.1 The Manager shall call an Annual General Meeting of Unit holders with the consent of the Trustee not later than four months after the close of each financial year to consider the accounts and other matters affecting the Fund.
- 42.2 The provisions of the First Schedule to this Deed shall have effect as if the same were included herein and shall apply to Meetings of the Fund in so far as that Schedule does not conflict with any applicable law.

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 containing any invitation to buy Units shall be issued by or on behalf of the Manager unless such documents also contains a statement with respect to the yield from the Unit.
- 43.2 No advertisement circular or other document of that nature 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 or containing any invitation to buy Units shall be issued by or on behalf of the Manager until the Trustee has had a reasonable opportunity to consider the terms of the document. No such document shall be issued if within ten (10) days after

the document first comes under the Trustee's consideration the Trustee notifies its disapproval of the terms thereof in writing to the Manager. All such documents shall also be subject to the approval of the Commission.

- 43.3 In all letters circulars 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 the Commission.

**44. Notices**

- 44.1 All notices or other documents directed to be given or sent by the Trustee or the Manager to a Holder shall (unless the Trustee or the Manager be otherwise directed in writing) be sent by post fax telex or courier to him at his address as appearing in the Register. Any notice shall be deemed to have been received by the Holder on the same day as shown on the notice if sent by telex or fax or on the 3<sup>rd</sup> day following the day on which the notice was sent by post or courier.

- 44.2 A notice required to be given to the Trustee or the Manager shall be sent to the registered office of the Trustee or the Manager as the case may be.

**45. Payment**

- 45.1 Any monies payable by the Trustee or by the Manager to a Holder or former Holder under the provisions of these presents may be paid by crossed-cheque or warrant made payable to the registered address of such Holder. Every cheque or warrant shall be sent at the risk of the Holder or former Holder and payment of any such cheque or warrant shall be satisfaction of the monies payable thereby and shall be a good discharge of the Trustee and Manager. Where an authority in writing in that behalf shall have been received by the Trustee or Manager from the Holder or former Holder in such form and signed or sealed in such manner as the Trustee or Manager shall direct the Trustee Manager or Registrar shall pay the moneys payable to the Holder 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 Holder.

- 45.2 Without prejudice to the application of sub-clause 45.1 above a receipt signed or purported to be signed by the Holder or former Holder for any moneys payable in respect of Units held or formerly held by him shall be a good discharge to the Trustee and Manager.

**46. Copies of Trust Deed to be Made Available**

- 46.1 A copy of this Deed and of any Deed supplemental hereto shall at all times during usual business hours be made available by the Manager and the

Trustee at their respective head offices for inspection by Holders and any Holder shall be entitled to receive from the Manager a copy of such Deed(s) as aforesaid on production of his certificate(s) and making payment to the Manager of the prescribed amount for each copy of the document.

46.2 The Trustee shall keep the original copy of the Trust Deed.

#### 47. **Reconstruction and Amalgamation**

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

47.1.1 the Manager has agreed with the manager of some other trust the terms and conditions of a scheme of reconstruction and amalgamation;

47.1.2 the Trustee has not dissented from the proposed reconstruction or amalgamation; and

47.1.3 the Holders 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 Holders approving such proposed reconstruction or amalgamation.

47.2 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 Trust may provide whereupon the terms of the Trust shall be binding upon all the Holders who shall be bound to give effect thereto accordingly and the Manager and the Trustee shall do all such acts and things as may be necessary or requisite for the implementation thereof.

#### 48. **Power of Modification by Supplemental Deed**

48.1 The Trustee and Manager shall be entitled by deed supplemental hereto to consolidate modify alter or add to the provisions of this Deed in such manner and to such extent as they may consider necessary or expedient having regard to any issues that they may consider relevant **PROVIDED THAT** the Trustee shall certify in writing that in its opinion such consolidation modification alteration or addition does not prejudice the interests of the Holders and that it is its opinion that such consolidation modification alteration or addition does not operate to release the Trustee or Manager from any responsibility to the Holders.

48.2 No such consolidation modification alteration or addition shall be made without the sanction of a Special Resolution passed at a Meeting of Holders duly convened and held. No such consolidation modification alteration or addition shall impose any further payment on the Holder in respect of his Units or any liability in respect thereof.

**PROVIDED ALWAYS** that notwithstanding sub-Clauses 48.1 and 48.2 above the Manager and the Trustee shall seek the approval of the Commission for any proposed modification to the Trust Deed by service of notice on the Commission. Such proposed change shall not be given effect until the proposed change has been approved by the Commission or one month has passed since notice was served on the Commission without the Commission having notified the Manager or Trustee that the proposed change is not approved.

49. **Governing Law**

This Deed is governed by the Laws of the Federal Republic of Nigeria.

50. **Arbitration Agreement**

Except as hereinbefore expressly provided any claims differences or disputes under arising out of or with regard to the agreement contained in this Deed shall be referred to and determined by arbitration such arbitration to be held in Lagos under the Arbitration rules of the United Nations Commission on International Trade Law otherwise known as the UNCITRAL rules pursuant to section 53 of the Arbitration and Conciliation Act of 1988.

## **FIRST SCHEDULE**

### **RULES FOR MEETINGS OF HOLDERS**

1. The Fund shall in each year after the year of its inception hold a general meeting as its Annual General Meeting which meeting shall be in addition to any other meeting in that year. The Manager shall in the notice convening such meeting specify that the meeting is an Annual General Meeting and that the ordinary business of the meeting shall include the presentation of the Audited Financial Accounts the Reports of the Manager the appointment of the Auditors and where applicable the declaration of a distribution. Any other business transacted at the Annual General Meeting shall be deemed special business.
2. The Trustee or the Manager with the consent of the Trustee may or the Manager shall at the request in writing of Holders holding not less than twenty five per cent (25%) in value of the Units for the time being outstanding (other than Units of which the Manager is beneficial owner) convene a meeting of Holders.
3. **Notice of Meetings**
  - 3.1 The notice required for all Meetings of the Fund shall from the commencement of this Trust Deed be twenty-one (21) days from the date on which the notice was sent out exclusive of the date of service and the date of the Meeting.
  - 3.2 A meeting of the Fund shall notwithstanding that it is called by a shorter notice than that specified in sub-section (a) of this section be deemed to have been duly called if it is so agreed by Holders representing not less than ninety-five percent (95%) in nominal value of the Units.
  - 3.3 An Extraordinary Meeting of the Holders may be convened:
    - 3.3.1 by the Manager with the consent of the Trustee;
    - 3.3.2 at the request of the Trustee; or
    - 3.3.3 by a requisition of Holders holding twenty five percent (25%) of the Units; or
    - 3.3.4 by a Court on application by a Holder where the Court is satisfied that it is just and equitable to do so.
4. **Contents of Notice**
  - (a) The notice of a Meeting shall specify the place date and time of the Meeting and the general nature of the business to be transacted thereat in sufficient

detail to enable those to whom it is given to decide whether to attend or not and where the Meeting is to consider a Special Resolution the notice shall set out the terms of the proposed Special Resolution.

- (b) No business may be transacted at any Meeting unless notice of it has been duly given.
- (c) In every case in which a Holder is entitled to appoint a proxy to attend and vote instead of him the notice shall contain with reasonable prominence a statement that the Holder has the right to appoint a proxy to attend instead of him and that the proxy need not be a Holder of the Fund.
- (d) An error or omission in a notice with respect to the place date time or general nature of the business of a Meeting shall not invalidate the Meeting unless persons responsible for the error or omission acted in bad faith or failed to exercise due care and diligence provided that in such a case the person or persons responsible shall effect the necessary correction either before or during the Meeting.

**5. Persons Entitled to Notice**

Only the following persons shall be entitled to receive notice of a Meeting:

- (i) Every Holder;
- (ii) Every person upon whom the ownership of a Unit devolves by reason of his being a legal representative receiver a trustee in bankruptcy or a trustee in lunacy of a Holder;
- (iii) The Trustee or the Manager if the meeting is called by the Trustee; and
- (iv) The Commission.

PROVIDED THAT none of the persons mentioned in clauses (iii) and (iv) above shall be entitled to vote at any Meeting at which they are in attendance except in their capacity as Holder.

**6. Service of Notice**

- (a) Notice may be served by the Manager on any Holder either personally or by fax telex or courier to the Holder at his registered address or (if he has no registered address within Nigeria) to the address if any supplied by the Holder to the Fund for the receipt of mail and notices.

- (b) Where a notice is sent by fax or telex it shall be deemed effective on the date shown in the letter and where it is sent by courier it shall be deemed effective within three (3) days of the date shown on the letter.
- (c) Notice may be served by the Fund on the persons entitled to a Unit in consequence of the death or bankruptcy or lunacy of a Holder by sending it to the person who has become so entitled in his name or by the title of representative of the deceased's estate or trustee in bankruptcy or lunatic or to any address within Nigeria supplied for the purpose by the person claiming to be so entitled or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

**7. Failure To Give Notice**

- (a) Failure to give notice of any Meeting to a person entitled to it shall not invalidate the Meeting where such failure is an accidental omission on the part of the person or persons giving the notice.
- (b) Failure to give notice to a person entitled due to a misrepresentation or misinterpretation of the provisions of the Trust Deed shall not amount to an accidental omission for the purposes of the foregoing sub-section.

**8. Power of Court to Order Meetings**

- (a) If for any reason it is impracticable to call a Meeting of the Fund in any manner in which Meetings of the Fund may be called or to conduct the Meetings of the Fund in the manner prescribed by the Trust Deed the Court may either of its own motion or on the application of any Holder who would be entitled to vote at the Meeting of the Fund to be called order that the Meeting be held in such manner as the Court thinks fit and where any such order is made may give such ancillary or consequential directions as it thinks expedient.
- (b) It is hereby declared that the direction that may be given under sub-section (a) of this section shall include a direction that one Holder present in person or by proxy in the Meeting may apply to the Court for an order to take a decision which shall bind all the Holders.
- (c) Any Meeting called held and conducted in accordance with an order issued under sub-section (a) of this section shall for all purposes be deemed to be a Meeting of the Fund duly called held and conducted.

9. **Procedure of Voting**

- (a) At any Meeting a resolution put to the vote 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 any of the following:
  - (i) The Chairman; or
  - (ii) A group of at least three (3) Holders present in person or by proxy; or
  - (iii) Any Holder or Holders present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Holders having the right to vote at the Meeting.
- (b) Unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands carried or carried unanimously or by a particular majority or defeated and an entry to that effect in the book containing the minutes of the proceedings of the Meeting shall be conclusive evidence of the fact.

10. **Voting on a Poll**

- (a) Each Unit entitles the Holder to one vote on a poll taken at a Meeting in respect of each of those Units held by him. A Holder entitled to more than one vote need not if he votes use all his votes or cast all the votes he uses in the same way.
- (b) Except as provided in sub-section (d) of this section a poll if demanded and taken shall be deemed to be the resolution of the Meeting at which the poll was demanded.
- (c) In the case of 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 is demanded shall be entitled to a second or casting vote.
- (d) A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith and on any other question shall be taken at such time as the Chairman of the Meeting directs and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

11. **Rights of Attendance at Meetings**

- (a) Every Holder or his legal representative has the right to attend any Meeting of the Fund and to speak and vote on any resolution.

- (b) Every person who is entitled to receive notice of a Meeting of the Fund shall be entitled to attend such a Meeting.

**12. Proxies**

- (a) Any Holder entitled to attend and vote at a Meeting of the Fund shall be entitled to appoint another person as his proxy (whether a Holder or not) to attend and vote instead of him and a proxy so appointed to attend and vote instead of a Holder shall also have the same right as the Holder to speak at the Meeting.
- (b) In every notice calling a Meeting of the Fund there shall appear with reasonable prominence a statement that a Holder entitled to appoint a proxy to attend and vote instead of him that proxy need not be a Holder.
- (c) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Unit in respect of which the proxy is given PROVIDED THAT no intimation in writing of such death insanity revocation or transfer as aforesaid has been received by the Manager before the commencement of the Meeting or adjourned Meeting at which the proxy is used.
- (d) The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorized in writing or if the appointer is a corporation either under seal or under the hand of an officer or attorney duly authorized.
- (e) The instrument appointing a proxy and the power of attorney or other authority if any under which it is signed or a certified copy of the power or authority shall be deposited at the registered office or head office of the Manager or at such other place within Nigeria as is specified for that purpose in the notice convening the Meeting, not less than forty-eight (48) hours before the time which the person named in the instrument proposes to vote or in the case of a poll not less than twenty-four (24) hours before the time appointed for the taking of the poll and in default, the instrument of proxy shall not be treated as valid.
- (f) An instrument of proxy shall be in such form as may be approved by the Trustee.

**13. Corporate Representation**

Any corporation which is a Holder may be by writing under the hand of a duly authorized officer authorize such person as it thinks fit to act as its representative at

any Meeting of the Holders and the person so authorized shall be entitled to exercise the same power on behalf of the corporation which he represents as that corporation could exercise if it were an individual Holder.

14. **Quorum**

- (a) It shall be deemed that no business shall have been transacted at any Meeting unless a quorum of Holders was present at the commencement and throughout the Meeting.
- (b) The quorum for a Meeting of the Fund shall be formed by Holders of one-fifth of Units in issue whether present in person or by proxy. PROVIDED THAT where the number of Units is not a multiple of five then the number nearest to one-fifth shall form a quorum.
- (c) For the purpose of determining a quorum all Holders or their proxies shall be counted.

15. **Adjournment and Other Matters Relating to Meetings and Proceedings**

- (a) 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 other than the business left unfinished at the Meeting from which the adjournment took place.
- (b) When a Meeting is adjourned for thirty (30) days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting; but otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting.
- (c) If within one (1) hour from the time appointed for the Meeting a quorum is not present the Meeting if convened upon the requisition of Holders shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Chairman and in his absence the Trustee may direct.
- (e) If a Meeting stands adjourned under sub-section (c) above any two or more Holders present at the place and time to which it so stands adjourned shall form a quorum and their decision shall bind all Holders and where only one Holder is present he may seek the direction of the Court to take a decision.

16. **Powers and Duties of the Chairman of The General Meeting**

- (a) The Trustee or any person so authorized by it shall preside as Chairman at every Meeting or if there is no such Chairman or if he is not present within one (1) hour after the time appointed for the holding of the Meeting or is unwilling to act the Holders shall appoint one of themselves as Chairman.
- (b) The duties and powers of the Chairman shall include to:
  - (i) preserve order and the power to take such measures as are reasonably necessary to do so;
  - (ii) see that the proceedings are conducted in a regular manner;
  - (iii) ensure that the true intention of the Meeting is carried out in resolving any issue that arises before it;
  - (iv) ensure that all questions that arise are promptly decided; and
  - (v) act in the *bona fide* interest of the Fund.

17. **Resolutions Binding**

A resolution passed at a Meeting of the Holders duly convened and held in accordance with these presents shall be binding upon all the Holders whether present or not present at such Meetings and each Holder shall be bound to give effect thereto accordingly and the passing of any such resolution shall be conclusive evidence that the circumstance justify the passing thereof the intention being that it shall rest with the Meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.

18. **Minutes of Proceedings and Effect**

- (a) The Manager shall cause minutes of all proceedings of Meetings by the Trustees to be entered in the books kept for that purpose.
- (b) Any such minutes purported to be signed by the Chairman of the Meeting at which the proceedings were held or by the Chairman of the next succeeding Meeting shall be prima facie evidence of the proceedings.
- (c) Where minutes have been made of the proceedings at any Meeting of the Fund in accordance with the provisions of this section then until the contrary is proved the Meeting shall be deemed to have been duly held and convened and all proceedings had at the Meeting to have been duly had.

19. **Inspection of Minutes Books and Copies**

- (a) The books containing the minutes of proceedings of any Meeting of the Fund held shall be kept at the registered office of the Manager and shall during business hours be open to inspection by Holders without charge.
- (b) A Holder shall be entitled to be furnished within seven (7) days after receipt of his request in that behalf to the Manager with a copy of any such minutes duly certified at a charge to be fixed by the Trustee.

**SECOND SCHEDULE**  
**FORM OF CERTIFICATE**

No. of Certificate

No. of Units

**DISCOVERY FUND**  
(Registered and Authorised by the Securities and Exchange Commission)

THIS IS TO CERTIFY THAT ..... is/are the Registered Holder(s) of the above number of Units in the DISCOVERY FUND subject to and with the benefit of the terms and conditions of the Trust Deed dated the ..... Day of ..... 2002 and any Deed Supplemental thereto, and made between ASSET & RESOURCE MANAGEMENT COMPANY LIMITED of the one part AND FIRST TRUSTEES NIGERIA LIMITED of the other part.

**THE THIRD SCHEDULE**

Form of Redemption Notice

[ ..... ]  
(Registered and Authorized by the Securities and Exchange Commission)

**Trustee: FIRST TRUSTEES NIGERIA LIMITED**

**Manager: ASSET & RESOURCE MANAGEMENT COMPANY LIMITED**

I/We hereby give Notice to redeem \_\_\_\_\_ Units in the above-captioned Fund represented by Certificates Nos. \_\_\_\_\_ dated \_\_\_\_\_. The said Units are currently registered in the name of \_\_\_\_\_. Furthermore, I/we consent to the transfer of the Units to the Trustees effective on the date stated hereinbelow and request that the proceeds of the redemption of the Units be paid to the above-named Holder as follows:

- |                         |                     |
|-------------------------|---------------------|
| (1) Direct Credit:      | (2) Cheque Payment: |
| Name of Bank:           | Address of Holder:  |
| Branch/Address of Bank: |                     |
| Account Number:         |                     |

Dated the \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_

Signature:  
Capacity:  
Name:  
Address:

**THE FOURTH SCHEDULE**

Transfer Form

[ \_\_\_\_\_ ]  
(Registered and Authorized by the Securities and Exchange Commission)

**Trustee: FIRST TRUSTEES NIGERIA LIMITED**

**Manager: ASSET & RESOURCE MANAGEMENT COMPANY LIMITED**

I/We hereby transfer the Units described herein out of the name(s) of the Registered Holders named herein into the names of the Transferee(s) named herein. I/We request that such entries be made in the Register of the Fund as may be necessary to give effect to this transfer.

The Units

Number of Units in Words	Number of Units in Figures	Serial No(s) of Certificates representing Units

The Registered Holders

Names	Addresses

The Transferor (if Different from the Registered Holders)

Name(s) and Capacity	Addresses

The Transferees

Names	Addresses

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signatures of Transferors

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

Signatures of Transferees

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

## THE FIFTH SCHEDULE

### The Register

1. The Manager or such other person as may from time to time be appointed to keep the Register on behalf of the Trustee (hereinafter referred to as “the Registrar”) shall act as registrar to the Fund and as such shall keep the Register in all respects in accordance with the requirements of the said Trust Deed.
2. The Registrar shall maintain and conduct the Register in such form and in such manner as the Trustee may from time to time direct and shall permit no alteration in the form of the Register or its conduct without the consent in writing of the Trustee which the Trustee shall be entitled to give or to withhold as its entire discretion.
3. The Registrar shall promptly comply with all requirements which may be notified to it from time to time by the Trustee as to the form and conduct of the Register.
4. The Registrar shall at all times at the request of the Trustee supply to the Trustee all such information and explanations in relation to the Register and the conduct thereof as the Trustee may require.
5. The Registrar shall permit the Trustee or any person representing it to have access at all times to the Register and to all subsidiary records and all documents orders transfers cancelled Certificates or other papers relating to the conduct of the Register.
6. The Trustee its authorized officials or any person representing it shall be entitled to attend at the Registrar’s premises at any time with or without previous notice to inspect any documents the Trustee may wish to have inspected and to carry out such checks as may seem to the Trustee to be desirable.
7. At the option of the Trustee the Registrar shall either take out and maintain in full force and effect at his own expense an insurance policy in favour of the Trustee such policy to be with an insurance company and in a form approved by the Trustee and to provide the same with cover against all loss or damage suffered by the Trustee arising from any misconduct mistake oversight error or judgment forgetfulness or want of prudence fraud or negligence of the Registrar and of his employees; or alternatively to keep the Trustee fully indemnified in such form and subject to such guarantees as the Trustee may require in respect of the matters set out in this paragraph.

IN WITNESS WHEREOF these presents have been executed the day and year first above written in the manner hereinafter appearing.

THE COMMON SEAL of the within-named ASSET & RESOURCE MANAGEMENT COMPANY LIMITED was hereunto affixed in the presence of:

---

DIRECTOR

---

SECRETARY

THE COMMON SEAL of the within-named FIRST TRUSTEES NIGERIA LIMITED was hereunto affixed in the presence of:

---

DIRECTOR

---

SECRETARY