

**5th Supplement
to the Offering Document
of
UBL Fixed Return Fund III**

Effective Date: 21-06-2023

Fifth Supplementary Offering Document of UBL Fixed Return Fund III

Managed by UBL Fund Managers Limited (UBL Funds) an Asset Management Company registered with the Securities & Exchange Commission of Pakistan (SECP) and regulated under the Non-Banking Finance Companies (NBFC) Rules 2003 and NBFC & NE Regulations 2008.

The UBL Fixed Return Fund-III (the Fund/the Scheme/the Trust/the Unit Trust/UFRF) has been established through a Trust Deed (the Deed) dated 27-10-2022 under the Sindh Trust Act, 2020 entered into and between UBL Fund Managers Limited, the Management Company, Central Depository Company Limited, the Trustee and is authorized under the Non-Banking Finance Companies and Notified Entities Regulations, 2008 ("Regulations").

Objective of the Supplementary Offering Document

UBL Funds is adding applicability of contingent load during subscription period of UBL Fixed Return Plan – III (g), UBL Fixed Return Plan – III (h), UBL Fixed Return Plan – III (i) and UBL Fixed Return Plan – III (j) under UBL Fixed Return Fund - III via this supplementary Offering Document of UBL Fixed Return Fund - III (UFRF-III).

Words and expressions used but not defined in this Supplemental shall have the same meanings as are assigned to them in the Offering Document of UBL Fixed Return Fund - III (UFRF- III).

- 1. The following new sub clause (g), (h), (i) and (j) has been amended under sub clause 1.11 "Pre – IPO, IPO and Subscription Period.**

g) For UBL Fixed Return Plan – III (g)

Initial Offer is made during the Pre-IPO & IPO period which will be two Business Days i.e one (01) day Pre-IPO and one (01) day IPO for the UBL Fixed Return Plan-III (g) beginning at the start of the banking hours on XX-XX-2023 and shall end at the close of the Banking Hours on XX-XX-2023.

During the Pre-IPO and IPO period, the Units shall be offered at Initial Price. No Units shall be redeemable during Initial Offer period.

Subscription Period will commence from close of the IPO Period and would be offered from XX-XX-2023 to XX-XX-2023. The Units shall then be offered at Prevailing NAV of the respective allocation Plan during this period and redemption will be allowed during Subscription Period (subject to applicable contingent load).

The Allocation plan shall be closed for new subscription after the close of the subscription period however, Management Company may reopen and extend the subscription of units from time to time subject to SECP approval and intimation to the Trustee.

h) For UBL Fixed Return Plan – III (h)

Initial Offer is made during the Pre-IPO & IPO period which will be two Business Days i.e one (01) day Pre-IPO and one (01) day IPO for the UBL Fixed Return Plan-III (h) beginning at the start of the banking hours on XX-XX-2023 and shall end at the close of the Banking Hours on XX-XX-2023.

During the Pre-IPO and IPO period, the Units shall be offered at Initial Price. No Units shall be redeemable during Initial Offer period.

Subscription Period will commence from close of the IPO Period and would be offered from XX-XX-2023 to

XX-XX-2023. The Units shall then be offered at Prevailing NAV of the respective allocation Plan during this period and redemption will be allowed during Subscription Period (subject to applicable contingent load)

The Allocation plan shall be closed for new subscription after the close of the subscription period however, Management Company may reopen and extend the subscription of units from time to time subject to SECP approval and intimation to the Trustee.

i) For UBL Fixed Return Plan – III (i)

Initial Offer is made during the Pre-IPO & IPO period which will be two Business Days i.e one (01) day Pre-IPO and one (01) day IPO for the UBL Fixed Return Plan-III (i) beginning at the start of the banking hours on XX-XX-2023 and shall end at the close of the Banking Hours on XX-XX-2023.

During the Pre-IPO and IPO period, the Units shall be offered at Initial Price. No Units shall be redeemable during Initial Offer period.

Subscription Period will commence from close of the IPO Period and would be offered from XX-XX-2023 to XX-XX-2023. The Units shall then be offered at Prevailing NAV of the respective allocation Plan during this period and redemption will be allowed during Subscription Period (subject to applicable contingent load)

The Allocation plan shall be closed for new subscription after the close of the subscription period however, Management Company may reopen and extend the subscription of units from time to time subject to SECP approval and intimation to the Trustee.

j) For UBL Fixed Return Plan – III (j)

Initial Offer is made during the Pre-IPO & IPO period which will be two Business Days i.e one (01) day Pre-IPO and one (01) day IPO for the UBL Fixed Return Plan-III (j) beginning at the start of the banking hours on XX-XX-2023 and shall end at the close of the Banking Hours on XX-XX-2023.

During the Pre-IPO and IPO period, the Units shall be offered at Initial Price. No Units shall be redeemable during Initial Offer period.

Subscription Period will commence from close of the IPO Period and would be offered from XX-XX-2023 to XX-XX-2023. The Units shall then be offered at Prevailing NAV of the respective allocation Plan during this period and redemption will be allowed during Subscription Period (subject to applicable contingent load)

The Allocation plan shall be closed for new subscription after the close of the subscription period however, Management Company may reopen and extend the subscription of units from time to time subject to SECP approval and intimation to the Trustee.

2. The following sub clause have been added under sub clause 2.2.1 “Investment Objective of Allocation Plans” of the Offering Document and read as follows:

7. The “**UBL Fixed Return Plan – III (g)**” is an Allocation Plan under “UBL Fixed Return Fund - III” with an objective to earn fixed return for unit holders who held their investment within Plan till maturity.

Please note that UBLFM shall invest, the investment amount received during the subscription period, in such a manner that the original amount of the investment is protected at maturity whilst having the potential to yield positive fixed return.

8. The “**UBL Fixed Return Plan – III (h)**” is an Allocation Plan under “UBL Fixed Return Fund - III” with an objective to earn fixed return for unit holders who held their investment within Plan till maturity.

Please note that UBLFM shall invest, the investment amount received during the subscription period, in such a manner that the original amount of the investment is protected at maturity whilst having the potential to yield positive fixed return.

9. The “**UBL Fixed Return Plan – III (i)**” is an Allocation Plan under “UBL Fixed Return Fund - III” with an objective to earn fixed return for unit holders who held their investment within Plan till maturity.

Please note that UBLFM shall invest, the investment amount received during the subscription period, in such a manner that the original amount of the investment is protected at maturity whilst having the potential to yield positive fixed return.

10. The “**UBL Fixed Return Plan – III (j)**” is an Allocation Plan under “UBL Fixed Return Fund - III” with an objective to earn fixed return for unit holders who held their investment within Plan till maturity.

Please note that UBLFM shall invest, the investment amount received during the subscription period, in such a manner that the original amount of the investment is protected at maturity whilst having the potential to yield positive fixed return.

3. **The following sub clauses “Basic Feature of UBL Fixed Return Plan – III (g),(h), (i) and (j)” has been amended and read as follows:**

2.2.21 Basic features of UBL Fixed Return Plan - III (g)

- a) **Term/ Duration of the Allocation Plan:** The duration of the plan will be up to Forty (40) months including up to One twenty (120) days of subscription period. After the close of the subscription period, the plan will mature after Thirty six (36) months.
- b) **Subscription Period:** The allocation plan will open the subscription for up to one twenty days (120) Days as follows:

Pre-IPO:	TBD
IPO:	TBD
Subscription:	TBD

During the Subscription Period, Units of the Allocation Plan can be purchased at the prevailing NAV and redeemed at redemption price, which shall be calculated on the basis of Net Asset Value (NAV) of said Allocation Plan. Only Class “A” Units shall be issued to investors at the Initial Offer Price during the Pre-IPO & IPO and later at the prevailing NAV during the subscription period.

- c) **Contingent Load on withdrawal:** Contingent load shall commensurate with net loss incurred due to early redemption either during the subscription period or there on till maturity.

2.2.23 Basic features of UBL Fixed Return Plan - III (h)

- a) **Term/ Duration of the Allocation Plan:** The duration of the plan will be up to Sixteen (16) months

days including up to one twenty (120) days of subscription period. After the close of the subscription period, the plan will mature after Twelve (12) months.

- b) Subscription Period:** The allocation plan will open the subscription for up to one twenty days (120) Days as follows:

Pre-IPO: TBD
IPO: TBD
Subscription: TBD

During the Subscription Period, Units of the Allocation Plan can be purchased at the prevailing NAV and redeemed at redemption price, which shall be calculated on the basis of Net Asset Value (NAV) of said Allocation Plan. Only Class "A" Units shall be issued to investors at the Initial Offer Price during the Pre-IPO & IPO and later at the prevailing NAV during the subscription period.

- c) Contingent Load on withdrawal:** Contingent load shall commensurate with net loss incurred due to early redemption either during the subscription period or there on till maturity.

2.2.25 Basic features of UBL Fixed Return Plan - III (i)

- a) Term/ Duration of the Allocation Plan:** The duration of the plan will be up to Ten (10) months including up to one twenty (120) days of subscription period. After the close of the subscription period, the plan will mature after six (06) months.

- b) Subscription Period:** The allocation plan will open the subscription for up to one twenty days (120) Days as follows:

Pre-IPO: TBD
IPO: TBD
Subscription: TBD

During the Subscription Period, Units of the Allocation Plan can be purchased at the prevailing NAV and redeemed at redemption price, which shall be calculated on the basis of Net Asset Value (NAV) of said Allocation Plan. Only Class "A" Units shall be issued to investors at the Initial Offer Price during the Pre-IPO & IPO and later at the prevailing NAV during the subscription period.

- c) Contingent Load on withdrawal:** Contingent load shall commensurate with net loss incurred due to early redemption either during the subscription period or there on till maturity.

2.2.27 Basic features of UBL Fixed Return Plan - III (j)

- a) Term/ Duration of the Allocation Plan:** The duration of the plan will be up to Ten (10) months including up to one twenty (120) days of subscription period. After the close of the subscription period, the plan will mature after six (06) months.

- b) Subscription Period:** The allocation plan will open the subscription for up to one twenty days (120) Days as follows:

Pre-IPO: TBD
IPO: TBD

Subscription: TBD

During the Subscription Period, Units of the Allocation Plan can be purchased at the prevailing NAV and redeemed at redemption price, which shall be calculated on the basis of Net Asset Value (NAV) of said Allocation Plan. Only Class “A” Units shall be issued to investors at the Initial Offer Price during the Pre-IPO & IPO and later at the prevailing NAV during the subscription period.

c) Contingent Load on withdrawal: Contingent load shall commensurate with net loss incurred due to early redemption either during the subscription period or there on till maturity.

4. The following tables of “Annexure ‘B’ of the Offering Document have been amended and read as follows:

For UBL Fixed Return Plan III (g)

UNITS	Front-End Sales Load (%)	ManagementFee (% p.a.)	Contingent Load (%)*
Class “A” Units (Sale/Purchase Units)	NIL	Up to 2%	Contingent load shall commensurate with net loss incurred due to early redemption either during the subscription period or there on till maturity

For UBL Fixed Return Plan III (h)

UNITS	Front-End Sales Load (%)	ManagementFee (% p.a.)	Contingent Load (%)*
Class “A” Units (Sale/Purchase Units)	NIL	Up to 2%	Contingent load shall commensurate with net loss incurred due to early redemption either during the subscription period or there on till maturity

For UBL Fixed Return Plan III (i)

UNITS	Front-End Sales Load (%)	Management Fee (% p.a.)	Contingent Load (%)*
<p>Class "A" Units (Sale/Purchase Units)</p>	<p>NIL</p>	<p>Up to 2%</p>	<p>Contingent load shall commensurate with net loss incurred due to early redemption either during the subscription period or there on till maturity</p>

For UBL Fixed Return Plan III (j)

UNITS	Front-End Sales Load (%)	Management Fee (% p.a.)	Contingent Load (%)*
<p>Class "A" Units (Sale/Purchase Units)</p>	<p>NIL</p>	<p>Up to 2%</p>	<p>Contingent load shall commensurate with net loss incurred due to early redemption either during the subscription period or there on till maturity</p>