Fourth (4th) Supplemental to the

Offering Document of

Alfalah GHP Prosperity Planning Fund

(A Fund of Funds Scheme)

MANAGED BY

Alfalah Asset Management Limited

Dated: May 16, 2024

Fourth (4th) Supplement dated October 16, 2023 to the
Offering Document of Alfalah GHP Prosperity Planning Fund
[Managed by Alfalah Asset Management Limited]

[An Asset Management Company Licensed under the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003]

Alfalah GHP Prosperity Planning Fund (AGPPF) (the Fund/the Scheme/the Trust/the Unit Trust) has been established through a Trust Deed (the Deed), entered into and between Alfalah Asset Management Limited, the Management Company, and Central Depository Company of Pakistan Limited, the Trustee, and is authorized under the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (the "Rules") and Non-Banking Finance Companies and Notified Entities Regulation, 2008 ("Regulations") and registered under Sindh Trust Act 2020.

SECP has approved the Fourth (4th) Supplement to the Offering Document, under Regulation 44(8) of the NBFC & NE Regulations 2008 vide letter no. SCD/ AMW/AGPPF/2016/63 dated October 16, 2023.

Objective of the Supplementary Offering Document

Alfalah Asset Management Limited is introducing **Alfalah Capital Preservation Plan-4,** a Constant Proportion Portfolio Insurance (CPPI) based Allocation Plan under Alfalah GHP Prosperity Planning Fund (Asset Allocation based Fund of Funds Scheme) via this Supplementary Offering Document, in compliance with the relevant regulations and as stated in Clause 2.2.8 of the Offering Document of AGPPF.

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1. Amendment in Clause 1.7 "Initial Offer and Initial Period"

The Clause 1.7 of the Offering Document has been amended and a sub-para has been added to the clause which shall be read as follows:

"Alfalah Capital Preservation Plan - 4"

Initial Offer is made during the initial Period, which will be of 01 Business Day, begins at the start of the banking hours on May 16, 2024, and shall end at the close of the Banking Hours on May 16, 2024. During the Initial Period, the Units shall be offered at Initial Price PKR 100. No Units shall be redeemable during the Initial Period of Offer without charging any contingent load. Maturity of the Plan shall be after completion of the Tenure.

2. Amendment in Clause 1.8 "Transaction in Units after Initial Offering Period"

Following para has been added under sub clause (a) of clause 1.8.

"Alfalah Capital Preservation Plan -4
Subsequent to the Public Offering, the offer of Units of the Plan shall be discontinued.

3. Amendment in Clause 2.2 "Allocation Plans"

The name of new plan has been added under clause 2.2

d) Alfalah Capital Preservation Plan – 4,

4. Amendment in Clause 2.2.1 "Investment Objectives of Allocation Plans"

The Clause 2.2.1 has been amended to add the investment objective of CPPI based plan to be offered under Alfalah GHP Prosperity Planning Fund and shall be read as follows:

"d. Investment Objective of CPPI Based Plan

1-Alfalah Capital Preservation Plan -4

The "**Alfalah Capital Preservation Plan -4**" is a Constant Proportion Portfolio Insurance (CPPI) based Allocation Plan under "Alfalah GHP Prosperity Planning Fund" with an objective to earn a potentially high return through dynamic asset allocation between Equity Scheme and Income Scheme based Collective Investment Schemes (CIS) using CPPI methodology, with an objective to achieve Capital Preservation of the Initial Investment Value at maturity of the plan based on the Fund Manager's outlook on the asset classes. Alfalah Capital Preservation Plan – 4 is the first CPPI based Plan under Alfalah GHP Prosperity Planning Fund.

The CPPI based Plan are based on following details.

a) Capital Preservation is envisaged to be provided through the use of CPPI methodology and the Investment structure of the Plan as detailed in Clause 2.2.2 and not through an undertaking by the Management Company or Trustee.

b) Capital Preservation means that the Net Realizable Value of investment shall not fall below the Initial Investment Value subject to above point, provided the investment is held held till maturity of the Planplan as per the terms specified in this Offering Document. The Capital Preservation Plan applies through tenure of the plan..

c) The investments in the Capital Preservation Segment of the Plan, as specified in Clause 2.2.2 of this Offering Document shall only be triggered, on an occurrence of the Bond Event.

d) Capital Preservation shall not be valid if Units of the Plan are redeemed before maturity and a Contingent Load shall be charged on certain classes of units, as per details in **Annexure B** of this Offering Document.

e) Any redemption of units during the Plan's tenure on a specified date would be based on the NAV of the Plan on the day redemption application is received within the cut-off time, as specified in Annexure B and will be charged a Contingent Load.

f) The capital of the fund is protected only in terms of the base currency i.e. the Pakistani rupee. In addition, Capital Preservation is only valid in terms of the current tax and legal environment of Pakistan and is subject to force majeure factors as specified in Clause 11 "Force Majeure" of the Offering Document.

g) Capital Preservation is also not valid in case Plan is terminated before maturity.

h) The Plan shall be closed for new subscriptions after the close of the Initial Offering Period.

5. Amendment in Clause 2.2.2 "Allocation Plans and underlying allocations to Mutual Funds"

Clause 2.2.2 has been amended and following table has been inserted for **Alfalah Capital Preservation Plan -4**

Investment Segment of Plan:

Allocation Plan	% Allocation range in each CIS Category		
	Equity Component	Income Component	
	Equity Scheme	Income /Aggressive Fixed Income /Sovereign Income Scheme	Money Market Scheme / Cash & Cash Equivalents in AA- & Above rated Banks
Alfalah Capital Preservation Plan -4	0% - 50%	0% - 100%	0% - 100%

Capital Preservation Segment of Plan:

Allocation Plan	% Allocation range in each CIS Category		
	Equity Component	Income Component	
	Equity Scheme	Sovereign Income Scheme	Money Market Scheme / Cash & Cash Equivalents in AA- & Above rated Banks
Alfalah Capital Preservation Plan - 4	0%	0% - 100%	0% - 100%

Note: For the purpose of clarity, Income based CIS includes Income / Sovereign Income / Aggressive Fixed Income and Money Market Schemes and Cash & Equivalents. However, for Capital Preservation Segment, it only includes Sovereign Income/Money Market schemes and Cash & Equivalents.

Investment Features of CPPI Based Plan:

1) The Plan will be dynamically allocated between the Equity Scheme and Income/Money Market Scheme, subject to point 10 and 11,below, at Pre-defined Intervals by using the Constant Proportion Portfolio Insurance (CPPI) Methodology.

2) The dynamic asset allocation is aimed at providing higher returns through participation in Equity Scheme while aiming to preserve downside risk of principal erosion through participation in Income/Aggressive Fixed Income Scheme or Money Market Scheme.

3) The Management Company may use a maximum Multiplier of up to 5 times to arrive at exposure in risky assets including equity instruments without any cushion value percentage restrictions, subject to the condition that exposure in risky assets including equity instruments shall not exceed 50% of the net assets of Plan in line with Circulars issued by the Commission.

further, where the management company locks in the profit, it shall add the profit to the bond Bond Floor (present value of the amount on maturity dateof the CIS) and recalculate the cushion value accordingly.

4) The Management Company will immediately rebalance the asset composition of the Plan, in accordance with its approved methodology discussed in the Offering Document of the Plan, at least on 5% decline in Portfolio Value of the Plan from the previous rebalancing or on weekly basis, whichever falls earlier.

5) The Management Company shall use the actual yield of the Money Market mutual fund based on current portfolio. to compute the Bond Floor daily basis and shall incorporate a three (3) day cushion while calculating Bond floor as may be required in point 14 below.

6) The Management Company may use a more conservative yield to determine a Bond Floor that is higher than the one derived after using a yield as specified in point 5 above.

7) Plan's investment in the Capital Preservation Segment will only be triggered upon occurrence of the event(s) specified in Point 14 below.

8) The allocation between the Equity Scheme and Income/Money Market Scheme will vary depending upon changes in the Plan Value.

9) Allocation to Equity Scheme will generally increase in the case where equity markets are rising, while allocation to the Income/Money Market Scheme will generally increase if the equity markets decline.

10) The initial asset allocation of the Plan, as per the CPPI methodology, is expected to be between (0% to 50%) in Equity Scheme and between (50% to 100%) in Income/Aggressive Income/Money Market Scheme.

11) Subject to above point 10, the dynamic allocation mechanism will reallocate Plan's Net Assets, at Pre-Defined Intervals, in such a manner that if on a given business day the Proportion of Equity allocation of the Plan is X% (ranging between 0% to 50%) then the Proportion of Income/Money Market allocation will be (100% -X%).

12) The Plan may place a certain percentage of the Initial Plan Size (adjusted for redemptions, if any, during the Life of the Plan) into its Income/Money Market Scheme in order to meet the Plan Expenses.

13) The Management Company, from time to time at its discretion may lock-in certain percentage of the profits (if any) from the Equity Scheme by realizing profits. The profits realized in this manner, shall be used by increasing the allocation to the Income/Money Market Scheme.

14) If on any Business Day, or in case of a non-Business Day, the next immediate Business day, the Plan Value falls to a level that it triggers the Bond Floor, the entire Net Assets of the Plan will be allocated to the Capital Preservation Segment, within (3) three Business Days following the date of Occurrence of the aforementioned event(s), so as to ensure Capital Preservation to those Unit Holders who have held their investments through the tenure.

15) The Capital Preservation Segment will be invested in Income/Money Market Scheme, cash at bank, or a combination of the aforementioned asset classes that will potentially yield a return required to provide Capital Preservation to the Unit-Holders at maturity.

16) Subsequent to occurrence of the event(s) specified in above point 14, there shall be no further allocation to the Investment Segment of the Plan (i.e. Equity) till the remaining Life of the Plan."

17) The per party exposure limits given in Regulation 55(5) of the NBFC Regulations, 2008 shall not be applicable on money market component invested in saving accounts and term deposits in this case..

18) The Board of Directors of the AMC shall formulate and approve liquidity management policy that enables timely reallocation of portfolio to effectively achieve investment objective of the Fund.

19) A disclosure shall be made mentioning the range (minimum and maximum) of Multiplier applied in monthly Fund Manager Report.

20) AMC shall exercise fair and equitable treatment of interests of direct investors of the underlying funds (through which the Fund of Funds take exposure) versus the investors of the Fund of Funds.

21) The Plan shall take equity exposure only through dedicated equity funds as specified in Clause 2.2.3.

6. Amendment in Clause 2.2.3 "Approved Collective Investment Schemes"

The table under clause 2.2.3 has been replaced with following table:

Equity	Money Market	Income / Aggressive Fixed Income/Sovereign Income Fund
All Dedicated Equity Funds managed by the Management Company	All Money Market Funds managed by the Management Company & Other AMCs	All Income, Aggressive Fixed Income and Sovereign Income Funds managed by the Management Company & Other AMCs

7. Amendment in Clause 2.2.5 "Benchmark"

The Benchmark of Alfalah Capital Preservation Plan – 4 has been added to the table under clause 2.2.5 which shall be read as follows:

Allocation Plan	Benchmark
Alfalah Capital Preservation Plan – 4	Combination of benchmarks of underlying schemes on the basis of actual investments by the scheme.

8. Amendment in Clause 2.9 "Risk Disclosure"

Clause 2.9 is amended to add specific risk under CPPI Methodology.

13) **CPPI Plan Specific Risks**

1.) **Mismatch Risk**
This risk pertains to the event where in case of a Bond Event there is no risk free CIS available for the Plan to invest in that offers the same yield as required for Capital Preservation at maturity.

2.) **Gap Risk**

i. This risk pertains to the Gap event where the Portfolio Value falls below the Present Value (bond floor) of the capital preservation amount required at maturity.

ii. The Plan, in its endeavor to seek Principal Preservation, may allocate the entire portfolio to underlying investments in the Principal Preservation Segment under the Authorized investments in clause 2.2.2 and Units of the Plan may remain invested in such underlying investments for the entire tenure of the Plan without any participation in the equity component of the Investment Segment.

iii. At times of high volatility in the equity markets or any other circumstances, it may not be possible to carry out the portfolio rebalancing. In such a case, the reallocation may take place on the next business day or on a business day as deemed appropriate by the Management Company. Such circumstances may affect the Plan's ability to seek Principal Preservation.

iv. As the allocation of portfolio changes from equity to income market component consequent to steep fall in equity markets, there may be no participation in subsequent upward movement in the equity component while the Plan remains invested entirely in the income component.

Risk Control in the Investment Process

i. In line with the Investment Objective of Plans, the Investment Committee shall seek to maximize returns and preserve the Initial Plan Size (adjusted for redemptions, if any, during the Life of the Plan) through careful assessment of prevailing market risk (s), credit risk, and macro-economic risk.

ii. Furthermore the exposure to the Equity Scheme under the Authorized Investments shall be determined by a Multiplier.

iii. The Multiplier shall be selected based on the Investment Committee view on the macro economic scenario, equity market performance, and prevailing market risks thereof. The Management Company may, at its discretion, change the Multiplier from time to time based on the prevailing market conditions and the limits defined in NBFC Rules, 2003 and NBFC & NE Regulations 2008.

9. Amendment in Sub Clause "a" under Clause 3.12.1 "Bank Accounts"

Sub clause (a) under the clause 3.12.1 has been amended to its entirety in order to accommodate the bank details of Alfalah Capital Preservation Plan-4, now the amended clause shall be read as follows:

The Trustee, at the request of the Management Company, shall open Bank Account(s) titled "CDC-Trustee Alfalah GHP Prosperity Planning Fund", "CDC-Trustee Alfalah GHP Prosperity Planning Fund – Alfalah GHP Conservative Allocation Plan", "CDC-Trustee Alfalah GHP Prosperity Planning Fund – Alfalah GHP Moderate Allocation Plan", "CDC-Trustee Alfalah GHP Prosperity Planning Fund – Alfalah GHP Active Allocation Plan", "CDC-Trustee Alfalah Capital Preservation Plan -4" for the Unit Trust at designated Bank(s) inside or outside Pakistan, subject to the relevant laws, Trust Deed, Rules and Regulations, for collection, investment, redemption or any other use of the Trust's Funds.

10. Amendment in Sub-Clause "b" under Clause 4.4.4 "Purchase of Units"

Sub Clause (b) under clause 4.4.4 has been amended in order to accommodate the bank details of Alfalah Capital Preservation Plan-4 for purchase of units, now the amended clause shall be read as follows:

For Alfalah Capital Preservation Plan-4:

CDC-Trustee Alfalah Capital Preservation Plan -4"

11. Amendment in Clause 11 "Glossary"

In the Glossary Section, new definitions relating to CPPI methodology have been introduced in relevant places:

Bond Event" means a trigger point, whereby Plan's Net Assets is about to hit or actually hits the Bond Floor, which if reached will cause the Plan's Net Assets to be invested hundred percent (100%) in the Capital Preservation Segment till the remaining Life of the Plan. From thereon, there shall be no further exposure in the Investment Segment of the Plan.

"**Bond Floor**" means the present value of the Initial Plan Size (adjusted for redemptions, if any, during the Life of the Plan). It can be defined as the minimum value the Plan should have on a given day, to be able to provide Capital Preservation of the Initial Investment Value, if investments are held for twenty four months in the plan. The Bond Floor value shall be calculated using yield of authorized investment(s) from the Capital Preservation Segment of Plan, that potentially yields a return higher than or at least equal to the yield required to provide Capital Preservation to the Unit Holders.

"Capital Preservation" means that the investment strategy of the Plan is such that the Net Realizable Value of investment should not fall below the Initial Investment Value, subject to the Offering Document, and if the Units are held till twenty four months in the plan. The Management Company envisages the provision of Capital Preservation through the use of the Constant Proportion Portfolio Insurance (CPPI) Methodology.

"Capital Preservation Segment" is the segment occurred upon trigger of Bond Floor, where Plan will invested in Sovereign Income/Money Market Scheme, cash at bank, or a combination of the aforementioned asset classes that will potentially yield a return required to provide Capital Preservation to the Unit-Holders at completion of twenty four months

"CPPI" means Constant Proportion Portfolio Insurance.

"**CPPI Methodology**" is an internationally recognized, dynamic asset allocation methodology comprising of a versatile and flexible framework that allocates plan's Net Assets between Equity and/ or Income Scheme in a way that the exposure to equity is increased as Plan's Net Assets increases and reduced as Plan's Net Assets declines, while simultaneously aiming to provide capital Preservation at completion of twenty four months of the plan.

"**Initial Maturity**" means twenty four (24) months from the commencement of the life of the CPPI based Plan.

"Initial Investment Value" means the amount determined by multiplying price paid by the Unit Holder with the number of capital Preservation Units purchased and held by such Unit Holder for twenty four months.

"Tenure" means duration of the Plan. It is a 24 month period starting from the day following the close of the Initial Period.

"Maturity of Plan" happens upon completion of tenure of the Plan.

"Multiplier" is a measure of risk applied to the Plan's Net Assets, to determine the amount of Net Assets to be allocated to the Equity Component. A higher Multiplier means greater allocation to Equity Scheme; whereas a lower Multiplier means greater allocation to the Income Scheme. The Management Company may, at its discretion, change the Multiplier from time to time, based on the market conditions and as per the limits defined in Circular No. 18 of 2015.

"Net Realizable Value" means the proceeds paid to the Unit Holder at completion of tenure of CPPI based Plan.

12. Amendment in Annexure B "Current Fee Structure"

The following has been added to the table under Annexure B:

Allocation Plan	Class of Units	Front End Load (%)	Contingent Load	**Management Fee* (%)
Alfalah Capital Preservation Plan -4	Class "A"	3%	*For First Year 2% For Second Year 1%	Upto 2.5%

Note: An AMC may charge management fee up to 1% of average annual net assets of money market component invested in saving accounts and term deposits

* From 1 to 366 days is First year and 367 days to 731 days is Second Year.

**No Management Fee will be charged if the Fund invests in CIS managed by the Management Company.
***The management company may charge sales load upto maximum of 1.5% of the NAV per unit where the transactions are done through management company's own online portal or website.