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V.		Name and signature of the Sub-Registrar



NBP Fullerton Asset Management Limited (Formerly; National Fullerton Asset Management Limited), a public limited company, incorporated under the Companies Ordinance, 1984, having its principle place of business at 9th Floor Adamjee House, I.I. Chundrigar Road, Karachi (hereinafter called the "Management Company", which expression where the context so permits, shall include its successors in interest and assigns) of the One Part.

And

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

WHEREAS:

(1) The Management Company and the Trustee executed a Trust Deed dated January 03, 2008, to constitute NAFA INCOME FUND, as an open-ended scheme under the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (the Rules), which Trust Deed was registered with the Sub-Registrar-II, Saddar Town, Karachi, under Registered No.01 of Book No.IV dated 03-01-2008 and M. F. Roll No.U-1187/4780 dated 09-01-2008 of the Photo Registrar, Karachi (hereinafter called "the Trust Deed").

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- (2) The Management Company and the Trustee have mutually agreed to amend certain provisions of the Trust Deed by virtue of the powers contained in sub-clause 14.1 thereof, to enable the provisions of the Trust Deed to be more conveniently or economically managed, without altering the fundamental objects of the Trust or releasing the Trustee or the Management Company from any responsibility to the Unit Holders.
- (3) The Securities & Exchange Commission of Pakistan (the Commission) has approved the amendments to the Trust Deed, vide its letter No. NBFC/RS/JD-VS/NAFA/NIF/603/2010 dated August 03, 2010 which is annexed hereto as Annexure "A", which amendments are being hereby effectuated by this First Supplemental Trust Deed,

NOW THEREFORE THIS FIRST SUPPLEMENTAL TRUST DEED WITNESSETH AS FOLLOWS:

1. Under the Heading "Pre-amble"

Pre-amble 1 is hereby amended and now reads as follows:

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``NAFA Income Fund (NIF) shall be an 'Income Scheme' as ``per the criteria for categorization of open-end collective ``investment schemes specified in the Regulations or by ``SECP, `as amended from time to time."

Amendment of Clause 2 - I of the Trust Deed:

The second line in Clause 2 - I, the words "registered office at Ground Floor, Muhammadi House, I.I. Chundrigar Road, Karachi" are hereby replaced with the words, "principle place of business at 9th Floor, Adamjee House, I.I. Chundrigar Road, Karachi" of the Trust Deed.

The clause 2 - I now reads as follows:

2. Participating Parties and Constitution of the Trust

I National Fullerton Asset Management Limited, a public limited company incorporated under the Companies Ordinance, 1984, having its principle place of business at 9th Floor, Adamjee House, I.I. Chundrigar Road, Karachi (hereinafter called the "Management Company" which expression where the context so permits shall include its successors in interest and assigns) of the one part; and

Amendment of sub-clause 5.A.2.3 (ii):

In Clause 5.A.2.3, sub-para (ii) are hereby replaced in entirety:

With the above amendment, sub-clause 5.A.2.3 now reads as follows:-

ii) The Management Company shall maintain the books of accounts and other records of the Trust for a period of not less than ten (10) years. The Management Company shall not remove the records or documents pertaining to the Scheme from Pakistan to a place outside Pakistan without the prior written permission of SECP and the Trustee."

Insertion of sub-clause 5.A.2.7:

After the sub-clause 5.A.2.6 of the Trust Deed, following sub-clause 5.A.2.7 is inserted:

5.A.2.7 "Administrative Plans" means investment plans offered by the Management Company and approved by the Commission, where such

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plans allow investors a specific investment strategy in any one or a combination of Schemes managed by the Management Company in accordance with the conditions specified by SECP."

Amendment of sub-clause 5.A.3.7

In Clause 5.A.3.7, of the Trust Deed be and are hereby replaced in entirety by the following text:—

5.A.3.7 "The Management Company shall prepare an annual report, together with a copy of the balance sheet, income statement, cash flow statements, statement of movement in unit holders' or certificate holders' fund, expenditure account and the Auditor's report of the Scheme to the Trustee, the Unit Holder(s), the Commission and Stock Exchange and shall comply with the requirements set out in the Regulations."

Amendment of sub-clause 5.A.3.8:

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In Clause 5.A.3.8, of the Trust Deed be and are hereby replaced in entirety by the following text:—

"The Management Company shall prepare and transmit quarterly reports (physically or through electronic means or on the web subject to SECP approval) to the Unit Holder(s), the Trustee, the Commission and Stock Exchange, balance sheet as at the end of respective quarter, income statement, cash flow statement and statement of changes in equity for that quarter, whether audited or otherwise and shall comply with the requirements set out in the Regulations."

Insertion of sub-clause 5.A.3.18

After the sub-clause 5.A.3.17, of the Trust Deed, following sub-clause 5.A.3.18 is inserted:

5.A.3.18 "The Management Company shall clearly specify cut-off timings (for acceptance of application forms of issuance, redemption, conversion etc of units of the Scheme) as determined by the Management Company and disclosed in the Offering Document on its web site and at designated points. Such cutt-off timing shall uniformly apply on all Unit Holders.

"Cut-Off Time" means any time as may be determined by the Management Company and disclosed in the offering document and communicated to the Trustee and the Unit Holders applicable for each Business Day, before which Unit transactions shall be effectuated. The Management Company may change the Cut-off Time under prior intimation to the Unit Holders and the Trustee.

8. Insertion of sub-clause 5.A.3.19

After the sub-clause 5.A.3.18 of the Trust Deed, following sub-clause 5.A.3.19 is inserted:

5.A.3.19 "The Management Company on behalf of the Fund shall not at any time net off any investment of the Fund against the investment of the Unit Holder(s) in the Fund."

Insertion of sub-clause 5.A.3.20

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After the sub-clause 5.A.3.19 of the Trust Deed, following sub-clause 5.A.3.20 is inserted:

5.A.3.20 The Management Company in relation to the Fund shall not allow redemption and re-issuance of Units to a Unit Holder based on different NAVs without involvement of payment instrument, unless permitted otherwise by the Commission. Provided that this sub-clause shall not apply to issuance of Bonus Units and re-investment or issuance of Units against gains realization on the same NAV or transaction date.

10. Insertion of sub-clause 5.A.3.21

After the sub-clause 5.A.3.20 of the Trust Deed, following sub-clause 5.A.3.21 is inserted:

5.A.3.21 The Management Company shall obtain a rating of the Scheme as per the Regulations or conditions prescribed by SECP

11. Insertion of sub-clause 5.A.3.22

After the sub-clause 5.A.3.21 of the Trust Deed, following sub-clause 5.A.3.22 is

5.A.3.22

The Management Company shall appoint brokers pursuant to Clause 6.1.4 and in compliance with the Regulations and such other conditions and criteria as it may decide from time to time and shall also ensure that it has been diligent in appointing brokers to avoid undue concentration of business with any broker.

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12: Insertion of sub-clause 5.B.21

After the sub-clause 5.B.20, of the Trust Deed, following sub-clause 5.B.21 is inserted:

5.B.21 "Trustee shall not invest in the Units of the Fund."

Insertion of sub-clause 5.B.22

After the sub-clause 5.B.21, of the Trust Deed, following sub-clause 5.B.22 is inserted:

5.B.22 The Trustee shall ensure that the investment and borrowing limitations set out in the Constitutive Documents pursuant to the Regulations and the conditions under which the Scheme was authorized are complied with.

14. Insertion of sub-clause 5.B.23

After the sub-clause 5.B.22, of the Trust Deed, following sub-clause 5.B.23 is inserted:

5.B.23 The Trustee shall ensure that Units are not issued until subscription money has been received in the Fund.

15. Insertion of sub-clause 5.B.24

After the sub-clause 5.B.23, of the Trust Deed, following sub-clause 5.B.24 is inserted:

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The Trustee shall ensure that the Management Company has specified 5.B.24 criteria in writing to provide for a diverse panel of brokers at the time of offering of the Fund and shall also ensure that the Management Company has been diligent in appointing brokers to avoid undue concentration of business with any broker.

Insertion of sub-clause 5.B.25

After the sub-clause 5.B.24, of the Trust Deed, following sub-clause 5.B.25 is inserted:

The Trustee shall immediately inform the SECP if any action of the 5.B.25 Management Company contravenes the Ordinance, Rules, Regulations, Constitutive Documents, guidelines, codes, circulars, directives or any other applicable laws. R. No. 153

Insertion of sub-clause 5.B.26

After the sub-clause 5.B.25, of the Trust Deed, following sub-clause 5.B.26, is inserted:

The Trustee shall comply with the directions of the SECP given in the 5.B.26 interest of the Unit Holders.

Insertion of sub-clause 5.C.8

After the sub-clause 5.C.7, of the Trust Deed, following sub-clause 5.C.8 is inserted:

> Notwithstanding anything in this Deed, the beneficial ownership of the balances in the Bank Accounts shall vest in the Unit Holders of the respective Unit Trusts.

Insertion of sub-clause 5.C.9

5.C.8

After the sub-clause 5.C.8, of the Trust Deed, following sub-clause 5.C.9 is inserted:

5.C.9 The Trustee shall, if requested by the Management Company at its discretion also open a separate Account titled CDC - Trustee NAFA Funds at bank(s) designated by the Management Company. These account(s) shall be temporary collection accounts, where collections received on account of subscription of Units by investors of various unit trusts and the administrative plans that are managed by NAFA as the management company shall be held prior to their being allocated and transferred to pertinent unit trust(s). Provided however, in relation to the other unit trusts managed by NAFA as the Management Company mentioned above, there are similar provisions in the trust deeds of such funds and have Trustee as common between them.

Amendment of sub-clause 6.4.1:

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In Clause 6.4.1, of the Trust Deed be and are hereby replaced in entirety by the following text:-

"The Deposited Property shall be subject to such restrictions and exposure limits as are provided in the Rules and Regulations and prescribed by SECP; provided that where such limits are exceeded due to actions permissible under the Regulations or by SECP, including appreciation or depreciation in value of any Investment, disposal of any Investment or redemption of Units,

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the excess exposure shall be regularized in such manner and within such time as specified in the Regulations and/ or SECP."

With the above amendment, sub-clause 6.4.1 now reads as follows:-

6.4.1 The Deposited Property shall be subject to such restrictions and exposure limits as are provided in the Rules and Regulations and prescribed by SECP; provided that where such limits are exceeded due to actions permissible under the Regulations or by SECP, including appreciation or depreciation in value of any Investment, disposal of any Investment or redemption of Units, the excess exposure shall be regularized in such manner and within such time as specified in the Regulations and/or SECP.

21. Amendment of sub-clause 6.4.6

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In sub-clause 6.4.6, sub-para (a) of the Trust Deed, following bullet is further inserted:

· Commodities or commodity contracts;

22. Insertion of sub-clause 6.4.8

After the sub-clause 6.4.7, of the Trust Deed, following sub-clause 6.4.8 is Cinserted:

6.4.8 "The Asset Management Company on behalf of the Fund shall not at any time rollover the investments, if in the opinion of trustee, the Fund would not be able to issue payment instrument for the redemption money to the unit holder within time period stipulated in the Regulations."

23. Insertion of sub-clause 6.4.9

After the sub-clause 6.4.8, of the Trust Deed, following sub-clause 6.4.9 is inserted:

6.4.9 "The Management Company on behalf of the Fund shall not at any time net off any investment of the Fund against the investment of the Unit Holder(s) in the Fund."

24. Insertion of sub-clause 6.4.10

After the sub-clause 6.4.9 of the Trust Deed, following sub-clause 6.4.10 is inserted:

6.4.10 Take exposure of more than ten percent (10%) of the Fund's Net Assets in a single Company/ person or 10% of the issue size of the debt issued by any company/ person or 10% of the issued capital of the investee company;

25. Insertion of sub-clause 6.4.11

After the sub-clause 6.4.10 of the Trust Deed, following sub-clause 6.4.11 is inserted:

6.4.11 Take exposure of more than twenty-five percent (25%) of the Fund Net Assets in securities of any one sector as per classification of the Stock Exchange;

26. Insertion of sub-clause 6.4.12

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After the sub-clause 6.4.11 of the Trust Deed, following sub-clause 6.4.12 is inserted:

6.4.12 Take exposure of more than thirty five percent (35%) of its Net Assets in any single group;

27. Insertion of sub-clause 6.4.13

After the sub-clause 6.4.12 of the Trust Deed, following sub-clause 6.4.13 is inserted:

6.4.13 Take exposure of more than ten percent (10%) of Fund Net Assets in listed group companies of the Management Company and such investment shall only be made through the secondary market;

28. Insertion of sub-clause 6.4.14

After the sub-clause 6.4.13 of the Trust Deed, following sub-clause 6.4.14 (sarachi inserted:

6.4.14 Enter into underwriting or sub-underwriting contracts;

29. Amendment of sub-clause 6.5.1:

In Clause 6.5.1, of the Trust Deed be and are hereby replaced in entirety by the following text:—

"Subject to any statutory requirements for the time being in force and to the terms and conditions herein contained, the Management Company may arrange borrowing for account of the Scheme, with the approval of the Trustee, from Banks, Financial Institutions or non-banking finance companies. The borrowing, however, shall not be resorted to, except for meeting the redemption requests and shall be repayable within a period of ninety days and such borrowing shall not exceed fifteen per cent of the Net Asset of the Scheme at the time of borrowing or such other limits as specified by the Commission."

30. Insertion of sub-clause 6.6

After the sub-clause 6.6 of the Trust Deed, following sub-clause 6.5 is inserted:

6.6 Benchmark

The performance benchmark of the Fund for the period of return shall be the '6-months KIBOR' or such other benchmark as determined by the Management Company under prior intimation to the Trustee, SECP and the Unit Holders and disclosed in the Offering Document."

31. Amendment of sub-clause 7.3.1:

In Clause 7.3.1, in the third, fifth and sixth line, the word "Sales Load" is hereby replaced by the words "Front-end Load".

With the above amendment, sub-clause 7.3.1 now read as follows:-

7.3.1 Distribution Company(s), Sales Agents or Investment Facilitators employed by Management Company will be entitled to a remuneration payable by the Management Company from any Front-end Load (or out if it own resources) and no charges shall be made against the Trust Property or the Distribution Account in this respect. The remainder of any Front-end Load after such

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redemption shall be forwarded to Transfer Agent. The Management Company may make arrangements to accept redemption requests through electronic means such as online, ATMs or other means of electronic use. No person shall be entitled to redeem only part of the Unit comprised in a Certificate, however in case where a Certificate is not issued any number of Units may be redeemed by the Holder thereof. The application for redemption of Units shall be accompanied by the relevant Certificate, if issued, duly endorsed on the reverse. In case of applications for redemption by joint Holders, any holder may sign the redemption form if he is so authorized by all joint Holders"

36. Amendment of sub-clause 7.5.8:

In Clause 7.5.8, the third line, after the words "such applications" following words are insterted:

"by the Management Company / Transfer Agent"

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With the above amendment, sub-clause 7.5.8 now read as follows:-

7.5.8 "Application for redemption will be received at the authorized offices or branches of the Distribution Company on all Dealing Days. Payments of Units so redeemed shall be made within six (6) Business Days of the date of receipt of such application by the Management Company / Transfer Agent; provided that in the event redemption requests on any day exceed ten percent (10%) of the Units in issue, the Management Company may invoke a Queue System as described in Clause 8.4 herein below."

37. Insertion of sub-clause 7.5.12

After the sub-clause 7.5.11, of the Trust Deed, following sub-clause 7.5.12 is inserted:

7.5.12"The Management Company shall ensure all valid redemption request are paid based on ranking of the request in a queue."

38. Insertion of sub-clause 7.5.13

After the sub-clause 7.5.12, of the Trust Deed, following sub-clause 7.5.13 is inserted:

7.5.13"The Asset Management Company shall ensure that no entry and exit to the scheme (including redemption and reissuance of units to the same unit holders on different NAVs) shall be allowed other than cash settled transactions based on the formal issuance and redemption request, unless permitted otherwise by the Commission under the Regulations."

Amendment of clause 8

Clauses 8, of the Trust Deed, following words are inserted:

"The Management Company shall formally forward all the requests for dealing in Units, duly time and date stamped, to the Trustee within 24 hours of the receipt of such requests."

40. Insertion of sub-clause 8.2.3

After the sub-clause 8.2.2, of the Trust Deed, following sub-clause 8.2.3 is inserted:

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8.2.3 "In case of suspension of redemption of units of the Scheme in terms of Constitutive Documents of the Scheme or as per Regulations, the issuance of fresh units shall also be kept suspended until and unless redemption of units is resumed."

41. Insertion of sub-clause 8.2.4

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After the sub-clause 8.2.3, of the Trust Deed, following sub-clause 8.2.4 is inserted:

8.2.4 "Suspension of redemption shall be provided in exceptional Circumstances, having regard to the interests of unit holders and such a decision shall be made with the prior approval of the board of the Management Company."

42. Insertion of sub-clause 8.6

After the sub-clause 8.5, of the Trust Deed, following sub-clause 8.6 is inserted:

8.6 The Management Company shall formally forward all the requests for dealing in Units, duly time and date stamped, to the Trustee within 24 hours of the receipt of such requests.

43. Amendment of sub-clause 9.1.1:

clause 9.1.1 is hereby replaced in entirety by the following text:

The Management Company shall be entitled to be paid monthly in arrears, the acquired remuneration of an amount not exceeding three percent (3%) of the acquired annual Net Assets of the Trust during the first five years and thereafter amount not exceeding two percent (2%) of the average annual Net Assets of the Trust calculated on a daily basis during the year;

With the above amendment, sub-clause 9.1.1 now reads as follows:-

9.1.1 The Management Company shall be entitled to be paid monthly in arrears, the accrued remuneration of an amount not exceeding three percent (3%) of the average annual Net Assets of the Trust during the first five years and thereafter and amount not exceeding two percent (2%) of the average annual Net Assets of the Trust calculated on a daily basis during the year;

44. Amendment of sub-clause 9.3.2:

In sub-clause 9.3.2, of the Trust Deed be and are hereby replaced in entirety by the following text:-

9.3.2 "The Formation Cost shall be reimbursable by the Fund to the Management Company subject to audit of expenses. The said Formation Cost will be amortized by the Fund over a period of not less than five years."

45. Amendment of sub-clause 10.2:

Sub-clause 10.2 of the Trust Deed, is replaced in entirety by the following text:-

"The Management Company on behalf of a Scheme shall not without the approval of the Board of Directors in writing and consent of trustee, purchase from, or sell any securities to any connected person or employee of the Asset Management Company."

With the above amendment, sub-clause 10.2 now reads as follows:-

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10.2 The Management Company on behalf of a Scheme shall not without the approval of the Board of Directors in writing and consent of trustee, purchase from, or sell any securities to any connected person or employee of the Asset Management Company.

46. Amendment of sub-clause 14.4:

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Sub-clause 14.4 of the Trust Deed, is replaced in entirety by the following text: Karachi

"If the Commission modifies the Rules and/or Regulations or allows any relaxations to the Rules and/or Regulations or issue any directive(s), guideline(s) or circular(s) there under, these shall deem to have been included in this Trust Deed without requiring any modifications in this Deed and shall prevail in case of conflict with the provisions of the Trust Deed."

With the above amendment, sub-clause 14.4 now reads as follows:-

14.4 If the Commission modifies the Rules and/or Regulations or allows any relaxations to the Rules and/or Regulations or issue any directive(s), guideline(s) or circular(s) there under, these shall deem to have been included in this Trust Deed without requiring any modifications in this Deed and shall prevail in case of conflict with the provisions of the Trust Deed

47. Amendment of sub-clause 16.2

In sub-clause 16.2 of the Trust Deed, in the third line, the words "and Load there from" is replaced in entirety by the words "or any Front-end Load".

With the above amendment, sub-clause 16.2 now reads as follows:-

The Trust Property shall initially be constituted out of the proceeds of the Units issued to the Core Investors and other Units issued during the Initial Offer after deducting any applicable Duties and Charges or any Front-end Load."

48. Amendment of sub-clause 16.7:

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Sub-clause 16.7 is hereby replaced in entirety by the following text:

"Remuneration of the Management Company and the Trustee, brokerage and transaction costs relating to investing and disinvesting of the Deposited Property, all expenses incurred by the Trustee effecting the registration of all registerable Investments in the Trustee's name, legal counsel fee and other related expenses as may be incurred in protecting or enhancing the interests of the Scheme or the collective interests of the Holders; Bank charges, borrowing/financial costs, audit fees; listing fee payable to a Stock Exchange including renewals; rating fee payable to an approved rating agency; Annual Fee, Formation Cost and taxes if any applicable to the Trust and any other expenses permissible under the Regulations shall be payable out of the Trust Property."

With the above amendment, sub-clause 16.7 now reads as follows:-

16.7 Remuneration of the Management Company and the Trustee, brokerage and transaction costs relating to investing and disinvesting of the Deposited Property, all expenses incurred by the Trustee effecting the registration of all registerable Investments in the Trustee's name, legal counsel fee and other related expenses as may be incurred in protecting or enhancing the interests of the Scheme or the collective interests of the Holders; Bank charges, borrowing/financial costs, audit fees; listing fee payable to a Stock Exchange including renewals; rating fee payable to an approved rating agency; Annual

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Fee, Formation Cost and taxes if any applicable to the Trust and any other expenses permissible under the Regulations shall be payable out of the Trust Property.

49. Insertion of sub-clause 16.8

After the sub-clause 16.7 of the Trust Deed, following sub-clause 16.8is inserted:

16.8 All interest, income or profit, &tc. earned in the Distribution Account(s), including those accruing on unclaimed dividends, shall form part of the Deposited Property for the benefit of the Holders and shall be transferred periodically from the Distribution Account(s) to the main Bank Account of the Trust.

50. Amendment of sub-clause 20.1:

Sub-clause 20.1 is hereby replaced in entirety by the following text: No. Sub-Registrar-II Sub-Registrar-II Sudday flown, Karachi

- 20.1 "SECP may remove the Management Company by giving at least ninety (90) days notice for sub-clause (a) hereunder and immediate notice for sub-clauses (b) and (c) hereunder in writing to the Management Company, if any of the following has occurred:
- (a) The Management Company has willfully contravened the provisions of this Deed in any material respect and has failed to rectify the contravention within a reasonable period after the contravention has come to its notice;

the Management Company goes into liquidation (other than voluntary liquidation on terms previously agreed to with the Trustee for purpose of reconstruction and amalgamation); a receiver is appointed over any of the assets of the Management Company, and

(c) If Management Company becomes ineligible to act as a Management Company of the Trust under the provisions of the Rules and/or Regulations or any other law for the time being in force."

51. Insertion of sub-clause 20.11

After the sub-clause 20.10 of the Trust Deed, following sub-clause 20.11 is inserted:

20.11 Furthermore, the Trustee may immediately upon the issuance of notice of removal of Management Company under Clause 20.1 appoint auditors with the consent of SECP from among the panel of auditors designated as "A" category by the State Bank of Pakistan for the audit of Financial Institutions.

52. Insertion of sub-clause 21.11

After the sub-clause 21.10, of the Trust Deed, following sub-clause 21.11 is inserted:

- 21.11 SECP may remove the Trustee Ly giving atleast ninety (90) days notice in writing to the Trustee and under intimation to the Management Company, if in its opinion, any of the following has occurred:
- (a) The Trustee has willfully contraver ed the provisions of Rules and Regulations or this Deed in any material respect and has failed to rectify the contravention within a reasonable period after the contravention has come to its notice;

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(b) If the Trustee is quilty of misconduct or becomes ineligible to act as a Trustee of the Trust under the provisions of the Rules and Regulations, or any other law for the time being in force.

Provided that the Trustee is given an opportunity of being heard. R. No.

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53. Insertion of sub-clause 21.12

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After the sub-clause 21.11, of the Trust Deed, following sub-clause 21.12 is inserted:

21.12 The Management Company may by giving reasons in writing apply to the Commission for change of the trustee and propose a new trustee.

Insertion of sub-clause 21.13

After the sub-clause 21.12, of the Trust Deed, following sub-clause 21.13 is inserted:

21.13 Notwithstanding the removal/ resignation of the Trustee and its subsequent discharge from its duties under this Deed and the Regulations, the Trustee shall remain entitled to the benefit under the terms of this Deed till the removal/ resignation of the Trustee is effective without prejudice to the Trustee's responsibility or obligation to liquidate any liability for which the Trustee may have become liable under this Deed and/or the Regulations.

Amendment of sub-clause 22.1:

Clause 22.1, in the first line, the words "Sales Load" is deleted:

With the above amendment, sub-clause 22.1 is now read as follows: -

The Management Company may issue following classes and types of Units to Holders:

Classes of Units: Units may be charged with no Front-end Load, Back-end Load and or any combination of the foregoing from time to time. The Management Company shall identify each such type of Units in such manner as it thinks fit as Class 'A', Class 'B" and so on and so forth.

Types of Units: The types of Unit shall consist of growth Units and income Units, and in this regard, the Management Company may specify or offer such conditions or privileges with respect to redemption of Units, distribution of profits (whether by cash or additional Units), fixed or flexible timing of such redemption or distribution at the option of the holder and/or the Management Company.

56. Amendment of sub-clause 23.3:

(i) In Clause 23.3, in the fifth line, after the words "retained by the" till the word "Management Company" would be replaced by the following word:

"Transfer Agent"

(ii) In Clause 23.3, in the tenth line, after the words "issue of Units" till the word "satisfaction" is deleted.

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With the above amendment, sub-clause 23.3 is now read as follows:-

23.3 "Application for issuance of Units shall be made by completing the prescribed application form and submitting it with the payment by cheque or bank draft, pay order, credit card etc. in favour of the Trustee and crossed "Account Payee Only" at the authorized branch or office of any Distribution Company. The application for issuance of the Units and the specimen signature of each Holder shall be retained by the Transfer Agent and shall verify the particulars given in the application for issuance of Units and the documents submitted therewith and ensure that the signature of any Holder or joint Holder to any document required to be signed by him under or in connection with the application for issue of Units.

57. Insertion of sub-clause 23.6

After the sub-clause 23.5, of the Trust Deed, following sub-clause 29.64s inserted trach-

23.6 "The Management Company shall designate and disclose the location of its official points for acceptance of applications for issuance, redemption, conversion, etc of units in the Offering Document of the Scheme and its website. The Management Company shall receive the said applications only at such designated points."

58. Insertion of sub-clause 23.7

After the sub-clause 23.6 of the Trust Deed, following sub-clause 23.7 is inserted:

"The Management Company shall ensure that all the designated points for acceptance of applications for issuance, redemption, conversion, etc of units of the Scheme have appropriate date and time stamping mechanism for imely acknowledgement of the said applications."

59. Amendment of sub-clause 25.9:

Sub-clause 25.9, of the Trust Deed be and are hereby replaced in entirety by the following text:-

25.9 The Register may be closed under intimation to the Trustee for such period as the Management Company may from time to time determine and after giving at least fourteen (14) calendar days notice to Holders, provided that the time period for closure of register for dividend declaration shall not exceed six (6) working days at a time and shall not exceed forty five (45) days in a year.

60. Amendment of sub-clause 26.1:

In Clause 26.1, the first line, the phrase "written confirmation from the Trustee" are hereby replaced by the phrase "confirmation".

With the above amendment, sub-clause 26.1 now reads as follows:-

26.1 "Upon confirmation that the Offer Price for each Unit has been received in full from the applicant, the Transfer Agent shall issue an account statement that will constitute evidence of the number of Units registered in the name of the Holder."

61. Amendment of sub-clause 28.5:

Clause 28.5 of the Trust Deed shall be deleted as it is covered via clause 7.2.7 of Trust Deed of the fund.

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62. Amendment of sub-clause 30.1:

R. No. 158 Sub-Registrar II

Sub-clause 30.1 is in entirety be replaced with the following text: Saddar rown, Karachi

The Management Company shall appoint, with the consent of the Trustee, the Auditor of the Fund as per requirements of Regulations, or as per guidelines issued by SECP. The Management Company may at any time remove the Auditor and appoint another Auditor in its place. The same firm of chartered accountants cannot be appointed Auditor for more than five consecutive years, unless otherwise permitted by SECP. Thereafter, the Auditors shall only be eligible for appointment after the lapse of one year.

With the above amendment, sub-clause 30.1 now reads as follows:-

30.1 The Management Company shall appoint, with the consent of the Trustee, the Auditor of the Fund as per requirements of Regulations, or as per guidelines issued by SECP. The Management Company may at any time remove the Auditor and appoint another Auditor in its place. The same firm of chartered accountants cannot be appointed Auditor for more than five consecutive years, unless otherwise permitted by SECP. Thereafter, the Auditors shall only be eligible for appointment after the lapse of one year.

63. Amendment of sub-clause 34.6:

Existing Clause 34.6 is omitted and replaced by the following ``text:

Authorized Investment means and include:

 Government of Pakistan Investment Bonds, Treasury Bills and other Government Securities

Cash and near cash instruments which include cash in bank account (excluding TDRs), treasury bills not exceeding 90 days maturity

Term Deposits Receipts

Secured and Unsecured, listed or privately placed debt securities issued by local governments, government agencies, statutory bodies, private and or public sector entities and/or financial institution

Convertible debt securities (into equity) issued by corporates/financial institutions. As per Regulations to be regularised within three months from the date of conversion.

 Certificates of Investment/Deposits, Debenture and Certificates of Musharak(COMs), Letter of Placements

· Asset Backed and Mortgage Backed Debt Securities

· Reverse REPOs against securities;

• Commercial Papers and any other money market debt security that may or may not be listed on the Stock Exchange

Continuous Funding System (CFS), Spread Transactions and their replacement.

 Any other money market/ fixed income security and/or instrument that may be allowed by the SECP, the Rule and Regulations from time to time

 Warrants, Options and other such derivatives subject to the prior approval of SECP. Investment in this asset class would be for hedging purposes only and subject to such terms and conditions as approved by the Commission from time

to time

- Subject to SECP or other regulatory approvals, the Scheme may invest in foreign fixed income securities issued, listed or otherwise and traded outside Pakistan on such terms, guidelines and direction as may be issued by SECP and the State Bank of Pakistan from time to time
- · Any investment, which has been authorized by the commission.

64. Amendment of sub-clause 34.7:

Existing sub-clause 34.7 is omitted and replaced by the following text:-

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34.7 "Back-end Load" means processing charge deductible from the Net Asset Value of the Unit to determine the Redemption Price. Such load, not exceeding five percent (5%) of the Net Asset Value, shall be determined by the Management Company from time to time and disclosed in the Offering Document. Any such charges shall be treated as part of the Deposited Property. Provided however that may be applied to different classes of units.

65. Amendment of sub-clause 34.15:

Existing sub-clause 34.15 is omitted and replaced by the following texting Registrated Saddar Town, Karachi With the above amendment, sub-clause 34.16 now reads as follows:—

34.15 "Contingent Load" or "Deferred Sales Load" means processing charges deductible from the Net Asset Value of the Unit to determine the Redemption Price in case of redemption of Units within a certain period of time or at a decreasing rate for every period the Units are held and shall be charged to Unit Holders in instances where no Front-end Load is charged. Such charges shall not exceed five percent (5%) of the Net Asset Value and shall be determined by the Management Company from time to time and disclosed in the Offering Document. Any such charges shall be payable to the Management Company and/or its Distributors, as the case may be."

66. Amendment of sub-clause 34.19:

In sub-clause 34.19, of the Trust Deed be and are hereby replaced in entirety by the following text:-

34.19 "Custodian" shall have same meaning as in the Rules or Regulations as amended or substitute from time to time

67. Amendment of sub-clause 34.20:

In sub-clause 34.20, of the Trust Deed in first line the words "but does not include a day on which the Stock Exchanges in Pakistan are closed" are hereby replaced by "on which Banks are open for business in Pakistan":-

With the above amendment, sub-clause 34.20 now read as follows:-

34.20 "Dealing Day" means every Business Day from Monday to Friday of every week on which Banks are open for business in Pakistan. Units will be available for dealing (purchase, redemption, transfer, switching etc.) on dealing days. Provided that the Management Company may with the prior written consent of the Trustee and upon giving not less than seven days notice in two widely circulated English or Urdu newspapers in Pakistan declare any particular Business Day(s) not to be a Dealing Day(s).

68. Amendment of sub-clause 34.23:

- (i) In Clause 34.23, sub-para (b) is deleted.
- (ii) In Clause 34.23, sub-para (d), in the first line, the word "Trustee" is replaced by the words "Management Company".
- (iii) In Clause 34.23, sub-para (d), in the first line, the word "moneys" is replaced by the words "payment instrument".
- (iv) In Clause 34.23, sub-para (d), in the second line, the word "made" is replaced by the words "instrument delivered".

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With the above amendment, sub-clause 34.23 now read as follows: R. No. 2005 Registrar-II 34.23 Distribution Function" mean the functions with regard to: "Andre Town, Karachi

a. receiving applications for issue of Units together with the aggregate Offer Price for Units applied for by the applicants;

 interfacing with and providing services to the Holders including receiving redemption/transfer applications, conversion notices and applications for change of address or issue of duplicate Certificates for immediate transmission to the Management Company or the Transfer Agent as appropriate;

c. accounting to the Management Company for all: (i) payment instrument received from the applicants for issuance of Units; (ii) payments instrument delivered to the Holders on redemption of Units; and (iii) expenses incurred in relation to the Distribution Function.

d. the above functions may be performed electronically, if appropriate systems are in place.

69. Amendment of sub-clause 34.28:

Existing sub-clause 35.29 is omitted and replaced by the following text:-

With the above amendment, sub-clause 34.28 now reads as follows:-

"Front-end Load" means the sales and processing charges (excluding Duties and Charges) that is received by the Management Company and/ or its Distributors that may be included in the Initial Price or Offer Price of the Units not exceeding five percent (5%) of the Par Value or Net Asset Value, whichever is applicable. The details of Front-end Load applicable to the Offer Price shall be specified in the Offering Document. Provided however that different levels of Front-end Load may be applied to different investors.

70. Amendment of sub-clause 34.33:

In Clause 34.33, in the forth line, the word "Sales Load" is hereby replaced by the words "Front-end Load".

With the above amendment, sub-clause 34.33 now read as follows:-

34.33 "Investment Facilitators/Advisors/Sales Agents" means an individual, firm, corporate or other entity appointed by the Management Company to identify, solicit and assist investors in investing in the Scheme. The Management Company shall compensate the Investment Facilitators/Sales Agents out of the Front-end Load collected by it in the Offer Price and /or Management Fee.

Insertion of sub-clause 34.60

After the sub-clause 34.59, of the Trust Deed, following sub-clause 34.60 is inserted:

35.60 "Regulations" mean the Non-Banking Finance Companies and Notified Entities Regulations, 2008 and the Schedules and Forms attached to it, as amended or substituted from time to time. In the Trust Deed any reference to Rules (as defined in Clause 34.52) shall be deemed to include a reference to these Regulations.

72. Insertion of sub-clause 34.61

After the sub-clause 34.60, of the Trust Deed, following sub-clause 34.61 is inserted:

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34.61 "Supplemental Deed" means a deed supplemental to this Deed, executed by the Management Company and the Trustee, after seeking approval of the SECP, to modify, add to, alter and amend or amend and restate the provisions of this Deed or any other Supplemental Deed in such manner and to such extent as may be considered expedient for all purposes, which shall be consolidated, read and construed together with this Deed.

73. Insertion of sub-clause 34.62

After the sub-clause 34.61, of the Trust Deed, following sub-clause 34.62 is inserted:

34.62 "Supplementary Offering Document" means a document issued to modify, add to, alter and amend, amend and restate or to make any other amendment to the Offering Document in such manner and to such extent as considered expedient for all purposes by the Management Company, with the consent of the Trustee, after seeking approval of the SECP, and the same shall be consolidated, read and construed together with the Offering Document.

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Sub-Registrar-Il Saddar Town, Karachi

powers and authorities hereby conferred on the said Attorney except that the substitute or substitutes shall not have the power of substitution conferred on the said Attorney and to revoke such appointment as the said Attorney may think fit such substitutes being officers of the Company and any such substituted Attorney or Attorneys shall have power to act on behalf the Company as if such substitute or substitutes had been originally appointed in this deed;

- 38. generally to do all other acts and things incidental to the exercise of the aforesaid powers;
- we hereby agree to ratify and confirm whatsoever the Attorney shall lawfully do or cause to be done
 pursuant to the powers hereby given.

Notwithstanding anything contained in this power of attorney: (i) the Attorney shall not be authorized to take any action or execute any document in respect of a resolution required to be passed at a meeting of the Board of Directors of the Company, unless the Board specifically authorizes the Attorney in that regard; (ii) the Attorney shall exercise the powers granted hereunder lawfully and legally; and (iii) the Board of Directors of the Company may revoke or alter these powers as and when the Board may deem fit.

IN WITNESS WHEREOF, WE, the authorized Directors of National Fullerton Asset Management mited have executed this General Power of Attorney and the Common Seal is hereunto affixed on this day of October 2005, at Karachi. Masood Karim Shaikh aja Iqbal Hassan (Director) Director) WITNESSES: JASIM HARAD - 6/101-38857358-3 2 Signed Before Me Certifled True Copy Muhammad Murtaza Ali CFO/Company Secretary RP FULLERTON ASSET MANAGEMENT LTD. erle Kationel Follerton Asset Management Ltd.)

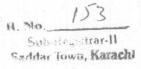


R. No. 153
Sub-Registral: II
Saddar Town, Karachi

Muhammad Murtaza Ali
CFO/Company Secretary
NBP FULLERTON ASSET MANAGEMENT LTD.
(Formerly National Fullerton Asset Management Ltd.)

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- 23. to receive certificates of shares, stock, debentures, debentures stock and other securities of any company or other corporation to which the Company may now or hereafter be entitled and to receive money due in respect thereof whether by way of principal, interest, profit, dividend or otherwise and to sign and deliver receipts, acquittances and discharges for the moneys so received;
- 24. to attend, represent, vote or act for the Company at any meeting of members, shareholders, debenture holders, creditors or any class thereof of any company or other corporation in which the Company is interested and to appoint representative or proxies for attending, representing, voting or acting for the Company at all or any such meetings;
- 25. to make payment to any person, corporate body, company or firm for any service rendered to the Company and for such purposes of the Company as may be necessary for carrying on of the Company business and to sign and deliver receipts, charges, cheques and drafts on the bank and other accounts of the Company or on the customers of the Company and to endorse all bills and bills of exchange received by the Company which may be necessary or may be expedient in the judgement of the Attorney to be signed, endorsed or given for the purpose of carrying on of the Company's business;
- 26. to obtain securities from any person, corporate body, company or firm for the die performance of any contract in respect of rendering any service or supplying any material to the Company and to accept the same on such terms as may be deemed proper or expedient by the Atomes; No. 1.4 KY.
- to arrange for and accept any surety or sureties guarantor or guarantors for the tug performance of any contracts entered into by or on behalf of the Company and to release such surely or superior to discharge such guarantor or guarantors in due course;
- to realize debts due to the Company and to receive any money due to the Company from any person, corporate body, company or firm and to grant receipts and discharges for the same;
- 29. to purchase lease, hire or otherwise acquire computer hardware, software, machinery, equipment or fixtures of trade required for the purpose of the Company and its business and to execute such contracts and deeds as may be necessary in respect thereof;
- to buy all such materials, articles or things as may be required by the Company and to enter into contracts with suppliers and to cancel, modify or vary the same;
- to acquire office premises for the Company on rent from any person, corporate body, company or firm and execute all agreements, lease deeds and all other related documents in respect thereof;
- to make payments of all dues and submit plans of buildings relating to the Company's properties or lands on the Company's behalf before any competent authority and to obtain receipts therefor;
- 33. to negotiate and to enter into and complete contracts with any person, corporate body, company or firm for the sale, lease or purchase of any lands and buildings and for the erection or construction of any buildings and structures and for the installations of any machinery, plant or fixtures on any lands and buildings so leased or purchased and to demolish, alter, repair, add to and improve any building or structure and to let, sub-let, surrender or give up any immovable property held by the Company;
- to purchase, lease or otherwise acquire vehicles for the company and to sign and execute leases and all other related documents in respect thereof;
- 35. to prepare, adjust, settle or cause to be prepared adjusted or settled all matters of accounts whatsoever and examine the same and to settle, adjust, arrange, compromise or submit to arbitration any account, debts, disputes, claims, actions, or proceedings in which the Company may be involved;
- to execute and sign all such deeds and documents as may be required or are proper for or in relation to all or any of the matters or purposes aforesaid;
- 37. to appoint substitute or substitutes and delegate to such substitute or substitutes all or any of the



and in any other office of the Federal, Provincial and local Government, including without prejudice to the generality of the foregoing, any Union Council, District Council, Cantonment Board, Municipal Corporation or Notified Area and Co-operative Society, Development Authority, City District Government, Capital Development Authority, Islamabad, City Deputy Collector's Office, Securities and Exchange Commission of Pakistan, Controller of Capital Issues, State Bank of Pakistan, Collector of Customs, Excise & Taxation Offices and the Chief Controller of Imports and Exports in all matters concerning the business, affairs or property of the Company;

- to present deeds and documents for registration, to execute and to admit execution thereof, to
 receive consideration and to do such further and other acts as may be necessary for the due and
 proper registration of any document for and on behalf of the Company;
- to commence, institute, prosecute and defend any action or suit whether at law of in equity or other
 proceedings necessary to protect the Company's interests, business or properly and compromise
 settle or enforce the same whether by arbitration or otherwise;
- 11. to compromise, compound or withdraw cases, to confess judgments and to refer cases to arbitration
- to sign and verify plaints, written statements, petitions of claims and objections memorands of appeal and all kinds of applications and all other forms of pleadings in any such court of other.
- to accept service of any summons, notice or writ issued by any court of jurisdiction to the Company or to us on behalf of the Company;
- to apply to any court or officer for copies of records and documents or for certified copies of any decree, order or judgement and to obtain such copies;
- to apply for inspection of and to inspect judicial records and the documents and records in any public office and to obtain copies of such documents and records;
- to file and receive back documents, to deposit and withdraw money and to grant receipts therefor;
- 17. to obtain refund of stamp, refund of stamp duty or repayment of court fees;
- to appoint and remunerate any barrister, solicitor, advocate, vakil, pleader, mukhtar, revenue agent or any legal practitioner or any accountants, valuers, surveyors and estate agents;
- to make and sign applications to appropriate government departments, local authorities or other competent authority for all and any licenses, permissions and consents required by any order, statutory instrument, regulation, byelaw or otherwise in connection with the business, management and affairs of the Company;
- to execute all bonds, deeds and documents and give such security as may be required now or at any
 future time by the Government of Pakistan or by any person, corporate body, company or firm to
 enable the Company to carry on its business;
- 21. to apply or subscribe for, buy, sell, negotiate, transfer, endorse, receive or deliver Government Promissory Notes, Government Securities and such other documents and things of a like nature as may be necessary or proper for carrying on the business of the Company and to do all or any acts and things which may be necessary or expedient in connection therewith;
- 22. to ask, demand, use, recover and receive all rents, interest, debts, moneys, effects, produce, profits, securities, goods, deeds, documents of title, chattels and things which are or may hereafter be due or deliverable to the Company or relate to any of the properties belonging to the Company or on any account whatsoever (expressly including any sum or sums of money which now is or are or may at any time hereafter be payable for or on account of principal, interest or dividend by the Government of Pakistan or by any person, corporate body, company or firm, to the Company as the holder of any

Certifled True Copyrurities, debentures and shares or on account of any such securities, debentures and shares being cancelled or paid off or on any other account whatsoever) and to sign and give effectual receipts, acquittances and discharges for the same or any part or portion thereof;

Muhammad Murtaza Ali CFO/Company Secretary NBP FULLERTON ASSET MANAGEMENT LTD. (Formerly National Fullerton Asset Management Ltd.)

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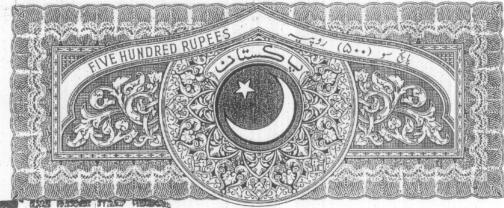
and in any other office of the Federal, Provincial and local Government, including without prejudice to the generality of the foregoing, any Union Council, District Council, Cantonment Board, Municipal Corporation or Notified Area and Co-operative Society, Development Authority, City District Government, Capital Development Authority, Islamabad, City Deputy Collector's Office, Securities and Exchange Commission of Pakistan, Controller of Capital Issues, State Bank of Pakistan, Collector of Customs, Excise & Taxation Offices and the Chief Controller of Imports and Exports in all matters concerning the business, affairs or property of the Company;

- to present deeds and documents for registration, to execute and to admit execution thereof, to
 receive consideration and to do such further and other acts as may be necessary for the due and
 proper registration of any document for and on behalf of the Company;
- to commence, institute, prosecute and defend any action or suit whether at law of in equity or of proceedings necessary to protect the Company's interests, business or property and comprohasettle or enforce the same whether by arbitration or otherwise;
- 11. to compromise, compound or withdraw cases, to confess judgments and to refer cases to arbitration
- to sign and verify plaints, written statements, petitions of claims and objections memorands of appeal and all kinds of applications and all other forms of pleadings in any such court of office;
- to accept service of any summons, notice or writ issued by any court of jurisdiction to the Company
 or to us on behalf of the Company;
- to apply to any court or officer for copies of records and documents or for certified copies of any decree, order or judgement and to obtain such copies;
- to apply for inspection of and to inspect judicial records and the documents and records in any public office and to obtain copies of such documents and records;
- to file and receive back documents, to deposit and withdraw money and to grant receipts therefor;
- 17. to obtain refund of stamp, refund of stamp duty or repayment of court fees;
- to appoint and remunerate any barrister, solicitor, advocate, vakil, pleader, mukhtar, revenue agent or any legal practitioner or any accountants, valuers, surveyors and estate agents;
- 19. to make and sign applications to appropriate government departments, local authorities or other competent authority for all and any licenses, permissions and consents required by any order, statutory instrument, regulation, byelaw or otherwise in connection with the business, management and affairs of the Company;
- to execute all bonds, deeds and documents and give such security as may be required now or at any
 future time by the Government of Pakistan or by any person, corporate body, company or firm to
 enable the Company to carry on its business;
- 21. to apply or subscribe for, buy, sell, negotiate, transfer, endorse, receive or deliver Government Promissory Notes, Government Securities and such other documents and things of a like nature as may be necessary or proper for carrying on the business of the Company and to do all or any acts and things which may be necessary or expedient in connection therewith;
- 22. to ask, demand, use, recover and receive all rents, interest, debts, moneys, effects, produce, profits, securities, goods, deeds, documents of title, chattels and things which are or may hereafter be due or deliverable to the Company or relate to any of the properties belonging to the Company or on any account whatsoever (expressly including any sum or sums of money which now is or are or may at any time hereafter be payable for or on account of principal, interest or dividend by the Government of Pakistan or by any person, corporate body, company or firm, to the Company as the holder of any

Certified True Copycurities, debentures and shares or on account of any such securities, debentures and shares being cancelled or paid off or on any other account whatsoever) and to sign and give effectual receipts, acquittances and discharges for the same or any part or portion thereof;

Muhammad Murtaza Ali CFO/Company Secretary NBP FULLERTON ASSET MANAGEMENT LTD. (Bormerly Molional Fullerton Asset Management Ltd.)

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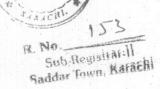
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Muhammad Murtaza Ali CFO(Company Secretary NBP FULLETON ASSET MANAGEMENT LTD

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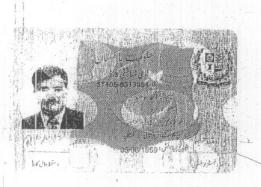
(formerly leaded tweeter asset the company in the SE PRESENTS that we, the authorized Directors of National Fullerton Asset

Management Limited, a company incorporated in Pakistan under the Companies Ordinance, 1984 and
having its registered office at Mohammadi House (c/o NDLC-IFIC Bank Bank Limited), I.I. Chundrigar

tood, Karachi, Pakistan (the "Company"), pursuant to the Articles of Association of the Company and
resolution dated September 13, 2005 passed by the Board of Directors of the Company, have appointed Dr.

Amjad Waheed, Chief Executive of the Company, to be the true and lawful attorney (the "Attorney") of
the Company, in the name of the Company and on its behalf to do the following acts, deeds and things:

- to appear before any authority to represent the Company, to appear in public meetings or elections
 or official assemblages and vote for and elect any person or persons and take part in deliberations in
 the name and on behalf of the Company;
- to use, sign and attest the name and style of the Company in any transactions, deed, document of
 title on all such occasions as may be necessary or expedient for conducting the business of the
 Company or for the due and proper management of the lands and buildings leased or purchased or
 to be leased or purchased by the Company;
- to transact, manage and carry on the business of the Company and do all matters and things
 requisite and necessary or in any manner connected with or having reference to the administration,
 control and operation of the business and affairs of the Company;
- to manage the business affairs, investments, securities and property of the Company;
- to engage, employ, retain, dismiss, terminate or disperse with the services of personnel, agents, contractors, legal and technical advisers and other professionals and to insure against liability to such personnel or persons acting under any statue or otherwise;
- to take all such measures as may be necessary for ensuring the safety of the personnel of the Company, contractors and third parties;
- 7. to insure the moveable and immovable assets of the Company;
- to appear and act in all courts, civil, revenue or criminal, whether original or appellate in the offices
 of the District Registrar and Sub-Registrar of Deeds and Assurances for registration of documents





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Sub-Registrar-II Saddar Town, Karachi



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN SPECIALIZED COMPANIES DIVISION NBFC DEPARTMENT

No.NBFC/RS/JD-VS/NAFA/NIF/6/3/2010

August 03, 2010

Mr. Hussain A. Naqvi Chief Operating Officer National Fullerton Asset Management Ltd. 9th Floor, Adamjee House I.I. Chundrigar Road Karachi-74000

Saddar Town, Karachi

Amendments in the Trust Deed of NAFA Income Fund (NIF) - First Subject: Supplemental Trust Deed

Dear Sir,

Please refer to your letter dated July 08, 2010 wherein you have sought approval for amendments in the First Supplemental Trust Deed of NAFA Income Fund.

In this regard, I am directed to inform you that the amendments proposed by National Fullerton Asset Management Limited in the First Supplemental Trust Deed of NAFA Income Fund have been acceded to by the Securities and Exchange Commission of

Further, you are advised to inform/notify the unit holders regarding the proposed amendments in the trust deed as per provision of the said documents.

Yours truly,

Vinod Sitani (Joint Director)

Mr. Zahid Hussain Vasnani AGM, Trustee & Custodial Operations CDC House, 99-B, Block B*, S.M.C.H.S., Main Shahra-e-Faisal, Karachi-74400



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN SPECIALIZED COMPANIES DIVISION NBFC DEPARTMENT

No.NBFC/RS/JD-VS/NAFA/NIF/6/3/2010

August 03, 2010

Mr. Hussain A. Naqvi Chief Operating Officer National Fullerton Asset Management Ltd. 9th Floor, Adamjee House I.I. Chundrigar Road Karachi-74000

Sub-Registrar-II Saddar Town, Karachi

Subject: Amendments in the Trust Deed of NAFA Income Fund (NIF) - First Supplemental Trust Deed

Dear Sir,

Please refer to your letter dated July 08, 2010 wherein you have sought approval for amendments in the First Supplemental Trust Deed of NAFA Income Fund.

In this regard, I am directed to inform you that the amendments proposed by National Fullerton Asset Management Limited in the First Supplemental Trust Deed of NAFA Income Fund have been acceded to by the Securities and Exchange Commission of Pakistan.

Further, you are advised to inform/notify the unit holders regarding the proposed amendments in the trust deed as per provision of the said documents.

Yours truly,

Vinod Sitani (Joint Director)

Cc. Mr. Zahid Hussain Vasnani AGM, Trustee & Custodial Operations

CDC House, 99-B, Block 'B", S.M.C.H.S., Main Shahra-e-Faisal, Karachi-74400



Sub-Registrar-Il Saddar Town, Karachi

To accept on the Company's behalf service of processes and any notices required to be served on the Company as trustee of mutual funds, as registrar/transfer agent and as custodian/sub-custodians of securities and to acknowledge receipts thereof.

I HEREBY UNDERTAKE TO RATIFY AND CONFIRM that all the acts, things and deeds done by the Sub-Attorney by virtue of these presents shall be considered as acts, things and deeds done by the Company i.e. Central Depository Company of Pakistan Limited in its capacity as trustee, custodian, sub-custodian and as registrar/ transfer agent.

The Specimen signature of the Sub-Attorney is as follows:

IN WITNESS WHEREOF, I have executed this Sub-Power of Attorney on 4TH day of February 2009, before the Witnesses mentioned below.

Kamran Ahmed Qazi

Muhammad Khurram

EXECUTANT: MOHAMMAD HANIF JAKHURA

16 FEB 2009

WITNESSES:

NIC #: 42201-0522034-5

NIC #: 42301-0576375-3

Certified True Copy

Kamran Ahmed Qazi CFO & Company Secretary

Page 3 of 3

Sub-Registrar-II Saddar Town, Karachi

as "the Sub-Attorney") to do, effectuate and fulfill all or any of the following acts, things and deeds: -

- To represent the Company in all matters relating to its registrar/transfer agency services, trusteeship services in relation to mutual funds and custodial and subcustodial services and to act for the Company in all respects in such capacities.
- To execute agreements, deeds and documents in relation to the Company's functions as registrar/transfer agent of issuers of securities and for this purpose, to deal with and generally to represent the Company to the issuers and to the holders of shares and securities of such issuers on all matters relating to the Company's services as registrar/transfer agent.
- To execute trust deeds, supplemental trust deeds, deeds of change of trustees in respect of open-ended, closed-end and pension funds for which the Company is appointed as trustee (collectively "the mutual funds") and to get the same registered with the Sub-Registrar and to appear before the Sub-Registrars and execute and admit the execution thereof and to fulfill all legal and procedural formalities in connection therewith.
- To appoint custodians and sub-custodians in respect of shares and securities of mutual funds and to execute custodian agreements, sub-custodial agreements and other such related agreements by whatever name called.

To institute, conduct, defend any suits or legal proceedings, whether criminal or civil, by or against the Company or its officers or otherwise in relation to its capacity as trustee of mutual funds, as registrar/transfer agents of issuers and/or as custodians of securities held by the Company on account of the clients and concerning any affairs of any mutual funds and/or issuers and/or clients for which the Company may be performing custodial services, in any Court or Tribunal or before any Government official; to file appeals, review and revision and other applications and petitions, and in connection therewith, to retain and employ such attorneys, solicitors, advocates, notaries, counsel or other professional aid or assistance as to the Sub-Attorney shall seem fit; and, for that purpose, to sign on the Company's behalf all such authorities and documents as may from time to time be needed or expedient and to sign and verify any pleadings, documents, deeds or any applications and to affirm affidavits and for such purpose to appear before the courts, judges, magistrates or other officers wherever necessary.

To manage, superintend and deal with all the affairs of the Company's Trustee, Registrar/Transfer Agent and/or Custodial Service Departments and to represent the Company to the investment advisers, asset management companies, pension fund managers, issuers of securities, stock brokers, banks, financial institutions, investors, unit holders, certificate holders, distribution companies, investment facilitators, stock exchanges and other concerned persons and entities having dealings with the Company in its capacity as trustee of mutual funds, in its capacity as registrar/transfer agent and in its capacity as custodian or subcustodian of securities.

To attend and vote and represent mutual funds at meetings of the shareholders of any company or corporation, and to act as proxy or appoint a proxy on the Company's behalf as trustee of the Funds and to sign and deliver proxy forms, authorizations and other mandates in favour of asset management companies, investment advisory companies, pension fund managers, etc. for whose Funds the Company is appointed as trustee.

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Kamran Ahmed Qazi

CFO & Company Secretary

Page 2 of 3

Sub-Registrar-II
Saddar Town, Karachi

as "the Sub-Attorney") to do, effectuate and fulfill all or any of the following acts, things and deeds: —

- To represent the Company in all matters relating to its registrar/transfer agency services, trusteeship services in relation to mutual funds and custodial and subcustodial services and to act for the Company in all respects in such capacities.
- To execute agreements, deeds and documents in relation to the Company's
 functions as registrar/transfer agent of issuers of securities and for this purpose, to
 deal with and generally to represent the Company to the issuers and to the holders
 of shares and securities of such issuers on all matters relating to the Company's
 services as registrar/transfer agent.
- 3. To execute trust deeds, supplemental trust deeds, deeds of change of trustees in respect of open-ended, closed-end and pension funds for which the Company is appointed as trustee (collectively "the mutual funds") and to get the same registered with the Sub-Registrar and to appear before the Sub-Registrars and execute and admit the execution thereof and to fulfill all legal and procedural formalities in connection therewith.
 - To appoint custodians and sub-custodians in respect of shares and securities of mutual funds and to execute custodian agreements, sub-custodial agreements and other such related agreements by whatever name called.

To institute, conduct, defend any suits or legal proceedings, whether criminal or civil, by or against the Company or its officers or otherwise in relation to its capacity as trustee of mutual funds, as registrar/transfer agents of issuers and/or as custodians of securities held by the Company on account of the clients and concerning any affairs of any mutual funds and/or issuers and/or clients for which the Company may be performing custodial services, in any Court or Tribunal or before any Government official; to file appeals, review and revision and other applications and petitions, and in connection therewith, to retain and employ such attorneys, solicitors, advocates, notaries, counsel or other professional aid or assistance as to the Sub-Attorney shall seem fit; and, for that purpose, to sign on the Company's behalf all such authorities and documents as may from time to time be needed or expedient and to sign and verify any pleadings, documents, deeds or any applications and to affirm affidavits and for such purpose to appear before the courts, judges, magistrates or other officers wherever necessary.

6. To manage, superintend and deal with all the affairs of the Company's Trustee, Registrar/Transfer Agent and/or Custodial Service Departments and to represent the Company to the investment advisers, asset management companies, pension fund managers, issuers of securities, stock brokers, banks, financial institutions, investors, unit holders, certificate holders, distribution companies, investment facilitators, stock exchanges and other concerned persons and entities having dealings with the Company in its capacity as trustee of mutual funds, in its capacity as registrar/transfer agent and in its capacity as custodian or subcustodian of securities.

To attend and vote and represent mutual funds at meetings of the shareholders of any company or corporation, and to act as proxy or appoint a proxy on the Company's behalf as trustee of the Funds and to sign and deliver proxy forms, authorizations and other mandates in favour of asset management companies, investment advisory companies, pension fund managers, etc. for whose Funds the Company is appointed as trustee.

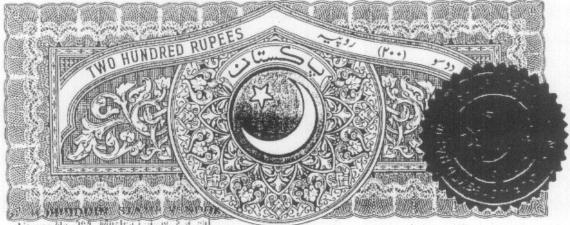
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Kamran Ahmed Qazi

CFO & Company Secretary



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0 2 FEB 2009

TO DO (ALLENDO)

SUB-POWER OF ATTORNEY

No. 153 Sub-Registrar-II Saddar Town, Karachi



KNOW ALL MEN BY THESE PRESENTS:

THAT Central Depository Company of Pakistan Limited, a company incommend under the Companies Ordinance, 1984, registered with the Securities & Torchanges Commission of Pakistan, as a central depository company and having its Registered Office at CDC House, 99-B, Block "B", S.M.C.S.H, Shahrah-e-Faisal, Karachi {(previously at 8th Floor, Karachi Stock Exchange Building, Stock Exchange Road, Karachi) (hereinafter referred to as "the Company")), has appointed me, MOHAMMAD HANIF JAKHURA son of Mr. Dawood Usman Jakhura, the Chief Executive Officer of the Company as its true and lawful agent and attorney to act for the Company in all matters relating to conduct and management of business and affairs of the Company in terms of the General Power of Attorney dated December 31, 2002, pursuant to the Resolution passed by the Board of Directors in the 86th Meeting held on December 23, 2002, which General Power of Attorney has been duly registered in the office of the Sub-Registrar "T" Division, I-B Karachi, under Registered No. 354, of Book No. 11, dated December 31, 2002 and M.F. Roll No.5902/1074 dated 31-01-2003 of the Photo Registrar, Karachi. (hereinafter referred to as "the General Power of Attorney").

AND THAT under the said General Power of Attorney, I am authorized to delegate all or any of my powers and authorizations to Sub-Attorney(s) under Sub-Power(s) of Attorney.

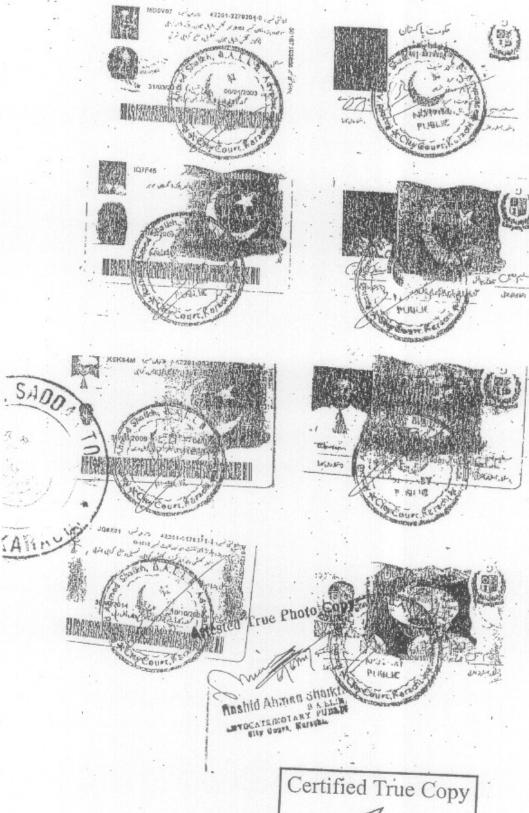
AND THAT since I am required to travel out of Karachi from time to time in connection with the business of the Company or due to other business commitment, it is necessary for me to appoint Sub-Attorney(s) and to issue Sub-Power(s) of Attorney in favour of the Company's designated officer(s) to enable them to act on behalf of the Company from time to time.

NOW THEREFORE BY THESE PRESENTS, I Mohammad Hanif Jakhura son of Mr. Dawood Usman Jakhura, holding CNIC No. 42201-2279204-9, the Chief Executive Officer and legally constituted Attorney of the Company, hereby constitute, Certifical rules Company. Abdul Samad son of Mr. Abdul Rasheed, holding CNIC No. 42101-1818807-7, the Head of Share Registrar & Back Office Accounting Services of the Company, as Company's legally constituted Sub-Attorney (hereinafter referred to

Page 1 of 3

Kamran Ahmed Qazi

Company Secretary



H. No. 153
Sub-Registrat-II
Saddar Town, Karachi

5400

Sub-Registrar:11 Saddar Town, Karachi

IN WITNESS WHEREOF, I have executed this Sub-Power of Attorney on 29th day of May 2007, before the Witnesses mentioned below.

> EXECUTANT: MOHAMMAD HANIF JAKHURA

WITNESSES:

Kamran Ahmed Qazi

NIC #: 42201-0522034-5

Muhammad Khurram

NIC #: 42301-0576375-3



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To institute, conduct, defend any suits or legal proceedings, whether criminal or civil, by or against the Company or its officers or otherwise in relation to its capacity as trustee of the Funds and concerning any affairs of any Fund or Funds, in any Court or Tribunal or before any Government official; to file appeals, review and revision and other applications and petitions, and in connection therewith, to retain and employ such attorneys, solicitors, advocates, notaries, counsel or other professional aid or assistance as to the Sub-Attorney shall seem fit; and, for that purpose, to sign on the Company's behalf all such authorities and documents as may from time to time be needed or expedient and to sign and verify any pleadings, documents, deeds or any applications and to affirm affidavits and for such purpose to appear before the courts, judges, magistrates or other officers wherever necessary.

II. TO ACT SINGLY:

Sub-Registrar-II

1. To manage, superintend and deal with all the affairs of the Company's Trustee and Custodial Service Department and to represent the Company to the investment advisers, asset management companies and pension fund managers, stock brokers, banks, financial institutions, investors, unit holders, certificate holders, distribution companies, investment facilitators, issuers, stock exchanges and other concerned persons and entities having dealings with the Company in its capacity as trustee of the Funds.

To attend and vote and represent the Funds at meetings of the shareholders of any company or corporation, and to act as proxy or appoint a proxy on the Company's behalf as trustee of the Funds and to sign and deliver proxy forms, authorizations and other mandates in favour of asset management companies, investment advisory companies, pension fund managers, etc. for whose Funds the Company is appointed as trustee.

To accept on the Company's behalf service of processes and any notices required to be served on the Company as trustee of the Funds and to acknowledge receipt thereof.

I HEREBY UNDERTAKE TO RATIFY AND CONFIRM that all the acts, things and deeds done by the Sub-Attorney, jointly with one other legally constituted attorney or sub-attorney or an authorized officer of the Company as mentioned in Clauses I.1 to I.6 above, or singly as mentioned in Clauses. II.1 to II.3 above, by virtue of these presents shall be considered as acts, things and deeds done by the Company i.e. Central Depository Company of Pakistan Limited in its capacity as custodian and as trustee of the Funds.

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Company OR singly as stipulated hereafter and to issue a Sub-Power of Attorney in his favour.

*NOW THEREFORE BY THESE PRESENTS, I Mohammad Hanif Jakhura son of Mr. Dawood Usman Jakhura, holding NIC No. 42201-2279204-9, the Chief Executive Officer and a legally constituted Attorney of the Company, hereby constitute, ordain and appoint Mr. Atiqur Rehman son of Mr. Abul Kalam Azad, holding CNIC No. 42501-9253203-1, the Head of Trustee and Custodial Services Department of the Company, as Company's legally constituted Sub-Attorney (hereinafter referred to as "the Sub-Attorney") to do; effectuate and fulfill all or any of the following acts, things and deeds, EITHER jointly with one other legally Sub-Registrar-II constituted attorney or sub-attorney or an officer of waddar Town, Karachi Company OR singly as specified:—

- I. TO ACT JOINTLY WITH ANOTHER LEGALLY CONSTITUTED ATTORNEY OR SUB-ATTORNEY OR AN AUTHORIZED OFFICER OF THE COMPANY:
- To execute trust deeds, supplemental trust deeds, deeds of change of trustees in respect of open-ended, closed-end and pension funds for which the Company is appointed as trustee (collectively "the Funds") and to get the same registered with the Sub-Registrar and to appear before the Sub-Registrars and execute and admit the execution thereof and to fulfill all legal and procedural formalities in connection therewith.
- To appoint custodians and sub-custodians in respect of shares and securities of the Funds and to execute custodian agreements, sub-custodial agreements and other such related agreements by whatever name called.
 - To deliver and accept deliveries of shares and securities on account of the Funds, to and from stock brokers, banks, financial institutions, counter parties, custodians, subcustodians, etc.

draw and sign cheques and other orders for the payment of pney on any banks or bankers or any Government Treasury any other Government establishment, department, offices, the Company's capacity as trustee of the Funds and custodians of securities of other parties, as may be necessary and to also operate bank accounts of the Funds.

To represent the Company in all matters as a trustee and/or custodian and to act for the Company in all respects in that capacity.

Page 2 of 4

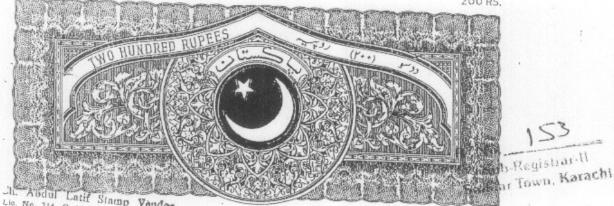
Certified True Copy

Kamran Ahmed Qazi CFO & Company Secretary

SMOOTH







Lie. No. 214. O. Market. Plot Ro. 5445, 2 9 MAY 2007 to the low in wife Doness.

STAMP VENDOR'S SIGNATURE

SUB-POWER OF ATTORNS

KNOW ALL MEN BY THESE PRESENTS:

THAT Central Depository Company of Pakistan Limited, a company incorporated under the Companies Ordinance, 1984 and registered with the Securities & Exchange Commission of Pakistan, as a central depository company and having its Registered Office at CDC House, 99-B, Block 'B', S.M.C.H.S. Main Shahrah-e-Faisal Karachi, (hereinafter referred to as "the Company"), has appointed me, MOHAMMAD HANIF JAKHURA son of Mr. Dawood Usman Jakhura, the Chief Executive Officer of the Company as its true and lawful agent and attorney to act for the Company in all matters relating to conduct and management of business and affairs of the Company in terms of the General Power of Attorney dated December 31, 2002, pursuant to the Resolution passed by the Board of Directors in the 86th Meeting held on December 23, 2002, which General Power of Attorney has been duly registered in the office of the Sub-Registrar "T" Division, I-B Karachi, under Registered No. 42, Karachi dated December 31, 2002 (hereinafter referred to as "the General Power of Attorney").

AND THAT under the said General Power of Attorney, I am authorized to delegate all or any of my powers and authorizations to Sub-Attorney(s) under Sub-Power(s) of Attorney.

AND THAT due to my pre-occupation with other affairs of the suppany, it is necessary for me to appoint a Sub-Attorney for Department of the Company EITHER jointly with one other legally constituted attorney or sub-attorney or an authorized officer of the

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Page 1 of 4

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R. No. 153
Sub-Registrar-II
Saddar Town, Karachi

EXTRACTS OF MINUTES OF THE 28TH MEETING OF THE BOARD OF DIRECTORS OF NBP FULLERTON ASSET MANAGEMENT LIMITED (FORMERLY NATIONAL FULLERTON ASSET MANAGEMENT LIMITED) HELD ON AUGUST 25, 2010

Item 6:

To approve the Supplemental Trust Deeds of NAFA Cash Fund, NAFA Multi Asset Fund, NAFA Stock Fund, NAFA Islamic Income Fund, NAFA Islamic Multi Asset Fund, NAFA Income Fund, and NAFA Savings Plus Fund.

The Board was informed that the Trust Deeds of NCF, NMF, NSF, NIIF, NIMF, NIF, and NSPF need various amendments as a consequence of; (i) changes in the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003, (ii) changes in the Non-Banking Finance Companies and Notified Entities Regulations, 2008, (iii) categorization of Collective Investment Schemes as per Circular 7 of 2009 dated March 06, 2009, (iv) change in the name of NAFA Cash Fund to NAFA Income Opportunity Fund, (v) the change in name of NAFA Islamic Income Fund to NAFA Islamic Aggressive Income Fund, (vi) change in the registered address of the management company, (v) change in the name of the management company from National Fullerton Asset Management Limited to NBP Fullerton Asset Management Limited, etc. After due deliberations, the Board voiced its approval and the following resolutions were passed:

Resolved that the Supplemental Trust Deeds of NAFA Cash Fund, NAFA Multi Asset Fund, NAFA Stock Fund, NAFA Islamic Income Fund, NAFA Islamic Multi Asset Fund, NAFA Income Fund, and NAFA Savings Plus Fund be and are hereby approved.

Further Resolved that the Chief Executive Officer and the Company Secretary, be and are hereby jointly authorized to execute above mentioned Supplemental Trust Deeds, and get these Trust Deeds registered, and to appear before the sub registrars of Assurances or other officials and to fulfill and comply with all legal, corporate and procedural formalities in connection therewith.

Certified True Copy

Muhammad Murtaza Ali
CFO/Company Secretary
NBP FULLERTON ASSET MANAGEMENT LTD.
Iformerly National Fullerton Asset Management Ltd.)

NBP Fullerton Asset Management Limited





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Abdul Samael Abdul Rasheed Head of Trute vut. II ... Miss./ Miss .. S/o./W/o./D/o... Executing Party Occupation Muslim Adults, Age Club RIO FIALA. D Melnatel Enlacing
Rio Fiala. D Melnatel Enlacing
Karachi admits execution of this deed Block Melny tell 9667140 States that he personally knows the above executant and identifies Registered No: Da G: 7 SEP 2010

Date 07.09.2010

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

The Trustee and the Management Company hereby certify that in their opinion, the above amendments are required to enable the provisions of the Trust Deed to be more conveniently and economically managed and that the same shall not prejudice the interests of the Unit Holders or any of them, or alter the fundamental objects of the Trust or any of them, or operate to release the Trustee or the Management Company from any responsibility to the Unit Holders.

IN WITNESS WHEREOF, this First Supplemental Trust Deed has been executed on the day and year first written above.

The Common Seal of NBP Fullerton Asset Management Limited (Formerly; National Fullerton Asset Management Limited) has hereunto been fixed in the presence of:

Sub-Registrar-II Saddar Town, Karach Signature: Name: DR- Amigal Walrecel. Designation: Signature: Name: Manumod Mortaga Al, Designation: CEO SEC CNIC No.12 301 - 100 2 For Central Depository Company of Pakistan Limited: Signature: SA Name: Alizour- Rehman Designation: Head Q muster Unit I CNIC No. Signature: Name: Dasignation: Head of ACHEMIC NO. (1) 101-

Witnesses:

1. L. NOSSHNA. NAGOV

S. A. RAZA AGISAS

Witnesses:

M.M.OMAR BAG.

ZAMID HUSSAM VASWANI