



Board of Revenue, Sindh Face Sheet

SR Office:	Saddar-II	Deed Type:	Deed of Trust	Doc ID:	232865
Property Type:	Built-Up Commercial Property	Area:	0 SQR FT		

District:	Karachi South	Taluka/Town:	Clifton Town II	Deh/Area:	Clifton Quarters Block 4
Complete Address:	REGISTERED OFFICE AT 7TH FLOOR CLIFTON DIAMOND BUILDING BLOCK-4 SCHEME 5 CLIFTON KARACHI	Computer Number:	BOR - 2017 - 17 - 463		

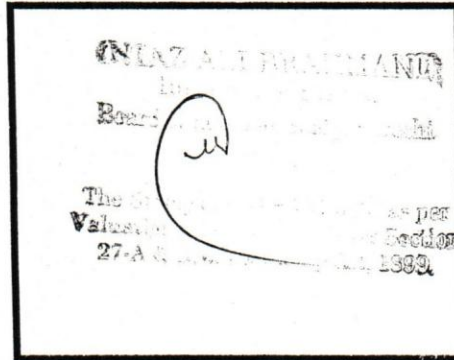
Property Details

1st Party Detail:

Full Name	CNIC	Mobile No.
M/S NATIONAL BANK FILTERTON ASSEST MANAGEMENT FUND	10010-1000100-1	
No More Members		

2nd Party Detail:

Full Name	CNIC	Mobile No.
Amjad Waheed s/o Sheikh Abdul Waheed	37405-6313954-9	
No More Members		



For Office Use Only:

RD No#: 35 RD Date: 09-Feb-2017

☐ Registration Fee: 200.00

☐ CVT: _____

☐ Gain Tax: _____

☐ Stamp Duty: 1000.00

☐ Advance Tax: _____

☐ Municipal Tax: _____

Signature (Sub Registration)

Audit Observation (if any):

The Registration Fees
CVT Registered, Checked
and Permitted

Signature (Audit Officer)

Member Inspector Team
LR 2 Karachi

08 FEB 2017

787

AMENDED AND RESTATED TRUST DEED

of

NAFA ISLAMIC INCOME FUND
(Formerly NAFA ISLAMIC AGGRESSIVE INCOME FUND)

(TO MODIFY AND RESTATE THE TRUST DEED FOR CONVERSION OF THE
SCHEME INTO SHARIAH-COMPLAINT "INCOME SCHEME")

Duly vetted by Shariah Advisor namely Mufti Ehsan Waqar

Between

NBP FULLERTON ASSET MANAGEMENT LIMITED

And

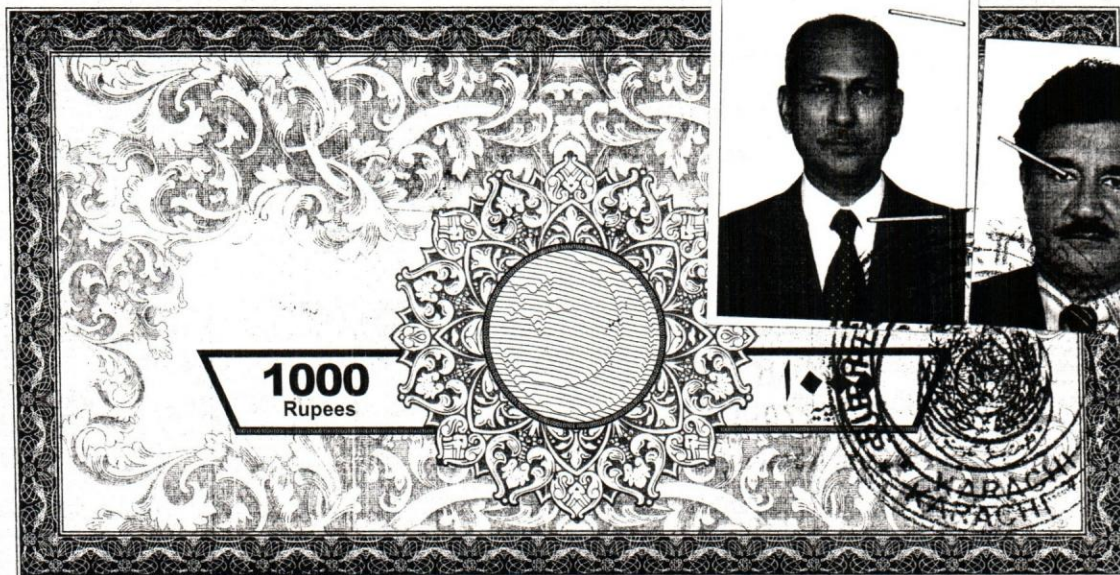
CENTRAL DEPOSITORY COMPANY OF PAKISTAN LIMITED

Dated: February 08, 2017

10/2
N.C.

2017-12-463

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ANIL AKHTAR STAMP VENDOR
Lic # 05, Shop # 64, New Ruby Centre,
Talpur Road, Boulton Market, Karachi

09 JAN 2017

24126 DATE
ISSUED TO WITH ADDRESS MR.
THROUGH WITH ADDRESS MR.

PURPOSE
VALUERS 1000 ATTACHED

STAMP VENDOR SIGNATURE
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)
Vendor Not Responsible for Fake Documents

AMENDED AND RESTATED TRUST DEED

THIS AMENDED AND RESTATED TRUST DEED is made and entered into at Karachi, on this
8th day of February 2017

1. Name of the Scheme

NAFA Islamic Income Fund (NIIF) (Formerly NAFA Islamic Aggressive Income Fund)

Category, Type and Benchmark of the Scheme

Fund Type - Open Ended

Fund Category - Shariah Compliant Income Fund

Bench Mark

The performance benchmark of the Fund for the period of return shall be the 'Average 6-months deposit rates of three A rated Schedule Islamic Banks or Islamic windows of Conventional Banks as selected by MUFAP.

Reg. No. 3S
Sub-Registrar-II
Saddar Town Karachi

3. Participating Parties and Constitution of the Trust

I. NDP Fullerton Asset Management Limited a public limited company incorporated under the Companies Ordinance, 1984 (the "Ordinance"), having its registered office at 7th Floor Clifton Diamond Building, Block No. 4, Scheme No. 5, Clifton Karachi, Pakistan (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

AND

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

WITNESSETH:

A. The Management Company has been licensed by the Securities and Exchange Commission of Pakistan (hereinafter referred to as the "SEC") as an Asset Management Company pursuant to the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (hereinafter referred to as the "Rules", which expression shall include any amendments thereto and substitutions thereof) for the purpose of undertaking

asset management services under License No. NBFC License No. AMCW/21/NAFA/AMS/10/2016 dated December 30, 2016 and License No. AMCW/02/NAFA/IA/02/2016 dated April 04, 2016 respectively, attached hereto as Annexure "A" and "A-1".

- B. The Management Company has been authorized by the SECP vide its letter bearing reference No. SEC/NBFC-11/JD-11/NIIF/607/2007 dated August 17, 2007 attached herewith as Annexure "B" to constitute the Trust under the name and title of "NAFA ISLAMIC INCOME FUND" (hereinafter referred to as "the Scheme" or "the Trust" or "the Unit Trust" or "the Fund") and to register this Amended and Restated Trust Deed ("the Deed"), pending registration of the Trust as a notified entity under Section 282CA of the Ordinance for the establishment and operation of the Trust in accordance with the provisions of the Rules and Regulations and this Amended and Restated Trust Deed;
- C. The Management Company has nominated and appointed Central Depository Company of Pakistan Limited as Trustee of the Scheme and the Trustee has accepted such appointment upon the terms and conditions herein contained and the tariff structure for trusteeship as per Annexure "C" attached herewith;
- D. The SECP has also approved the appointment of the Trustee vide its letter bearing reference No. SCD/AMCW/1000/2014 dated May 30, 2014 attached herewith as Annexure "D";

The Management Company has changed the category of the Scheme from "Aggressive Income Scheme" to "Income Scheme" and the name of the Scheme from "NAFA Islamic Aggressive Income Fund" to "NAFA Islamic Income Fund" with the approval of the Securities and Exchange Commission of Pakistan ("SECP") vide letter SCD/AMCW/NAFA/337/2016 dated December 06, 2016 and the Management Company and the Trustee have further agreed to restate the Trust Deed vide letter CDC/T&C-U1/DH/0196/2016 dated November 02, 2016 so as to bring it in conformity with the Non-Banking Finance Companies and Notified Entities Regulations, 2008 and to comply with certain directives issued by the SECP.

- F. The Management Company has appointed Mufti Ehsan Waqar as Sharia Advisor.

4. Governing Law and Jurisdiction

- 4.1 This Amended and Restated Trust Deed shall be subject to and governed by the laws of Pakistan, including the Ordinance, Rules and the Regulations, any directives or circulars issued by SECP and all applicable laws and regulations as amended or replaced from time to time. Where any Rules or Regulations are amended, any directives are issued or any relaxation or exemption is allowed by SECP it shall be deemed for all purposes whatsoever that all the provisions required to be contained in a trust deed pursuant to such amendments, directive, relaxation or exemption shall be deemed to have been incorporated in this Amended and Restated Trust Deed without requiring any modification unless specifically required by the SECP, in the event of any conflict between this Amended and Restated Trust Deed and the provisions of the Rules, the Regulations, directives, circulars, the latter shall supersede and prevail over the provisions contained in this Amended and Restated Trust Deed so far as this does not conflict with the Shari'ah.
- 4.2 In case when Shari'ah regulatory requirements are issued by SECP in the future, the Trust Deed shall be subject to and governed by such requirements.
- 4.3 Subject to the Clause 22 hereafter, applicable between the Management Company and the Trustee inter se, each party, including the Unit Holder(s), irrevocably submit to the exclusive jurisdiction of the Courts at Karachi.

5. Declaration of Trust

- 5.1 It is hereby irrevocably and unconditionally declared that:

- a) The Trustee shall hold and stand possessed the Trust Property that may from time to time hereafter be vested in the Trustee upon trust as a single common fund for the benefit of the Unit Holder(s) ranking pari passu inter se, according to the number of Units held by each Unit Holder(s);
- b) The Trust Property shall be invested or disinvested from time to time by the Trustee at the direction of the Management Company strictly in terms of the provisions contained

and the conditions stipulated in this Deed, the Offering Documents, the Rules, the Regulations and the conditions (if any) which may be imposed by the SECP from time to time; and

- c) The Management Company shall establish, manage, operate and administer the Fund in accordance with the Rules Regulations, any directive or circular on the matter this Deed and the Offering Document as amended from time to time.

Reg. No. 35
Sub-Registrar-III
Saddar Town Karachi

6. Effect of this Deed and Status of Unit Holder(s)

6.1 Deed Binding on Each Unit Holder

The terms and conditions of this Amended and Restated Trust Deed as amended, as per the term of Clause 20 of this Deed, from time to time shall be binding on each Unit Holder as if the Unit Holder had been party to it and shall be bound by its provisions and shall be deemed to have authorized and required the Trustee and the Management Company to do as required of them by the terms of this Deed and the Regulations.

6.2 Unit Holder(s) Not Liable to Make Further Payments

No Unit Holder(s) shall be liable to make any further contributions to the Fund after he has paid the purchase price of the Units as specified in the Offering Document and no further liability shall be imposed on any Unit Holder(s) in respect of the Units held by him.

6.3 Units to Rank Pari Passu

All Units and fractions thereof represent an undivided share in the Scheme and shall rank pari passu according to the number of Units held by each Unit Holder, including as to the rights of the Unit Holder(s) in the Net Assets, earnings and the receipt of the dividends and distributions. Each Unit Holder has a beneficial interest in the Trust proportionate to the Units and fractions held by such Unit Holder and shall have such rights as are set out in this Deed and the Offering Document.

6.4 Trustee Report to Unit Holders

The Trustee shall report to the Unit Holders in accordance with the Regulations,

7. Role of the Management Company

- 7.1 The Management Company shall manage, operate and administer the Scheme in accordance with the Rules, Regulations directives, circulars and guidelines issued by SECP and Shari'ah Advisor, and this Deed and the Offering Document.
- 7.2 The Management Company may from time to time, with the consent of the Trustee, frame procedures for conducting the business of the Trust or in respect of any other matter incidental thereto; provided that such procedures are not inconsistent with the provisions of the Rules and the Regulations any directives, circulars and guidelines issued by SECP and this Deed.
- 7.3 The Management Company shall be responsible to facilitate investments and disinvestments by investors in the Scheme and to make adequate arrangements for receiving and processing applications in this regard.
- 7.4 The Management Company, shall from time to time under intimation to the Trustee appoint, remove or replace one or more suitable persons, entities or parties as Distributor(s) for carrying on Distribution Function(s) at one or more location(s). Provided that the Management Company may also itself act as a Distributor for carrying on Distribution Functions
- 7.5 The Management Company may, at its own responsibility and costs (to be borne either from the front end load or management fee received), from time to time appoint Investment Facilitators to assist it in promoting sales of Units. An updated list of Distributors and Investment Facilitators appointed by AMC shall be made available at all times on the website of the AMC.
- 7.6 The Management Company shall not be under any liability except such liability as may be expressly assumed by it under the Rules, Regulations, this Deed and the Offering Documents, nor shall the Management Company (save as herein otherwise provided) be

liable for any act or omission of the Trustee nor for anything except for negligence or willful breach of duty and the acts and omissions of all persons to whom it may delegate any of its functions as manager as if they were its own acts and omissions. If for any reason it becomes impossible or impracticable to carry out the provisions of this Deed and the Offering Document, the Management Company shall not be under any liability thereof or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.

- 7.7 The Management Company shall nominate and notify to the Trustee one or more of its officer(s) to act as authorized persons for interacting with and giving instructions to the Trustee. Any instruction or notice given by such authorized persons shall be deemed to be the instruction or notice given by the Management Company. Any change in such authorized persons shall promptly be notified to the Trustee.
- 7.8 The Management Company shall, from time to time, advise the Trustee of any settlement instructions relating to any transactions entered into by it on behalf of the Trust. The Management Company shall ensure that settlement instructions are given promptly after entering into the transaction so as to facilitate timely settlement]
- 7.9 The Management Company shall provide the Trustee with regular reports indicating interest income and other forms of income or inflows, relating to the investments that are due to be received.
- 7.10 The Management Company may, if it considers necessary for the protection of Trust Property or safeguarding the interest of the Unit Holders, request the Trustee to institute or defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in respect of the Trust Property or any part thereof at the cost of the Fund.
- 7.11 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 on its website.
- 7.12 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 timely acknowledgement of the said applications.
- 7.13 The Management Company shall announce the Net Asset Value (NAV) of the Scheme within such time period and at such frequency as prescribed by SECP from time to time and shall disclose such time period and frequency in the Offering Document.

8. Role of the Trustee

- 8.1 The trustee shall perform its role as specified in the Rules, Regulation and directives issued there under, this Deed and the Offering Document.
- 8.2 The Trustee shall nominate one or more of its officers to act as authorized persons for performing the Trustee's functions and for interacting with the Management Company. Any change in such authorized persons shall be promptly notified to the Management Company.
- 8.3 The Trustee shall under prior intimation to the Management Company appoint, remove or replace from time to time one or more bank(s) and/or other depository company(ies) etc. to act as the Custodian(s) for holding and protecting the Trust Property and every part thereof and for generally performing the custodial services at one or more locations and on such terms as the Trustee and the Management Company may mutually agree and to be incorporated in custodial services agreement(s) to be entered into between the Trustee and the Custodian(s), except where the Trustee itself is acting as a Custodian.
- 8.4 The Trustee shall be responsible for the acts and omissions of all persons to whom it may delegate any of its duties, as if these were its own acts and omissions and shall account to the Trust for any loss in value of the Trust Property where such loss has been caused by gross negligence or any reckless act or omission of the Trustee or any of its directors, officers, nominees or agents.
- 8.5 The Trustee shall exercise all due diligence and vigilance in carrying out its duties and in protecting the interests of the Unit Holder(s). The Trustee shall not be under any liability on account of anything done or suffered by the Trust, if the Trustee had acted in good faith in performance of its duties under this Amended and Restated Trust Deed or in accordance



with or pursuant to any request of the Management Company provided it is not in conflict with the provisions of this Amended and Restated Trust Deed or the Rules and Regulations. Whenever pursuant to any provision of this Amended and Restated Trust Deed, any instruction, certificate, notice, direction or other communication is required to be given by the Management Company, the Trustee may accept as sufficient evidence thereof:

- a) a document signed or purporting to be signed on behalf of the Management Company by any authorized representative(s) whose signature the Trustee is for the time being authorized in writing by the Management Committee to accept; and
 - b) any Instructions received online through the software solution adopted by the Management Company/Trustee in consultation with each other shall be deemed to be instructions from the authorized representative(s)
- 8.6 The Trustee shall not be liable for any loss caused to the Fund or to the value of the Trust Property due to any elements or circumstances of Force Majeure
- 8.7 In the event of any loss caused due to any gross negligence or willful act and/or omission, the Trustee shall have an obligation to replace the lost investment forthwith with similar investment of the same class and issue together with all rights and privileges pertaining thereto or compensate the Trust to the extent of such loss. However the trustee shall not be under any liability thereof or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.
- 8.8 The Trustee shall make available or ensure that there is made available to the Management Company such information as the Management Company may reasonably require from time to time in respect of the Trust Property and all other matters relating to the Trust.
- 8.9 The Trustee shall, if requested by Management Company or if it considers necessary for the protection of Trust Property or safeguarding the interest of Unit Holder(s), institute or defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in respect of the Trust Property or any part thereof, with full powers to sign, swear, verify and submit pleadings and affidavits, to file documents, to give evidence, to appoint and remove counsel and to do all incidental acts, things and deeds through the Trustee's authorized director(s) and officer(s). All costs, charges and expenses (including legal fees) incurred in instituting or defending any such action shall be borne by the Trust and the Trustee shall be indemnified against all such costs, charges and expenses: Provided that no such indemnity shall be available in respect of any action taken against the Trustee for gross negligence or breach of its duties in connection with the Trust under this Deed or the Rules and Regulations. For the avoidance of doubt it is clarified that notwithstanding anything contained in this Deed, the Trustee and the Management Company shall not be liable in respect of any losses, claims, damages or other liabilities whatsoever suffered or incurred by the Trust arising from or consequent to any such suit, proceeding, arbitration or inquiry or corporate or shareholders' action or otherwise howsoever and (save as herein otherwise provided) all such losses, claims, damages and other liabilities shall be borne by the Trust.
- 8.10 The Trustee shall not be under any liability except such liability as may be expressly assumed by it under the Rules and Regulations and this Amended and Restated Trust Deed nor shall the Trustee be liable for any act or omission of the Management Company nor for anything except for loss caused due to its willful acts or omissions or gross negligence or that of its agents in relation to any custody of the Trust Property forming part of the Deposited Property. If for any reason it becomes impossible or impracticable to carry out the provisions of this Deed the Trustee shall not be under any liability thereof or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.

- 8.11 The Trustee shall promptly forward to the Management Company within one Business Day any notices, reports or other documents issued by the issuers of securities, recipients of any of the Trust funds (as deposits, refunds, distribution of dividends, income, profits, repayment of capital or for any other reason), any depository, an intermediary or agent in any transaction or from any court, government, regulator, stock exchange or any other exchange.

9. Trust Property

- 9.1 The aggregate proceeds of all Units issued from time to time after deducting Duties and Charges, Transactions Costs and any applicable Sales Load, shall constitute part of the Trust Property and includes the Investment and all income, profit and other benefits arising

there from and all cash, bank balances and other assets and property of every description for the time being held or deemed to be held upon trust by the Trustee for the benefit of the Unit Holder(s) pursuant to this Deed but does not include any amount payable to the Unit Holders as distribution. However any profit earned on the amount payable to the Unit Holders as distribution shall become part of the Trust Property.

- 9.2 Islamic Bank accounts and/or Bank Accounts with licensed Islamic Windows of Conventional banks for the Fund shall always be in the name of the Trustee.
- 9.3 All expenses incurred by the Trustee in effecting the registerable Investments in its name shall be payable out of the Trust Property.
- 9.4 Except as specifically provided in this Amended and Restated Trust Deed, the Trust Property shall always be kept as separate property free from any mortgages, charges, liens or any other encumbrances whatsoever and the Trustee or the Custodian shall not, except for the purpose of the Scheme as directed by the Management Company, create or purport to create any mortgages, charges, liens or any other encumbrance whatsoever to secure any loan, guarantee or any other obligation actual or contingent incurred assumed or undertaken by the Trustee or the Custodian or any other person.

10. Voting Rights on Trust Property

- 10.1 All rights of voting attached to any Trust Property shall be exercisable by the Management Company on behalf of the Trustee and it shall be entitled to exercise the said rights in what it may consider to be in the best interest of the Unit Holders and may refrain at its own discretion from the exercise of any voting rights and the Trustee or the Unit Holders shall not have any right to interfere or complain.
- 10.2 The Trustee shall upon written request by the Management Company and on account of the Trust Property, from time to time execute and deliver or cause to be executed or delivered to the Management Company or their nominees powers of attorneys or proxies authorizing such attorneys and proxies to vote, consent or otherwise act in respect of any investment in such form and in favor of such persons as the Management Company may require in writing.

The phrase "rights of voting" or the word "vote" used in this clause shall be deemed to include not only a vote at a meeting but the right to elect or appoint directors, any consent to or approval of any arrangement scheme or resolution or any alteration in or abandonment of any rights attaching to any Investment and the right to requisition or join in a requisition to convene any meeting or to give notice of any resolution or to circulate any statement. The Management Company shall keep record stating the reasons for casting the vote in favor or against any resolution for a period of six years.

11. Shari'ah Governance / Shari'ah Advisory Services

- 11.1 All activities of the Fund shall be undertaken in accordance with the Shari'ah Guidelines provided by Shari'ah Advisor.
- 11.2 The Management Company shall appoint a Shari'ah Advisor who shall advise the Management Company on matters relating to Shari'ah Compliance.
- 11.3 The Shari'ah Advisor shall be appointed for a period mutually agreed between the Management Company and such Shari'ah Advisor, as disclosed in the Offering Document and may be re-appointed on completion of the term. The Management Company may terminate its agreement with the Shari'ah Advisor as per the Management Company's respective agreement with the Shari'ah Advisor and appoint a new Shari'ah Advisor under intimation to the Trustee. Provided that the Management Company shall inform the Commission at least one month in advance for change in the Shari'ah Advisor.

12. Investment of Trust Property and Exposure Limits

12.1 Investment Objective

The objective of NAFA Islamic Income Fund (NIIF) (Formerly NAFA Islamic Aggressive Income Fund) is to earn a reasonable rate of return in a Shariah compliant manner by investing in Shariah compliant debt securities, money markets instruments and bank deposits.

The Fund will comprise of investments of various investment horizons, with a significant amount invested in short term investments for the purpose of maintaining sufficient liquidity. All investments of the Fund will be as per the guidelines of the Shariah Advisor of the Fund.

12.2 Investment Policy

The Investment Policy of the Fund shall be in accordance with the Rules, Regulations and directives issued by SECP and shall be specified in the Offering Document.

12.3 Investment and Exposure Limits

The Trust Property shall be invested by the Trustee from time to time as directed by the Management Company subject to the provisions of Rules, Regulations and directives issued thereunder and the Offering Documents.

12.4 Financing Arrangements / Borrowing Restrictions

12.4.1 Subject to any statutory requirements for the time being in force and to the terms and conditions herein contained, the Management Company may arrange financing for account of the Scheme, with the approval of the Trustee, from Banks, financial institutions, non-banking finance companies or such other companies as specified by the Commission from time to time. The financing, however, shall not be resorted to, except for meeting the redemption requests and shall be repayable within a period of ninety days and such financing shall not exceed fifteen per cent of the Net Asset of the Scheme at the time of financing or such other limit as specified by the Commission. Financing arrangement will only be made under the Islamic modes of finance and with the approval of the Shariah Advisor of the fund.

12.4.2 The charges payable to any bank, non-banking finance companies or financial institution against financings on account of the Scheme as permissible under Clause 11.4.1 above, shall not be higher than the normal prevailing bank charges or normal market rates.

12.4.3 Neither the Trustee, nor the Management Company shall be required to issue any guarantee or provide security over their own assets for securing financings from banks and financial institutions. The Trustee or the Management Company shall not in any manner be liable in their personal capacities for repayment of financings.

For the purposes of securing any financing the Trustee may, subject to clause 11.4.1 above, on the instruction of the Management Company mortgage, charge or pledge in any manner all or any part of the Trust Property.

12.4.5 Neither the Trustee nor the Management Company shall incur any liability by reason of any loss to the Trust or any loss that a Unit Holder(s) may suffer by reason of any depletion in the Net Asset Value that may result from any financing arrangement made hereunder in good faith.

12.4.6 Transactions with Connected Persons

Transaction with connected persons shall be in accordance with the Rules, Regulations and directives issued by SECP and shall be specified in the Offering Document.

13. Valuation of Property and Pricing

13.1 Valuation of Assets & Liabilities and Net Asset Value of the Fund

The method for determining the value of the assets and liabilities and the Net Asset Value would be as specified in the Regulations and the directives issued thereunder by the Commission from time to time.

13.2 Determination of Purchase (Offer) Price

13.2.1 The Offer Price offered through Public Offering had been calculated and announced by the Management Company for every Dealing Day through its website and to Mutual Fund Association of Pakistan (MUFAP).

13.2.2 The Offer Price for the Unit Holder(s) shall be determined from time to time as specified in the Regulations, directives issued thereunder and the Offering Documents.

- 13.2.3 The Management Company may announce different classes of Units with differing levels of Sales Load, as specified in the Offering Documents.

13.3 Determination of Redemption Price

The Redemption Price shall be calculated and announced by the Management Company for every Dealing Day as specified in the Regulations, directives issued there under and the Offering Documents.

14. Dealing in Units, Issuance of Certificates, Suspension and Deferral of Dealing

14.1 Dealings in Units and Issuance of Certificates

- 14.1.1 Issuance, redemption, transfer, pledge/lien of Units and issuance and replacement of certificates shall be carried out in accordance with the requirements of Rules, Regulations and directives issued there under and the procedures for these shall be specified in the Offering Document.
- 14.1.2 Notwithstanding anything to the contrary contained herein, where the Units are declared as CDS Eligible Securities, all matters concerning issuance, transfer, pledge and redemption of such Units issued in book entry form or deposited in to the CDS shall be dealt with in accordance with the provisions of the Central Depositories Act, 1997 (XIX of 1997), the Central Depository Company of Pakistan Limited Regulations as amended from time to time, and any notifications or directions given by the Commission.

14.2 Temporary Change in the Method of Dealing



Subject to compliance with the Regulations and the circumstances mentioned in the Offering Document, the Management Company may request the Trustee to approve a temporary change in the method of dealing in Units.

14.3 Suspension of Redemption of Units

- 14.3.1 The Redemption of Units may be suspended during extraordinary circumstances including closure of the money market, capital market, capital market infrastructure institutions and scheduled banks, the existence of a state of affairs, which in the opinion of the Management Company, constitutes an emergency as a result of which disposal of any investment would not be reasonably practicable or might seriously prejudice the interest of the Scheme or of the Unit Holder(s), or a break down in the means of communication normally employed in determining the price of any investment, or when remittance of money can not be carried out in reasonable time and if the Management Company is of the view that it would be detrimental to the remaining Unit Holder(s) to redeem Units at a price so determined in accordance with the Net Asset Value (NAV). The Management Company may announce a suspension of redemption and such a measure shall be taken to protect the interest of the Unit Holder(s) in the event of extraordinary circumstances.

- 14.3.2 Redemption requests received on the day of the suspension may be rejected or would be redeemed at the redemption price on the first Dealing Day after the removal of the suspension

14.4 Queue System

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 whereby requests for redemption shall be processed on a first come first served basis for up to ten percent (10%) of the Units in issue. The Management Company shall proceed to sell adequate assets of the Fund and/ or arrange financing as it deems fit in the best interest of the Holders and shall determine the Redemption Price to be applied to the redemption requests based on such action. Where it is not practical to determine the chronological ranking of any requests in comparison to others received on the same Business Day, such requests shall be processed on a proportional basis proportionate to the size of the requests. The redemption requests in excess of ten percent (10%) of the Units in issue will be carried over to the next Business Day. However, if the carried over requests and the fresh requests received on the next Subscription Day still exceeds ten percent (10%) of the Units in issue, these shall once again be treated on first-come-first-served basis and the process for generating liquidity and determining the Redemption Price shall be



repeated and such procedure shall continue till such time the outstanding redemption requests come down to a level below ten percent (10%) of the Units then in issue.

14.5 Suspension of Fresh Issue of Units

14.5.1 The Management Company may, under certain circumstances, suspend issue of fresh Units. These circumstances may include

- a) The situation referred in Clause 13.2 or 18 of this Deed;
- b) A situation in which it is not possible to invest the amount received against issuance of fresh units or
- c) Any other situation in which issuance of fresh units is, in Management Company's opinion, against the interests of the existing/remaining unit holders.

14.5.2 Such suspension may however not affect existing subscribers for the issue of bonus Units as a result of profit distribution. The Management Company shall announce the details of exemptions at the time a suspension of fresh issue is announced. The Management Company shall immediately notify the SECP and Trustee if issuance of Units is suspended and shall also have the fact published, immediately following such decision, in the newspapers in which the Fund's prices are normally published.

14.5.3 In case of suspension of redemption of units due to extraordinary circumstances the issuance of Units shall also be kept suspended until and unless redemption of Units is resumed

14.5.4 Investment applications received on the day of suspension will not be processed and the amount received shall be returned to the investor.



15. Fees and Charges

15.1 Remuneration of the Management Company and Its Agents

15.1.1 The Management Company shall be entitled to prescribe and receive maximum remuneration up to the maximum rate of remuneration permitted under the Regulations and directives issued thereunder.

15.1.2 The remuneration shall be accrued on the basis as specified in Annexure C

15.1.3 Such remuneration shall be paid to the Management Company in arrears within thirty (30) Business Days after the end of each calendar month.

15.1.4 In consideration of the foregoing and save as aforesaid the Management Company shall be responsible for the payment of all expenses incurred by the Management Company from time to time in connection with its responsibilities as Management Company of the Trust. The Management Company shall not make any charge against the Unit Holder(s) against the Trust Property or against the Distribution Account for its services or for its expenses, except such expenses as are expressly authorized under the provisions of the Regulations and directives issued there under and this Deed to be payable out of Trust Property.

15.1.5 The Management Company shall bear all expenditures in respect of its secretarial and office space and professional management, including all accounting and administrative services provided in accordance with the provisions of this Deed.

15.1.6 Any increase in the remuneration of the Management Company agreed to by the Trustee and approved by the Commission shall require ninety days prior notice to the unit holders. However, any decrease in remuneration of the Management Company shall not require such notice.

15.2 Remuneration of Trustee and Its Agents

15.2.1 The Trustee shall be entitled to a monthly remuneration out of the Trust Property determined in accordance with Annexure "C".

15.2.2 Such remuneration shall be paid to the Trustee in arrears within thirty (30) Business Days after the end of each calendar month.

15.2.3 In consideration of the foregoing and save as aforesaid the Trustee shall be responsible



for the payment of all expenses incurred by the Trustee from time to time in connection with its duties as Trustee of the Trust. The Trustee shall not make any charge against the Holders or against the Trust Property or against the Distribution Account for their services or for their expenses, except such expenses as are expressly authorized to be paid out of the Trust Property under the provisions of the Regulations and the Constitutive Documents.

- 15.2.4 Any increase in the remuneration of the Trustee agreed to by the Management Company shall require the approval of the Commission. However, any decrease in remuneration of the Trustee shall not require such approval.

15.3 Formation Cost and its Treatment

- 15.3.1 All expenses incurred in connection with the incorporation, establishment and registration of the Fund (formation cost) as per Regulations, shall be reimbursable by the Fund to the Management Company subject to audit of expenses. The said costs shall be amortized over a period of not less than five years or within maturity date of the fund if it has life of less than five years.

- 15.3.2 The Formation Cost shall be reported by the Management Company to the SECP and the Trustee giving their break-up under separate heads, as soon as the distribution of the Units is completed.

- 15.3.3 Formation Cost has already been charged in full to NIIF over the period specified in the Regulations.



15.4 Other Costs and Expenses to be Charged to and Borne by the Trust

All other costs and expenses specified in the Regulations and directives issued there under shall be charged to and borne by the Trust and shall be specified in the Offering Document.

16. Determination of Distributable Profits

- 16.1 The Management Company on behalf of the Scheme shall, for every accounting year, distribute by way of dividend to the unit holders not less than ninety per cent of the accounting income of the Scheme received or derived from sources other than realized and unrealized capital gains as reduced by such expenses as are chargeable to the Scheme under these Regulations.

Explanation.- For the purpose of this Clause the expression "accounting income" means income calculated in accordance with the requirements of International Accounting Standards (IAS) as are notified under the Companies Ordinance, 1984, the Regulations and the directives issued by the SECP. Wherever the requirements of Regulations or the directives issued by SECP differs with the requirement of IAS the Regulations and the said directives shall prevail.

The Management Company may also announce interim dividend subject to requirements of Regulations, circular and directives.

- 16.2 Out of the amount determined for the purpose of distributable income in respect of each Holder withholding tax, Zakat or other statutory levies, as may be applicable to the relevant Holder shall be deducted before distribution for the relevant Holder.
- 16.3 The Management Company may decide to distribute in the interest of the Holders, wholly or in part the distributable profits in the form of a stock dividend, which would comprise bonus Units of the Scheme. The bonus Units would rank pari passu as to their rights in the Net Assets, earnings, and receipt of dividend and distribution with the existing Units from the date of issue of these bonus Units.

- 16.4 Before making any payment in respect of a Unit, the Trustee or the Management Company may make such deductions as may be required by law in respect of any Zakat, income or other taxes, charges or assessments whatsoever and issue to the Holder the certificate in respect of such deductions in the prescribed form or in a form approved or acquired by the concerned authorities.

17. Change of the Management Company



[Handwritten signature]

17.1 The SECP may, either at its own or on the recommendation of the Trustee or Unit Holders representing such percentage of the total Units in issue for the time being as may be prescribed by the Regulations, remove the Management Company in such manner and on the occurrence of such circumstances as are prescribed under the Regulations.

17.2 The Commission shall appoint another asset management company as the management company for the Scheme according to the provisions of this Deed and the Rules and Regulations.

17.3 The Management Company may voluntarily retire at any time with the prior written consent of the Commission and at least ninety (90) days prior notice to the Trustee and the Unit Holders.

17.4 Upon a new management company being appointed the Management Company will take immediate steps to hand over all the documents and records pertaining to the Trust to the new management company and shall pay all sums due to the Trustee. The Management Company shall have the right to receive its remuneration upto the effective date of removal or retirement.

17.5 Upon its appointment the new management company shall exercise all the powers and enjoy all the rights and shall be subject to all duties and obligations of the management company hereunder as fully as though such new management company had originally been a party hereto.

17.6 Furthermore, the Trustee may immediately in case of retirement, removal or cancellation of license of Management Company appoint auditors with the consent of the Commission from amongst the panel of auditors designated as "A" Category by State Bank of Pakistan for the audit of financial institutions. The Trustee shall ensure that accounts of the Fund till the day of the appointment of the new management company are audited by such Auditor.

17.7 The auditors so appointed shall be other than the existing auditors of the Fund, the Management Company and the Trustee.

17.8 The auditors shall have the same scope as that for the annual audit, or such other enhanced scope as may be specified by the Trustee or Commission.

17.9 The audit report for the audit shall be submitted by the auditors to the Trustee not later than thirty (30) Business Days from their appointment. A copy of the report shall also be provided to the Commission, Management Company and the new management company.

The costs of such audit shall be borne by the Fund.

18. Change of Trustee

The Trustee may, subject to the prior approval of the Commission, retire from his office on appointment of a new trustee and the retirement shall take effect at the same time as the new trustee is appointed with the approval of the Commission or from the date of assumption of Trust Property of the Scheme by the newly appointed trustee, whichever is later.

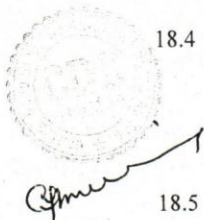
18.2 In circumstances where the Commission is of the opinion that Trustee has been in violation of the Regulations or this Amended and Restated Trust Deed or found guilty of misconduct or failed to discharge its obligations under the Regulations, it may remove the Trustee after giving an opportunity of being heard.

18.3 The Management Company may, giving cogent reasons, apply to the Commission for change of the Trustee by simultaneously proposing appointment of a new trustee. A new trustee shall be appointed when the Commission is satisfied with the circumstances and reasons for this change and accords approval for appointment of such a new trustee.

18.4 Upon the appointment of a new trustee the Trustee shall immediately hand over all the documents and records to the new trustee and shall transfer all the Trust Property and any amount held in any Distribution Account to the new trustee and make payments to the new trustee of all sums due from the Trustee. The Trustee shall have the right to receive its remuneration up to the effective date of its removal or retirement.

18.5 The new trustee shall exercise all the powers and enjoy all the rights and shall be subject

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to all duties and obligations of the Trustee hereunder as fully as though such new trustee had originally been a party hereto.

- 18.6 The Management Company may immediately in case of retirement or removal of Trustee appoint auditors with the consent of the Commission from amongst the panel of auditors designated as "A" Category by State Bank of Pakistan for the audit of financial institutions. The Management Company shall ensure that accounts of the Fund till the day of the appointment of the new trustee are audited by such Auditor.
- 18.7 The auditors so appointed shall be other than the existing auditors of the Fund, the Management Company and the Trustee.
- 18.8 The auditors shall have the scope as may be specified by the Management Company or Commission.
- 18.9 The audit report for the audit shall be submitted by the auditors to the Management Company not later than thirty (30) Business Days from their appointment. A copy of the report shall also be provided to the Commission, the Trustee and the new trustee.
- 18.10 The costs of such audit shall be borne by the Fund.

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19. Termination, Winding Up, Revocation and Liquidation of the Scheme

- 19.1 The Management Company subject to regulatory approval, may announce winding up of the Trust in the event redemption requests build up to a level where the Management Company is of the view that the disposal of the Trust Property to meet such redemptions would jeopardize the interests of the remaining Unit Holder(s) and that it would be in the best interest of all the Unit Holder(s) that the Trust be wound up.
- 19.2 The Trust may also be terminated/ revoked on the grounds given in the Rules and Regulations.
- 19.3 After termination / revocation, liquidation proceeds shall be distributed among the unit holders in proportion to their number of units held by them, in accordance with the procedures laid down in the regulations.



20. Base Currency

- The base currency of the Scheme shall be Pakistani Rupee; it being clarified, however, that the Authorized Investments may be denominated in Pakistani Rupee or (subject to applicable law) any other Foreign Currency.

21. Modification of the Amended and Restated Trust Deed

- 21.1 In case the amendments are proposed in the fundamental attribute of the Constitutive Document of an open end scheme including category of scheme, investment objective and policy, increase in management fee and increase in contingent load, the asset management company must give at least ninety days prior notice to each Unit Holder about the proposed change and the Unit Holders shall be given an option to exit at the applicable Net Asset Value without charge of any Exit Load.
- 21.2 The Trustee and the Management Company acting together shall be entitled by a Supplemental Deed to modify, alter or add to the provisions of this Deed in such manner and to such extent as they may consider expedient for any purpose, subject to the prior approval of the SECP and subject to the condition that it does not prejudice the interests of unit holders.
- 21.3 If, at any time, any Clause of this Amended and Restated Trust Deed is, or becomes, in whole or in part, illegal, invalid or unenforceable under the laws of any applicable jurisdiction, neither the legality, validity and enforceability of the remaining Clauses of this Amended and Restated Trust Deed, nor the legality, validity or enforceability of such Clause under the law of any other jurisdiction shall in any way be affected or impaired thereby.

22. Audit

The Management Company shall appoint auditor in accordance with the requirements of the Regulations and directions issued thereunder.



23. Arbitration

In the event of any disputes arising out of or in connection with this Amended and Restated Trust Deed or the Offering Document between the Management Company on the one part and the Trustee on the other part, including as to the respective rights and obligations of the parties hereto, as well as those relating to the interpretation of the terms and conditions of this Amended and Restated Trust Deed and the Offering Document of the Unit Trust, the same shall be referred to arbitration by two arbitrators, one to be appointed by the Management Company and the other to be appointed by the Trustee. In the event of lack of consensus between the two arbitrators, the matter shall be referred to an umpire, to be selected by the two arbitrators before commencement of the reference. The unanimous decision of both the arbitrators, or the decision of the umpire, as the case may be, shall be final and binding upon both the parties hereto. The arbitrators and the umpire shall be selected from amongst retired judges, senior chartered accountants, or senior lawyers, or senior bankers or senior members of the Stock Exchange(s). The venue of the arbitration shall be Karachi or any other city in Pakistan as may be mutually agreed. The arbitration shall be conducted in accordance with the Arbitration Act, 1940.

24. Confidentiality

The Trustee and the Management Company and every director or officer of the Trustee and the Management Company who are in any way engaged in the business of the Trust and all persons employed or engaged by the Trustee or the Management Company in connection with the business of the Trust shall observe strict confidentiality in respect of all transactions of the Trust, its Holders and all matters relating thereto and shall not disclose any information or document which may come to their knowledge or possession in the discharge of their duties except when required to do so in the ordinary course of performance of their duties or by law or if compelled by any court of law or a competent authority.



25. Miscellaneous

- 25.1 Any notice required to be served upon the Holder shall be deemed to have been duly given if sent by post, by courier, email or any other electronic medium or left at his address as appearing in the Register. Any notice so served by post/courier/email or other electronic means shall be deemed to have been served on the day following that on which the letter containing the same is posted/sent by courier, by email or other electronic means upon receiving confirmation of receipt of such email or other electronic means and in proving such service, it shall be sufficient to prove that such letter was properly addressed, stamped (if required) and posted/sent by courier. The Management Company shall advertise any such notice in a newspaper widely published.
- 25.2 Service of a notice or document on any one of several joint Holders shall be deemed effective service on the other joint Holders.
- 25.3 Any notice or document sent by post to or left at the registered address of a Holder shall notwithstanding that such Holder be then dead or bankrupt/insolvent and whether or not the Trustee or the Management Company have notice of his death or bankruptcy be deemed to have been duly served and such service shall be deemed a sufficient service on all persons interested (whether jointly with or as claiming through or under him) in the Units concerned.
- 25.4 A copy of this Amended and Restated Trust Deed and of any Supplemental Deed shall be made available for inspection at the respective Head Offices of the Trustee and the Management Company at all times during usual business hours and shall be supplied by the Management Company to any person on application at a charge of Rs.100/- (Rupees One Hundred) per copy or at such rate as determined from time to time by the Management Company.

26. Definitions

Unless the context requires otherwise the following words or expressions when used in this Amended and Restated Trust Deed shall have the meaning respectively assigned to them:

- 26.1 "Accounting Date" means the thirtieth day of June in each year and any interim date on which the financial statements of the Trust are drawn up. Provided that the Management Company may, under intimation to the Trustee after obtaining approval from the relevant competent authority may change such date to any other date and such change shall be



intimated to the Commission.

- 26.2 **"Accounting Period"** means a period ending on and including an Accounting Date and commencing (in case of the first such period) on the date on which the Trust Property is first paid or transferred to the Trustee and (in any other case) from the next day of the preceding Accounting Period.
- 26.3 **"Annual Accounting Period" or "Financial Year"** means the period commence on 1st July and shall end on 30th June of the succeeding calendar year (Delete if not used or substitutable)
- 26.4 **"Asset Management Company"** means an asset management company as defined in the Rules and Regulations.
- 26.5 **"Auditor"** means the Auditor of the Trust appointed by the Management Company, with the consent of the Trustee, as per the Regulations.
- 26.6 **"Authorized Branches"** means those branches of Distributors which are allowed by the Management Company to deal in Units of the Funds managed by the Management Company.
- 26.7 **"Authorized Investments"** means: any investment which may be authorized by the Commission but does not include restricted investments as specified in the Offering Documents from time to time.
- 26.8 **"Back-end Load"** means charges deducted from the Net Asset Value in determining the Redemption Price; provided however that different levels of Back-end Load may be applied to different classes of units, but unitholders within a class shall be charged same level of back end load as disclosed in the Offering Document.
- 26.9 **"Bank"** means institution(s) providing banking services under the Banking Companies Ordinance, 1962, or any other regulation in force for the time being in Pakistan, or if operating outside Pakistan, under the banking laws of the jurisdiction of its operation outside Pakistan.
- 26.10 **"Bank Accounts"** means those account(s) opened and maintained for the Trust by the Trustee at Banks, the beneficial ownerships in which shall vest in the Unit Holder(s).
- 26.11 **"Business Day"** means any day (business hours thereof as specified in the Offering Document) on which banks are open for business in Pakistan.
- 26.12 **"Certificate"** means the definitive certificate acknowledging the number of Units registered in the name of the Unit Holder issued at the request of the Unit Holder pursuant to the provisions of this Amended and Restated Trust Deed.
- 26.13 **"Constitutive Documents"** means the Amended and Restated Trust Deed or such other documents as defined in the Regulations.
- 26.14 **"Contingent Load"** means amount payable by the Unit Holder on redemption of Units at actual basis as specified in the Offering Document. Any such amount would be treated as part of the deposited property.
- 26.15 **"Custodian"** means a Bank, a Depository or an Investment Finance Company licensed under the Regulations, which may be appointed by the Trustee with the consent of the Management Company to hold and protect the Trust Property or any part thereof as custodian on behalf of the Trustee; and shall also include the Trustee itself if it provides custodial services for the Fund.
- 26.16 **"Cut Off Timings"** means day time for dealing in Units of the Fund. The Details of Cut-off Time will be prescribed in Offering Document of the Fund.
- 26.17 **"Dealing Day"** means that Business Day on which Units will be available for dealing (purchase, redemption, transfer, switching etc.). The cut-off timings for issuance, redemption, and conversion etc. of units of the Scheme will be as defined in the Offering Documents on all 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 a widely circulated newspaper in Pakistan declare any particular Business Day(s) not to be a Dealing Day(s).



- 26.18 **"Distribution Account"** means the Bank Account (which may be a current, saving or deposit account) maintained by the Trustee with an Islamic Bank or licensed Islamic Window of a conventional bank as directed by the Management Company in which the amount required for distribution of income to the Unit Holder(s) may be transferred. Income or profit, if any, including those accruing on unclaimed dividends, in this account shall be transferred to the main account of the Fund from time to time, as part of the Trust Property for the benefit of the Unit Holder(s).
- 26.19 **"Distributor / Distribution Company"** means a company/ firm appointed by the Management Company under intimation to the Trustee for performing any or all of the Distribution Functions and shall also include the Management Company itself, if it performs the Distribution Function.
- 26.20 **"Duties and Charges"** means in relation to any particular transaction or dealing all stamp and other duties, taxes, Government charges, bank charges, transfer fees, registration fees and other duties and charges in connection with the increase or decrease of the Trust Property or the creation, issue, sale, transfer, redemption or purchase of Units or the sale or purchase of Investment or in respect of the issue, transfer, cancellation or replacement of a Certificate or otherwise which may have become or may be payable in respect of or prior to or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable, but do not include the remuneration payable to the Distribution Company or any commission payable to agents on sales and redemption of Units or any commission charges or costs which may have been taken into account in ascertaining the Net Asset Value.
- 26.21 **"Exit Load"** means contingent load, back end load and any other charges as may be applied by Management Company.
- 26.22 **"Financial Institution"** carries the same meaning as defined under the Companies Ordinance 1984.

"Formation Cost" means preliminary expenses relating to regulatory and registration fees of the Scheme, flotation expenses of the Scheme, expenses relating to authorization of the Scheme, execution and registration of the Constitutive Documents, legal costs, printing, circulation and publication of the Offering Document, announcements describing the Scheme and all other expenses incurred until the end of the Initial Period.

26.24 **"Force Majeure"** means any occurrence or circumstance or element which delays or prevents performance of any of the terms and conditions of this Deed or any obligations of the Management Company or the Trustee and shall include but not limited to any circumstance or element that cannot be reasonably controlled, predicted, avoided or overcome by any party hereto and which occurs after the execution of this Deed and makes the performance of the Deed in whole or in part impossible or impracticable or delays the performance, including but not limited to any situation where performance is impossible without unreasonable expenditure. Such circumstances include but are not limited to floods, fires, droughts, typhoons, earthquakes and other acts of God and other unavoidable or unpredictable elements beyond reasonable control, such as war (declared or undeclared), insurrection, civil war, acts of terrorism, accidents, strikes, riots, turmoil, civil commotion, any act or omission of a governmental authority, failure of communication system, hacking of computer system and transmissions by unscrupulous persons, closure of stock exchanges, banks or financial institutions, freezing of economic activities and other macro-economic factors, etc.

26.25 **"Front-end Load"** means the Sales Load which may be included in the Offer Price of the Units, as defined in Offering Document.

26.26 **"Holder" or "Unit Holder"** means the investor for the time being entered in the Register as owner of a Unit including investors jointly so registered pursuant to the provisions of this Amended and Restated Trust Deed.

26.27 **"Initial Period"** means Initial Fund Offer Period

26.28 **"Investment"** means any Authorized Investment forming part of the Trust Property.

26.29 **"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.

- 26.30 **"Net Assets"**, in relation to the Trust, means the excess of assets over liabilities of the Scheme as calculated in accordance with the Regulations.
- 26.31 **"Net Asset Value" or "NAV"** means per Unit value of the Trust arrived at by dividing the Net Assets by the number of Units outstanding.
- 26.32 **"Offer Price" or "Purchase Price"** means the sum to be paid by investor(s) for the purchase of one Unit of the Scheme. Such price is to be determined in accordance with Clause 12.2 of this Amended and Restated Trust Deed.
- 26.33 **"Offering Document"** means the prospectus or other document (issued by the Management Company with written consent of the Trustee and approved by the Commission) which contains the investments and distribution policy, unit structure(s) and all other information in respect of the Unit Trust, as required by the Rules and Regulations and is circulated to invite offers by the public to invest in the Scheme, and includes any Supplementary Offering Document.
- 26.34 **"On-line"** means transactions through electronic data-interchange whether real time transactions or otherwise, which may be through the internet, intranet networks and the like.
- 26.35 **"Ordinance"** means the Companies Ordinance, 1984.
- 26.36 **"Par Value"** means the face value of a Unit i.e. Rs. ___ or such other amount determined by the Management Company from time to time and disclosed in the Offering Document of the Trust.
- 26.37 **"Redemption Price"** means the amount to be paid to the relevant Unit Holder(s) upon redemption of that Unit, such amount to be determined pursuant to Clause 12.3 of this Amended and Restated Trust Deed.
- 26.38 **"Register"** means the Register of the Unit Holder(s) kept pursuant to the Regulations and this Amended and Restated Trust Deed.
- 26.39 **"Registrar Functions"** means the functions with regard to:
- a) maintaining the Register, including keeping a record of change of addresses/other particulars of the Unit Holder(s);
 - b) issuing account statements to the Unit Holder(s);
 - c) issuing Certificates;
 - d) canceling old Certificates on redemption or replacement thereof;
 - e) processing of applications for issue, redemption, transfer and transmission of Units, recording of pledges, liens and changes in the data with regard to the Unit Holder(s);
 - f) issuing and dispatching of Certificates;
 - g) Dispatching income distribution warrants, and bank transfer intimation and distributing bonus Units or partly both and allocating Units to Holders on re-investment of dividends; and
 - h) Maintaining record of lien/pledge/charge on units, transfer/switching of units, Zakat.
- 26.40 **"Regulations"** mean Non-Banking Finance Companies and Notified Entities Regulations, 2008 as amended from time to time,
- 26.41 **"Rules"** mean Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 or as amended from time to time.
- 26.42 **"Sales Load"** includes the Front-end and Back-end loads and any processing charge or commission (excluding Duties and Charges) not exceeding three percent of the Net Asset



Value or as may be allowed under the Regulations, which may be included in the Offer Price of all or certain class of Units or deducted from the Net Asset Value in order to determine the Redemption Price of certain classes of units.

- 26.43 **"SECP" or "Commission"** means Securities and Exchange Commission of Pakistan established under Securities and Exchange Commission of Pakistan Act, 1997 and shall include its successor.
- 26.44 **"Shariah"** means divine guidance as given by the Holy Qur'an and the Sunnah of Holy Prophet Muhammad (PBUH) and embodies all aspects of the Islamic faith, including beliefs, practices, rules and principles as per the interpretation of the Shariah Advisor.
- 26.45 **"Shariah Advisor"** means an Institution or a body of Islamic scholars, or an individual Islamic scholar, appointed by the Management Company under intimation to the Commission and the Trustee, having knowledge of Islamic finance, to supervise and monitor the activities of the Fund in order to ensure that all its activities comply with Shariah.
- 26.46 **"Shariah Compliant"** means any activity that is in accordance with the Islamic Shariah as advised by the Shariah Advisor.
- 26.47 **"Stock Exchange"** means a Stock Exchange registered under the Securities and Exchange Ordinance, 1969.
- 26.48 **"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.
- 26.49 **"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."
- 26.50 **"Transaction Costs"** means the costs incurred or estimated by the Management Company to cover the costs (such as, but not restricted to, brokerage, Trustee charges, taxes or levies on transactions, etc.) related to the investing or disinvesting activity of the Trust's portfolio, inter alia, necessitated by creation or cancellation of Units or issuance or redemption of Units, which costs may be added to the NAV for determining the Offer Price of Units or to be deducted from the NAV in determining the Redemption Price.
- 26.51 **"Transfer Agent"** means a company including a Bank that the Management Company shall appoint for performing the registrar functions. The Management Company may itself perform the registrar function.
- 26.52 **"Trust" or "Unit Trust" or "Fund" or "NAFA Islamic Income Fund" or "NIIF" (Formerly NAFA Islamic Aggressive Income Fund) or "Scheme"** means the Unit Trust constituted by this Amended and Restated Trust Deed for continuous offers for sale of Units of the Trust.
- 26.53 **"Amended and Restated Trust Deed" or "Deed"** means this Amended and Restated Trust Deed executed between the Management Company and the Trustee along with all the exhibits appended hereto, , and includes any Supplemental Deed.
- 26.54 **"Unit"** means one undivided share in the Trust, and where the context so indicates, a fraction thereof.
- 26.55 **"Zakat"** has the same meaning as in Zakat and Ushr Ordinance, 1980 (XVIII of 1980)

Words and expressions used but not defined herein shall have the meanings assigned to them in the Rules and Regulations. Words importing persons include corporations, words importing the masculine gender include the feminine gender, words importing singular include plural and words **"written"** or **"in writing"** include printing, engraving, lithography or other means of visible reproduction.

IN WITNESS WHEREOF THIS AMENDED AND RESTATED TRUST DEED has been executed at the date mentioned herein above.

The Common Seal of Asset Management Limited was hereunto affixed in the presence of:

WITNESSES:

1. ASADULLAH KHAN

Signature: [Signature]

NIC No.: 42201-0350243-5

1. Name: AMJAD WAHEED

Signature: [Signature]

2. _____

2. Name: MAZAHIR NOORANI

Signature: [Signature]

NIC No.: 42201-0674966-7



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Saddar Town Karachi

CENTRAL DEPOSITORY COMPANY OF PAKISTAN LIMITED

WITNESSES:

1. ASADULLAH KHAN

Signature: [Signature]

NIC No.: 42201-0350243-5

1. Name: Aftab Ahmed Siwan

Signature: [Signature]

2. MAZAHIR NOORANI

Signature: [Signature]

NIC No.: 42201-0674966-7

187
Presented in the office of
Sub-Registrar Office-II
Saddar Town on Date 08 FEB 2017
Between No. _____ To _____

Sub-Registrar-II
Saddar Town, Karachi
Received Registration Fee as follows:

Registration Fee: _____
Micro Filming Fee: Commissioners 120
Endorsement Fee: 200
Search Fee: 100
Penalties u/s 25/34: 180
Postage Charges: 1500

Sub-Registrar-II
Saddar Town, Karachi

Mr/Mrs./Miss: Amjad Waheed
S/o./W/o./D/o: Shahid Abdul Waheed
Executing Party Occupation: _____
Muslim Adults, Age: Adult Years: _____
R/o: House No. 76/11, Phase-VI
DHA, Karachi

Karachi admits execution of this deed.

CNIC No. 37405-6313954-9

Mr/Mrs./Miss: Aftab Ahmed Deswari
S/o./W/o./D/o: Aftab Deswari
Executing Party Occupation: _____
Muslim Adults, Age: Adult Years: _____
Karachi

Karachi admits execution of this deed.

CNIC No. 42201-0417599-9



Ady. Pay order

Registration Fee Received through Pay Order
Vide P.O. No. 03132683 Dated 08.2.17
Issued By: NIS Bank

Sub-Registrar II
Saddar Town
Karachi

SUB-REGISTRAR-II
SADDAR TOWN
KARACHI

Handwritten signature
States that he personally
knows the above executant
and identifies.

Date: 08 FEB 2017

Sub-Registrar-II
Saddar Town, Karachi

ANNEXURE 'C'

REMUNERATION OF TRUSTEE AND ITS AGENT

The trustee remuneration shall consist of actual Custodial expenses / charges plus the following tariff.

Net Assets (Rs.)	TARIFF
Up to 1 billion	0.17% p.a. of Net Assets
1 billion to 5 billion	Rs. 1.7 million plus 0.085% p.a. of Net Assets exceeding Rs. 1 billion
Over 5 billion	Rs. 5.1 million plus 0.07% p.a. of Net Assets exceeding Rs. 5 billion



M / W



Gh...



Reg. No. 35
Sub-Registrar-II
Saddar Town Karachi

SNo 787 dt 08-2-2017

Pay order Renew order
for registration.

SUB-REGISTRAR-II
SADDAR TOWN
KARACHI

Registered No: 35

Book No: IV

Date: 9-02-2017

Sub-Registrar-II
Saddar Town, Karachi



Digital Scanning Unit
Karachi, Sindh



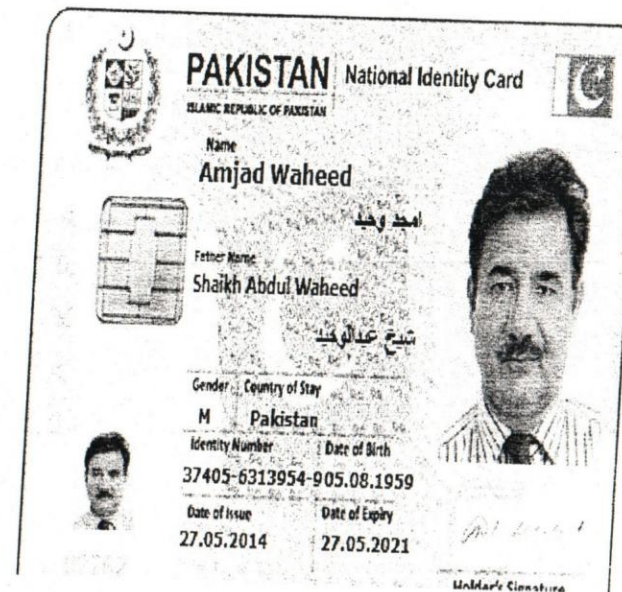
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DocType:34

KARACHI

Verisys
VERIFICATION SYSTEM

Verification Date: February 20, 2017
Identity Card Number:
37405-6313954-9

Reg. No. 35
Sub-Registrar-II
Sadar Town Karachi

The image shows a Pakistani National Identity Card for Amjad Waheed. The card features the national emblem and flag of Pakistan at the top. It includes a color photograph of the cardholder on the right and a smaller black and white photo on the bottom left. The cardholder's name is printed in English and Urdu. The father's name is also provided. Personal details such as gender, country of stay, identity number, date of birth, date of issue, and date of expiry are listed in a structured format. A signature is visible at the bottom right.

PAKISTAN National Identity Card
ISLAMIC REPUBLIC OF PAKISTAN

Name
Amjad Waheed
امجد وحید

Father Name
Shaikh Abdul Waheed
شیخ عبدالوحید

Gender: Country of Stay
M Pakistan

Identity Number Date of Birth
37405-6313954-905.08.1959

Date of Issue Date of Expiry
27.05.2014 27.05.2021

Held by's Signature



ONLINE
Verisys
VERIFICATION SYSTEM

Verification Date: **February 20, 2017**
Identity Card Number:
42201-0417599-9

Remarks

[x]

- This person has been given exemption of expiry being Senior Citizen and does not require renewal for rest of his or her life

Sub-Registrar-II
Rasool Iqbal Banoobi
35



حکومت پاکستان

قومی شناختی کارڈ

42201-0417599-9

ہم افتاب احمد نیوان

میں مقیم

راولپنڈی، احمد نیوان

شہر قومی شناختی کارڈ پر درج ہے

تاریخ پیدائش: March 10, 1958

علی احمد ملک

علاقہ: راولپنڈی، ضلع: راولپنڈی، صوبہ: پاکستان

تاریخ: 10/03/2017

PAKISTAN National Identity Card
ISLAMIC REPUBLIC OF PAKISTAN

Name: **Amjad Waheed**

Father Name: **Shaikh Abdul Waheed**

Gender: **M** Country of Stay: **Pakistan**

Identity Number: **37405-6313954-9** Date of Birth: **05.08.1959**

Date of Issue: **27.05.2014** Date of Expiry: **27.05.2021**

Holder's Signature

37405-6313954-9

نمبر 37405-6313954-9

مستقل مکان نمبر 239-6 محل لاگتی عزیز بھٹی

303141009917

210-59-322422

Registrar General of Pakistan

گمشدہ کارڈ نمٹنے پر قریبی لیٹر بکس میں ڈال دیں

Reg. No. **35**

Sub-Registrar-II

Saddar Town Karachi

PAKISTAN National Identity Card
ISLAMIC REPUBLIC OF PAKISTAN

Name: **Asad Ullah Khan**

Father Name: **Atta Ullah Khan**

Gender: **M** Country of Stay: **Pakistan**

Identity Number: **42201-0417599-9** Date of Birth: **14.08.1973**

Date of Issue: **20.06.2014** Date of Expiry: **20.06.2021**

Holder's Signature

N9P5CY

42201-0417599-9

31/10/2018

29/11/2008

Registrar General of Pakistan

گمشدہ کارڈ نمٹنے پر قریبی لیٹر بکس میں ڈال دیں

PAKISTAN National Identity Card
ISLAMIC REPUBLIC OF PAKISTAN

Name: **Asad Ullah Khan**

Father Name: **Atta Ullah Khan**

Gender: **M** Country of Stay: **Pakistan**

Identity Number: **42201-0350243-5** Date of Birth: **14.08.1973**

Date of Issue: **20.06.2014** Date of Expiry: **20.06.2021**

Holder's Signature

N69Q9R

42201-0674966-7

31/08/2017

03/09/2009

Registrar General of Pakistan

گمشدہ کارڈ نمٹنے پر قریبی لیٹر بکس میں ڈال دیں



Securities and Exchange Commission of Pakistan
Specialized Companies Division
Policy, Regulation and Development Department

Licence No. AMCW/21/NAFA/AMS/10/2016

Islamabad, December 30, 2016

LICENCE TO CARRY OUT
ASSET MANAGEMENT SERVICES
AS NON-BANKING FINANCE COMPANY

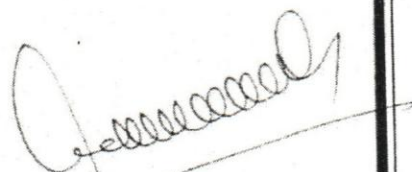
Reg. No. 35
Sub-Registrar-II
Saddar Town Karachi

The Securities and Exchange Commission of Pakistan, having considered the application for the renewal of license to carry out **Asset Management Services** submitted by **NBP Fullerton Asset Management Limited** under rule 5 of the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 as amended through S.R.O.1131(1) 2007, S.R.O. 271(I)/2010, S.R.O 570(I)/2012 and S.R.O 1002(I)/2015 (the "Rules"), and being satisfied that it would be in the public interest so to do, in exercise of powers conferred by sub-rule (9) of rule 5 of the Rules, hereby renews the license of **NBP Fullerton Asset Management Limited** to carry out **Asset Management Services** subject to the conditions stated herein below or as may be prescribed or imposed hereafter:

NBP Fullerton Asset Management Limited shall comply with the Companies Ordinance, 1984, the Rules, the Non-Banking Finance Companies and Notified Entities Regulations, 2008 (as amended or replaced) and any directives, circulars, codes, notifications and guidelines issued by the Commission;

(ii) **NBP Fullerton Asset Management Limited** shall submit annual, half yearly, quarterly or such other reports as specified in the applicable laws; and

(iii) This license is valid for a period of three years **w.e.f. December 13, 2016** and shall be renewable every three years as specified in the Rules.


(Zafar Abdullah)
Commissioner (SCD)



Securities and Exchange Commission of Pakistan
Specialized Companies Division
Policy, Regulation and Development Department

Licence No. AMCW/02/NAFA/IA/02/2016

Islamabad, April 4, 2016

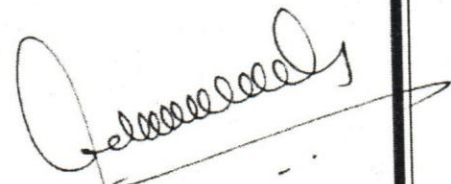
LICENCE TO CARRY OUT
INVESTMENT ADVISORY SERVICES
AS NON-BANKING FINANCE COMPANY

Reg. No. 35
Sub-Registrar-II
Saddar Town Karachi

The Securities and Exchange Commission of Pakistan, having considered the application for the renewal of license to carry out **Investment Advisory Services** submitted by **NBP Fullerton Asset Management Limited** under rule 5 of the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 as amended through S.R.O.1131(1) 2007, S.R.O. 271(I)/2010, S.R.O 570(I)/2012 and S.R.O 1002(I)/2015 (the "Rules"), and being satisfied that it would be in the public interest so to do, in exercise of powers conferred by sub-rule (9) of rule 5 of the Rules, hereby renews the license of **NBP Fullerton Asset Management Limited** to carry out **Investment Advisory Services** subject to the conditions stated herein below or as may be prescribed or imposed hereafter:

- (i) **NBP Fullerton Asset Management Limited** shall comply with the Companies Ordinance, 1984, the Rules, the Non-Banking Finance Companies and Notified Entities Regulations, 2008 (as amended or replaced) and any directives, circulars, codes, notifications and guidelines issued by the Commission;
- (ii) **NBP Fullerton Asset Management Limited** shall submit annual, half yearly, quarterly or other reports as specified in the applicable laws; and
- (iii) This license is valid for a period of three years **w.e.f. April 07, 2016** and shall be renewable every three years as specified in the Rules.

"Say no to Corruption"


(Zafar Abdullah)
Commissioner (SCD)



**SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
SPECIALIZED COMPANIES DIVISION
(NBFC DEPARTMENT)**

No. SEC/NBFC-II/JD-II/NIIF/807/2007

August 17, 2007

Mr. Muhammad Murtaza Ali
Chief Financial Officer & Company Secretary
National Fullerton Asset Management Ltd.
9th Floor, Adamjee House
I.I. Chundrigar Road
Karachi-74000

R. No. 870
Sub-Registrar-II
Saddar Town, Karachi

Subject: APPROVAL OF THE TRUST DEED OF NAFA ISLAMIC INCOME FUND

Dear Sir,

Reg. No. 35
Sub-Registrar-II
Saddar Town Karachi

I am directed to refer to your letter dated August 10, 2007, whereby you have submitted the revised/amended Trust Deed of proposed NAFA Islamic Income Fund to be executed between National Fullerton Asset Management Limited (the "Management Company") and Central Depository Company of Pakistan Limited (the "Trustee") for approval.

In this regard, the Securities and Exchange Commission of Pakistan has no objection to the registration of the latest amended version of the Trust Deed of the proposed NAFA Islamic Income Fund under the Trust Act, 1882 subject to the additions in following clauses:

- Clause 6.4.5; add the words " and Offering Document" after the word Deed appearing in second line of the clause; and
- Clause 21.4; add at the end of clause "Provided that the Trustee shall remain entitled to its remuneration up to the effective date of termination or removal".

The clearance of the draft Trust Deed is without prejudice to the consequences of verifying compliance to the conditions stipulated in the license issued in favor of National Fullerton Asset Management Limited and the requirements stipulated in the Non-Banking Finance Companies (Establishment & Regulation) Rules, 2003. Further action will be taken on receipt of duly registered copy of the Trust Deed.

Yours truly,

Zahida Rafiq
Zahida Rafiq
(Joint Director)



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
SPECIALIZED COMPANIES DIVISION
POLICY, REGULATION AND DEVELOPMENT DEPARTMENT

Zaher / Imran
Salman / Sajid
Muhammad Ali
Ah

No. SCD/AMCW/NAFA/337/2016

December 06, 2016

The Chief Executive,
NBP Fullerton Asset Management Limited,
2nd Floor, Ex-NDFC Building,
Alamgir Road, Tariq Road,
Near Rabi Center,
Karachi.

Category
Please inform our
Sales Team and
investor through
website etc
Ah

Subject: Approval of Trust Deed and Offering Document of NAFA Islamic Aggressive Income Fund

Dear Sir,

I am directed to refer to your letter dated November 21, 2016 and subsequent email dated December 05, 2016 wherein you have submitted supplemental trust deed and offering documents of NAFA Islamic Aggressive Income Fund for change of category from NAFA Islamic Aggressive Income Fund to NAFA Islamic Income Fund.

In this regard, I am directed to inform you that the supplements to the trust deed and offering document of NAFA Islamic Aggressive Income Fund proposed by NBP Fullerton Asset Management Limited has been acceded to by the Securities and Exchange of Pakistan subject to the conditions that;

1. NBP Fullerton Asset Management Limited will provide details of non-performing assets as per new category in the FMR of the Fund; and
2. NBP Fullerton Asset Management Limited will be required to give 90 days' prior notice to the unit holders regarding change in category.

Further, you are advised to place the supplemental trust deed and Offering Document of the NAFA Islamic Aggressive Income Fund on the website of NBP Fullerton Asset Management Limited.

Reg. No. 35
Sub-Registrar-II
Saddar Town Karachi

RTOWN

Yours truly,

Wazirzada Yasir A. Khan
(Deputy Director)

Cc:

Mr. Muhammad Hanif Jakhura
Chief Executive officer
Central Depository Company of Pakistan Limited
CDC House, 99-B, Block 'B'
S.M.C.H.S., Main Shahra-e-Faisal
Karachi - 74400

**CENTRAL DEPOSITORY COMPANY
OF PAKISTAN LIMITED**

Head Office:

CDC House, 99-B, Block 'B',
S.M.C.H.S. Main Shahra-e-Faisal,
Karachi - 74400, Pakistan.
Tel: (92-21) 111-111-500
Fax: (92-21) 34326020 - 23
URL: www.cdcpakistan.com
Email: info@cdcpak.com

CDC/T&C-U1/DH/0196/2016
November 02, 2016

Mr. M. Murtaza Ali
Chief Operating Officer & Company Secretary
NBP Fullerton Asset Management Limited
7th Floor, Clifton Diamond Building
Block No. 4, Scheme No. 5, Clifton
Karachi



Dear Sir

CONSENT ON AMENDED AND RESTATED TRUST DEED

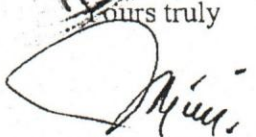
With reference to the captioned subject, we have reviewed the enclosed draft amended and restated trust deed (Fifth Supplemental Trust Deed) of NAFA Islamic Income Fund (formerly NAFA Islamic Aggressive Income Fund) and hereby convey our consent for submission of the same with SECP for approval under Non-Banking Finance Companies and Notified Entities Regulations, 2008 (NBFC Regulations).

Further, we understand that the Management Company will comply with Regulation 44 (7) of NBFC Regulations before enacting and propagating the change.

Please note that our consent is valid only for the draft supplemental trust deed enclosed with this letter. Any changes made in this document subsequently, will require our consent separately.

Kindly note that this consent letter supersedes our previous letter reference number CDC/T&C-U1/DH/0135/2016 dated August 05, 2016.

Yours truly


Atiqur Rehman
Head of Trustee & Custodial Operations
Unit-I

CC: **Mr. Imran Inayat Butt**
Executive Director, NBFC Division
Securities & Exchange Commission of Pakistan

Encl: As above

Reg. No. 35
Sub-Registrar-II
Saddar Town Karachi

ANNEXURE - D

810



Securities and Exchange Commission of Pakistan
Specialized Companies Division
Policy, Regulation and Development Department

Sub-Registrar-I
Dadar Town, Karachi

No. SCD/AMCW/1166/2014

May 30, 2014

Chief Executive Officer,
NBP Fullerton Asset Management Limited,
7th Floor, Clifton Diamond Building,
Block No. 4, Scheme No. 5
Clifton, Karachi.

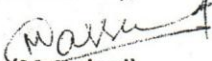
SUBJECT: CHANGE OF TRUSTEE OF NAFA ISLAMIC AGGRESSIVE INCOME FUND

Dear Sir,

I am directed to refer to your letter dated May 21, 2014 whereby NBP Fullerton Asset Management Limited has sought approval for change of trustee of NAFA Islamic Aggressive Income Fund (NIAIF) from MCB Financial Services Limited to Central Depository Company of Pakistan Limited.

In this connection, Securities and Exchange Commission of Pakistan has no objection to the change of trustee subject to the condition that all costs related to change of trustee shall be borne by the asset management company which is initiating the change at its own discretion.

Yours truly,


(M. Arshad)
Joint Director

cc: Chief Executive Officer
MCB Financial Services Limited
3rd Floor, Adamjee House
I.I. Chundrigar Road, Karachi

Chief Executive Officer
Central Depository Company of Pakistan Ltd.
CDC House, 99-B, Block 'B'
Shahrahe Faisal, Karachi

Reg. No. 35
Sub-Registrar-II
Saddar Town Karachi



PAKISTAN National Identity Card
ISLAMIC REPUBLIC OF PAKISTAN

Name: **Asad Ullah Khan**
Father's Name: **Atta Ullah Khan**

Gender: **M** Country of Stay: **Pakistan**

Identity Number: **42201-0350243-5** Date of Birth: **14.08.1973**

Date of Issue: **20.06.2014** Date of Expiry: **20.06.2021**

Holder's Signature

42201-0350243-5

QR Code

103641057183
516-73-110583

Registrar General of Pakistan

گمشدہ کارڈ ملنے پر قریبی لیویکس میں ڈال دیں

حکومت پاکستان
قومی شناختی کارڈ
42201-0674966-7

اس کا مظاہرہ نورانی
محکمہ امور
والہ آباد - اسلام آباد
قومی شناختی کارڈ
23/07/1957

قومی شناختی نمبر: 42201-0674966-7
فائیدان نمبر: N69Q9R

موجودہ پتہ: سید نور احمدی روڈ، خان کبیر 106-B
محمد شہیر آباد، سوسائٹی، کراچی شرقی

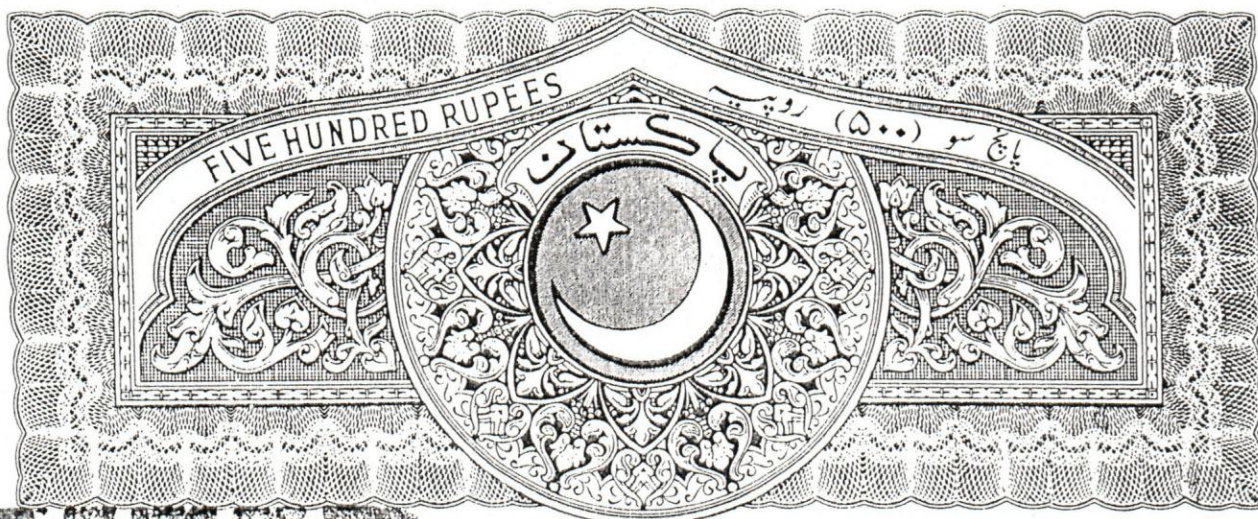
مستقل پتہ: خان کبیر 106-B، محمد علی سوسائٹی، نور دین روڈ، شہیر آباد، کراچی
ڈاکٹر: محمد علی سوسائٹی، کسٹیل وینس، کراچی شرقی

تاریخ تکمیل: 31/08/2017 تاریخ رجسٹر: 03/09/2009

گمشدہ کارڈ ملنے پر قریبی لیویکس میں ڈال دیں



Reg. No. 35
Sub-Registrar-II
Saddar Town Karachi



28 SEP 2005

2396
 Handwritten signature: *Harida M. S. C/O*

Certified True Copy

M. Murtaza Ali
Muhammad Murtaza Ali
COO/Company Secretary
NBP FULLERTON ASSET MANAGEMENT LTD.

GENERAL POWER OF ATTORNEY

Reg. No. 35
 Sub-Registrar-II
 Saddar Town Karach

KNOW ALL MEN BY THESE 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 Limited), I.I. Chundrigar Road, 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:

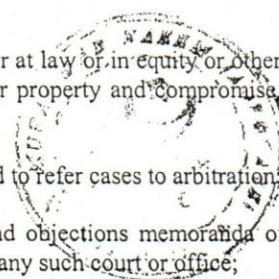


- to appear before any authority to represent the Company, to appear in public meetings or elections or official assemblages and vote for and elect any person or persons and take part in deliberations in the name and on behalf of the Company;
- to use, sign and attest the name and style of the Company 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;
3. 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;
4. to manage the business affairs, investments, securities and property of the Company;
5. 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 statute or otherwise;
6. 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;
8. 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

Handwritten signature

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;

9. 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;
10. to commence, institute, prosecute and defend any action or suit whether at law or in equity or other proceedings necessary to protect the Company's interests, business or property and to 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;
12. to sign and verify plaints, written statements, petitions of claims and objections memoranda of appeal and all kinds of applications and all other forms of pleadings in any such court or office;
13. 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;
14. 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;
15. 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;
16. 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;
18. 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;
20. 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 securities, 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;



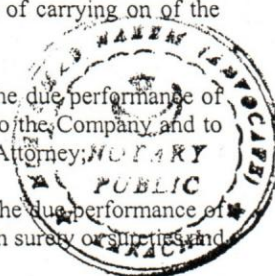
Reg. No. 35
Sub-Registrar-II
Saddar Town Karachi



Certified True Copy
M. Murtaza
Muhammad Murtaza Ali
COO/Company Secretary
NBP FULLERTON ASSET MANAGEMENT LTD.

Handwritten initials/signature

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 due 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 Attorney;
27. to arrange for and accept any surety or sureties guarantor or guarantors for the due performance of any contracts entered into by or on behalf of the Company and to release such surety or sureties and to discharge such guarantor or guarantors in due course;
28. 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;
30. 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;
31. 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;
32. 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;
34. 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;
36. 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;



35
Reg. No. _____
Sub-Registrar-II
Saddar Town Karachi



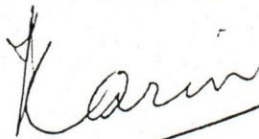
Certified True Copy
Muhammad Murtaza Ali
Muhammad Murtaza Ali
COO/Company Secretary
NBP FULLERTON ASSET MANAGEMENT LTD.

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;
39. 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 Limited have executed this General Power of Attorney and the Common Seal is hereunto affixed on this 4th day of October 2005, at Karachi.


Masood Karim Shaikh
(Director)



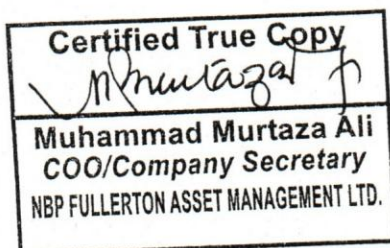

Khawaja Iqbal Hassan
(Director)


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Sub-Registrar-II
Saddar Town Karachi

WITNESSES:

1. 

2. 



Signed Before Me
NOTARY
ATTESTED

Muhammad Naeem Advocate
06 OCT 2005
NOTARY PUBLIC
KARACHI.

PAKISTAN National Identity Card
ISLAMIC REPUBLIC OF PAKISTAN

Name: **Amjad Waheed**

Father Name: **Shaikh Abdul Waheed**

Gender: **M** Country of Stay: **Pakistan**

Identity Number: **37405-6313954-9** Date of Birth: **05.08.1959**

Date of Issue: **27.05.2014** Date of Expiry: **27.05.2021**

Holder's Signature

37405-6313954-9

نمبر 10، محلہ ڈی سی 6، کمرہ جونی
مستقل مکان نمبر 6-239، محلہ لاکھتی مرزہ جونی

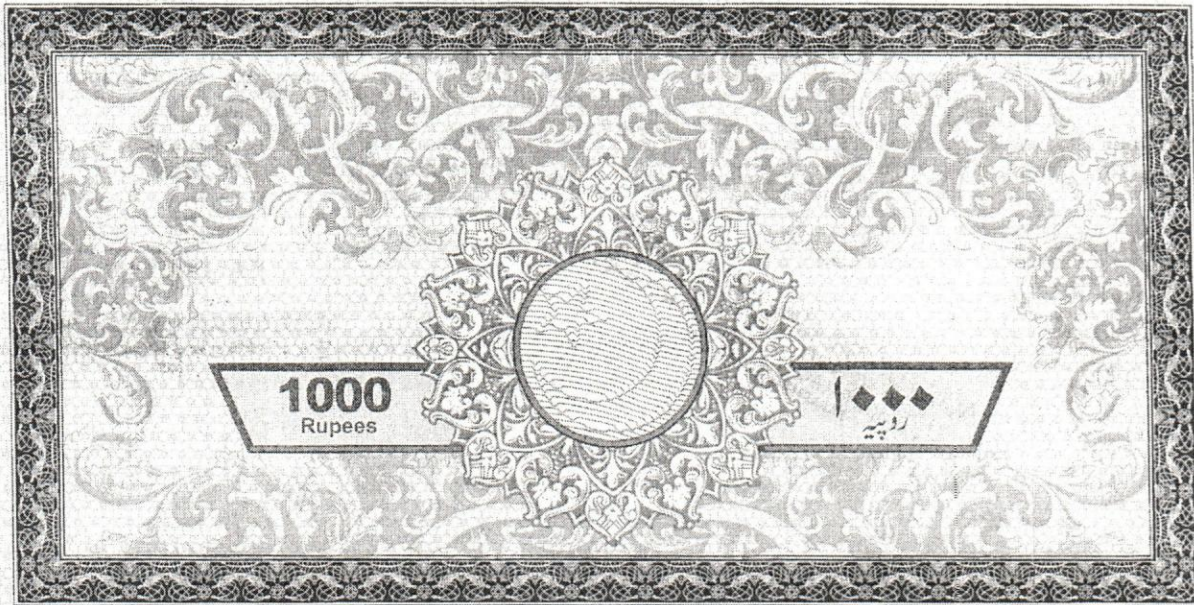
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210-59-322422

گمشدہ کارڈ ہونے پر قریبی ایسٹر بکس میں ڈال دیں

SADDAR TOWN

Reg. No. 35
Sub-Registrar-II
Saddar Town Karachi

550506



ABDULLAH S/o MUHAMMED RAFIQ
 STAMP VENDOR, LICENCE NO. 82
 102, PARDESI PALACE, FATIMA JINNAH COLONY, JAMSHED ROAD, KHI
 S. No. 19778 Date 10 JAN 2017
 Issued to With Address CDC
 Through With Address
 Purpose
 Value Rs. 1000 Attached
 Stamp Vendor's Signature

10 JAN 2017

(RUPEES ONE THOUSAND ONLY)

GENERAL POWER OF ATTORNEY

Reg. No. 35
 Sub-Registrar-II
 Saddar Town Karachi

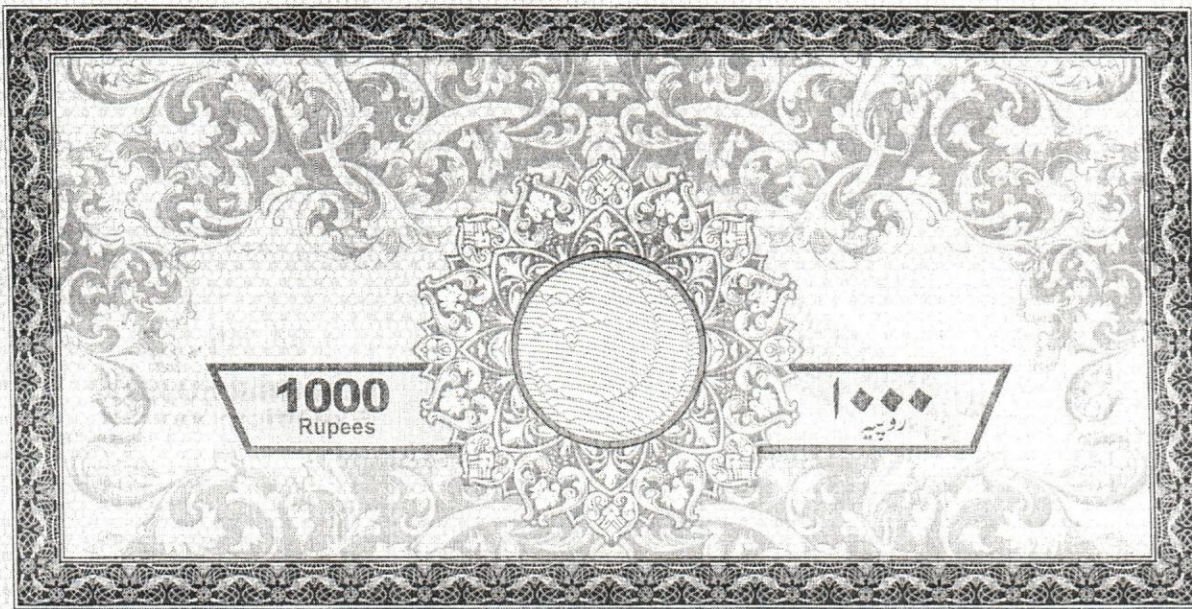
KNOW ALL MEN BY THESE PRESENTS that **CENTRAL DEPOSITORY COMPANY OF PAKISTAN LIMITED**, a company incorporated under the Companies Ordinance, 1984 and having its registered office at CDC House, 99-B, Block-B, S.M.C.H.S., Main Shahrah-e-Faisal, Karachi (hereinafter referred to as "**the Company**") HEREBY NOMINATES CONSTITUTES AND APPOINTS MR. AFTAB AHMED DIWAN son of Mr. Ahmed Diwan, the Chief Executive of the Company, (hereinafter called "**the Attorney**") as its true and lawful agent and attorney to represent and act for the Company in all matters relating to the conduct and management of the business or businesses and affairs of the Company and to do and perform for and on behalf of the Company and in the name of the Company and as the act and deed of the Company or otherwise as might be needful, everything which in the course of such conduct and management might in the opinion of the Attorney be necessary or expedient and as fully and effectually to all intents and purposes as if every act done by the Attorney in exercise of the powers hereby conferred, was fully authorised by and was the act of the Company and in particular (but without in any way limiting, lessening or abridging the generality of the powers aforesaid) to do and perform all or any of the matters, deeds, acts and things herein specified including the power to delegate all or any of the said powers and authorities and appoint any other person or persons to act under or in place of the



(Signature)



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ABDULLAH S/o MUHAMMED RAFIQ
 STAMP VENDOR, LICENCE NO. 82
 102, PARDESI PALACE, FATIMA JINNAH COLONY, JAMSHED ROAD, KHI
 S. No. 14777 Date CDC
 Issued to With Address
 Through With Address
 Purpose
 Value Rs. 1000 Attached
 Stamp Vendor's Signature

13 JAN 2017

(RUPEES ONE THOUSAND ONLY)

Attorney with all or any of the powers and authorities hereby conferred and to remove any such substitute or substitutes or sub-attorney or sub-attorneys at pleasure and to appoint another or others or not as to the Attorney should seem fit and particularly to exercise within the limits of authority lawfully delegated to him by the Board of Directors of the Company, all or any of the following powers, that is to say:

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 Saddar Town Karachi

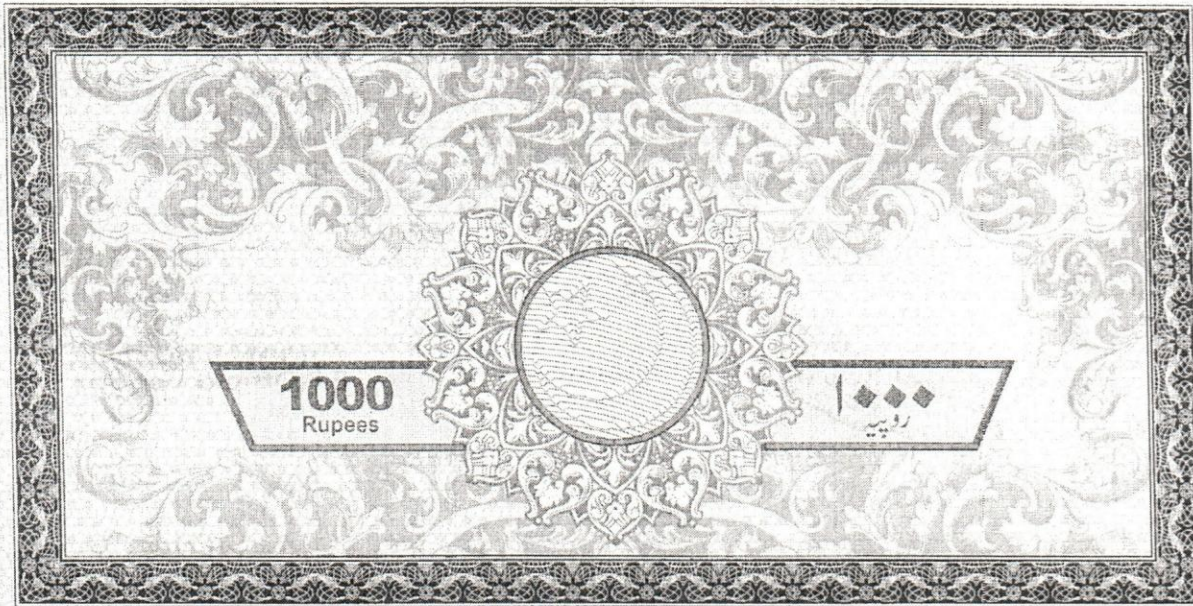


1. To exercise the power of the Company under the Central Depositories Act, 1997, the Securities Act, 2015 and the Central Depository Company of Pakistan Regulations, and all agreements, contracts and other instruments entered into by the Company with any issuers, participants, account holders, investor account holders, DVP Account Holders, eligible pledgees and other persons dealing with the Company, as a central depository, including any stock exchanges and members of stock exchange, National Clearing Company of Pakistan Limited and its clearing members, and related settling banks, to the extent required.

2. To hire, engage and appoint all such officers, clerks, agents and employees as to the Attorney shall, from time to time, appear necessary or expedient for the purposes of the affairs, business or businesses and operations of the Company whether for permanent, temporary or special services, and upon such terms as to the Attorney shall seem fit, and from time to time, at the

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ABDULLAH S/o MUHAMMED RAFIQ
STAMP VENDOR, LICENCE NO. 82
102, PARDESI PALACE, FATIMA JINNAH COLONY, JAMSHED ROAD, KHI
S. No. 14780 Date 10 JAN 2017

Issued to With Address.....

Through With Address.....

Purpose.....

Value Rs. 1000 Attached.....

Stamp Vendor's Signature.....

(RUPEES ONE THOUSAND ONLY)

discretion of the Attorney to promote, transfer, suspend or discharge any or all such officers, clerks, agents and employees whether engaged by the Attorney or by the Company or by others on the Company's behalf and also to engage experts, consultants and contractors on such terms and conditions as may, by the Attorney, be deemed fit, and to terminate their appointments.

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Sub-Registrar-II
Saddar Town Karachi

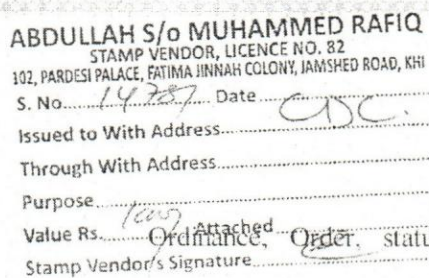


To enter into and execute any arrangements, agreements, contracts, deeds, mandates, guarantees, indemnities, counter-guarantees and other instruments and documents relating to the affairs, business or businesses and operations of the Company and to alter, vary, modify, abrogate or carry out any such arrangements, agreements, contracts, deeds, mandates, guarantees, indemnities, counter-guarantees and other instruments and documents and to do everything on the Company's behalf for the purpose of carrying out and giving effect to any such arrangements, agreements, contracts, deeds, mandates, guarantees, indemnities, counter-guarantees and other instruments and documents either as originally entered into or as so altered, varied or modified.

4. To make and sign applications to Government, Federal, Provincial or City/local and semi-Government departments, agencies and bodies or any other persons or companies or corporations or competent authorities and to appear and represent the Company before the same for the obtaining of all licences, certificates, permissions, no-objections or consents required under any Act.

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0 JAN 2017

(RUPEES ONE THOUSAND ONLY)

Ordinance, Order, statutory instrument, by-law, administrative directive/instruction/order or contracts or agreements or arrangements or may otherwise be required in connection with the operations and business or businesses and any transactions of the Company and/or matters related therewith.

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matters related 35
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Saddar Town Karachi

To enter into any arrangements or agreements and contracts with any Government, Federal, Provincial or City/local departments or authorities or other person or companies or corporations and appear and represent the Company before the same and to obtain and acquire from the same any rights, entitlements, powers, authorities, privileges, licenses or concessions and to carry out, exercise or comply with the requirements incidental or related to the same.

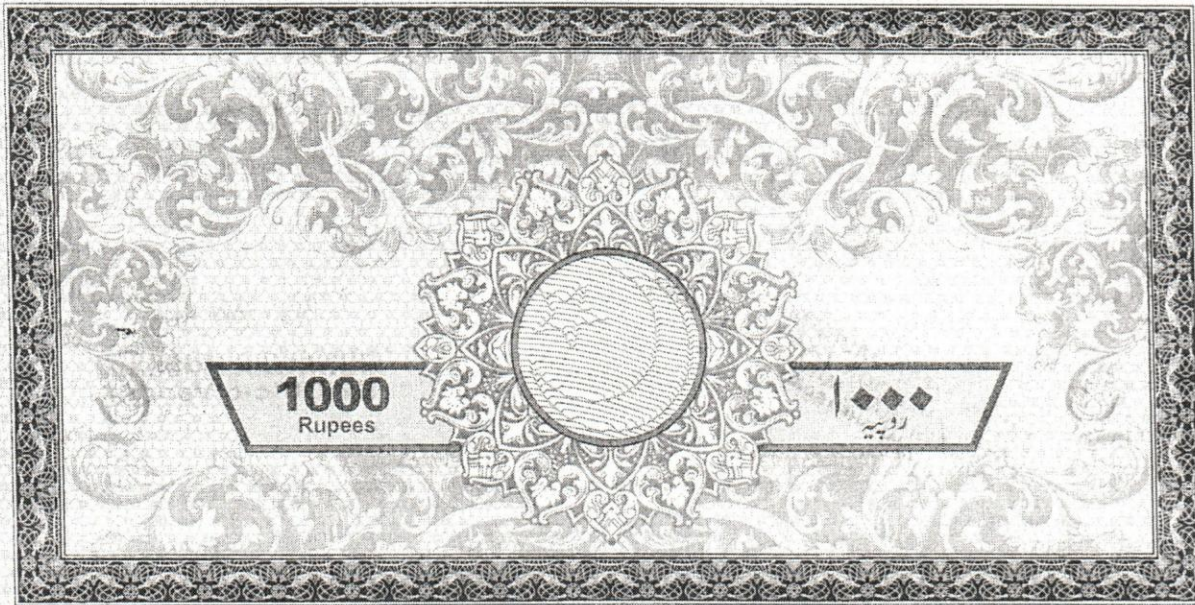
6. In connection with the matters stated herein, to realise, recover, receive, and take payment of any money or monies that shall or may become payable to the Company and upon receipt thereof to give and grant sufficient and effective receipts and discharges for the same.

7. To settle any debts due to and any claims and demand by or against the Company and to make and give receipts, releases and other discharges for monies payable to the Company and for claims and demands of the Company.

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ABDULLAH S/o MUHAMMED RAFIQ
 STAMP VENDOR, LICENCE NO. 82
 102, PARDESI PALACE, FATIMA JINNAH COLONY, IAMSHEED ROAD, KHI
 S. No. 14782 Date 10 JAN 2017
 Issued to With Address: CDC
 Through With Address: _____
 Purpose: _____
 Value Rs. 1000 Attached: _____
 Stamp Vendor's Signature: _____

10 JAN 2017

(RUPEES ONE THOUSAND ONLY)

8. To draw and sign cheques and other orders for the payment of money on any banks or bankers or any Government Treasury or any other Government establishment, department, officer, any other persons, companies or corporations upon whom, in the usual course of business of the Company as a central depository, it may be necessary or expedient to draw and sign cheques or orders for payment of money and also to designate and authorise signatories of bank accounts in respect of same.

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9. Exclusively in connection with those activities of the Company in which the Company is engaged in or may in future be engaged in addition to its usual business of a central depository, to open and operate bank accounts and to draw and sign cheques and other orders for the payment of money on any banks or bankers or any Government Treasury or any other Government establishment, department, officer, any other persons, companies or corporations and to close such bank accounts and to designate and authorise signatories of such bank accounts.

10. To invest the moneys and funds of the Company on temporary basis in the purchase of any securities or by placing the same on deposit with banks and financial institutions for a fixed period as

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deemed appropriate by the Attorney or in call accounts and to sell such securities.

11. To exercise all rights of conversion or of exchange or of funding or similar or analogous rights vested in the Company in respect of any securities held by the Company from time to time and that whether such securities were acquired by the Company directly or by the Attorney on behalf of the Company.

12. To realise or otherwise deal with any of the investments of the Company as the Attorney may think proper and to exercise on behalf of the Company all or any of the powers attaching thereto and to endorse all or any securities or other documents requiring endorsement.

13. To enter into, sign, seal, deliver and execute all deeds, instruments, documents, contracts and writings whatever and of whatever nature which the Attorney may think necessary expedient or desirable or which requires to be executed by the Company and in particular but without prejudice to the generality of the foregoing all bonds, deeds and undertakings to be entered into by the Company as surety for any person, firm or company and also all transfers, conveyances, assurances, assignments, mortgages, charges, leases, underleases, tenancy agreements, options, licences, renewals of licences, releases and surrenders TO MAKE, SIGN AND EXECUTE all applications, declarations or submissions and to execute and swear all affidavits which may be proper, requisites necessary for the purposes of effecting or completing any such transfer, conveyance, assurance, assignment, mortgage, charge, lease, underlease, tenancy agreement, option, licence, renewal of licence, release or surrender and all supporting and ancillary forms, writings and documents AND TO APPEAR before any Inspector General of Registration or District Registrar or Sub-Registrar of Assurances or other officer or authority having jurisdiction in that behalf and before him or them to present for registration, acknowledge and admit execution of and register all such deeds, instruments, documents and writings as may be made, entered into, signed, sealed, delivered or executed by the Company or by the Attorney on behalf of the Company in the performance of the powers and authorities herein contained or which the Company has the right or is required to present for registration and register in accordance with the provisions of the Registration Act 1908 or any statutory modification or re-enactment thereof or rule or regulation made thereunder and for the time being in force TO PAY all proper fees, duties and charges which may be incurred in the performance and execution of the powers and authorities herein before contained.

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Sub-Registrar II
Saddar Town Karachi



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14. To purchase or by any other means acquire any free-hold, lease-hold or other property or any estate or interest whatever and any rights, privileges or easements over or in respect of any property and any buildings or premises and any real or personal property or rights therein whatsoever which may be necessary for or may be conveniently used by or may enhance the value of any other property belonging to the Company.

15. To negotiate for the sale and to sell, transfer and dispose of any real or personal property or rights and interests therein belonging to the Company at such price and on such terms and conditions as the Attorney in his discretion shall think fit and proper and for that purpose to settle the terms of and to sign, seal, execute and deliver all such contract or contracts, agreement or agreements for sale or deeds of sale, conveyances or assurances or transfers with all necessary and reasonable covenants therein on the part of the Company and generally upon such terms and conditions as shall be deemed necessary or expedient for the protection and preservation of the interests of the Company.

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Saddar Town Karach



16. From time to time if and when the Attorney shall think fit or, where authorised by the directors, to sign loan and other financing documents, mark-up agreements, morabaha agreements, agreements and other similar documents for raising loans and finances for the Company, and to mortgage, charge, hypothecate, surrender, give up, demise or lease out any property, immovable or movable whatsoever, belonging to or held by the Company and transfer, release, or otherwise deal with any mortgage, charge or security whether upon immovable or movable property, to accept any mortgage, charge, pledge or lien in favour of the Company and also to execute and/or enforce any powers of sale or other rights, powers or remedies incidental to any such mortgage, charge, pledge or lien as aforesaid or otherwise to release and obtain the benefit thereof in such manner as the Attorney may think proper and also to obtain reconveyances and releases in favour of the Company of properties mortgaged or charged by the Company in favour of creditors or others for whatsoever reason and to sign any deeds or reconveyances and releases or redemption on behalf of the Company.

17. To insure all or any risks of and properties belonging to and/or under the control of or custody of the Company and from time to time to procure insurance coverage against, including but not restricted to, risk management of the business or all or any of the businesses and operations of the Company to such extent and in such manner and on such terms and conditions and with such

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insurance company or companies as the Attorney may think proper.

18. To attend and vote and represent the Company at any meeting of the shareholders of any company or corporation, and to act as proxy or appoint a proxy on the Company's behalf upon any shares or other securities held or owned by the Company, or in which the Company may have any interest.

19. To use, exercise, and enforce, all powers, rights and remedies in respect of any lands, goods, chattels, merchandise, stocks, funds, monies, shares, securities, real and personal estate or property of every kind whatsoever, or any account, matter or thing whatsoever, which the Company can or could use, exercise, or enforce.

20. To call for, settle, and adjust all accounts now pending or outstanding, or which may hereafter pend or exist between the Company and any other person or persons whomsoever or in which the Company may be in any way concerned or interested and to pay or receive the balance or balances which may appear to be due on any account, as the case may require.

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21. 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.

22. To institute, conduct, defend, compound, settle, withdraw or abandon any suits or legal proceedings, whether criminal or civil, by or against the Company or its officers or otherwise concerning its affairs, 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 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 as the Attorney shall think fit and to sign and verify any pleadings, documents, deeds or any applications and to affirm affidavits and also to compromise, refer to arbitration, abandon, submit to judgment, appeal, review or revision or become non suited in any such action or proceeding and for such purpose to appear before judges, magistrates or other officers wherever necessary.

[Handwritten signature]



23. To execute, sign, verify, attest, swear and affirm any pleadings, including plaint, written statement, affidavit, rejoinder, application, Vakalatnama and any other documents which may be necessary and proper and to prefer any appeal/revision and review in the High Court or Supreme Court and to represent the Company before any tribunal, authority/officer for the aforesaid purposes on the Company's behalf.

24. To sign and file all requisite returns and other forms and statements required to be filed under the Income-tax and/or under any other tax laws (including rules made thereunder), to attend to and procure assessments, to file appeals thereagainst, and to engage tax consultants, tax practitioners and other experts in that connection.

25. To sign and file all returns, other forms and statements as may be required to be filed by the Company under any labour or human resources related laws and rules made thereunder.

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

To concur in doing any of the acts and things herein mentioned in conjunction with any other person or persons interested in the premises.

28. To do, perform, execute and transact all other acts, matters and things whatsoever, which the Attorney may consider necessary or expedient in relation to the premises and in the conduct and management of the affairs of the Company notwithstanding that no special power has been conferred on the Attorney under this General Power of Attorney in respect thereof.

29. And it is hereby declared that the word "person" throughout these presents shall (unless the context shall require a contrary construction) be deemed to include, and shall include any number of persons, and also any foreign government and any firm, corporation, company, association or body politic, municipal, commercial or any other kind whatsoever.

30. THE COMPANY HEREBY RATIFIES AND AGREES to ratify and confirm all that the Attorney, or any substitute(s) or sub-attorney(s) shall lawfully do or cause to be done by virtue of

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Sub-Registrar-II
Saddar Town Karachi



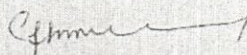
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these presents.

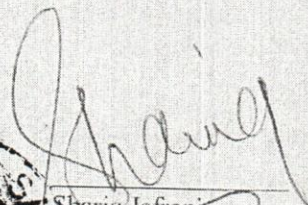
IN WITNESS WHEREOF the Company has executed this Power of Attorney by causing its Common Seal to be hereunto affixed this 10th day of January 2017 by Mr. Shariq Jafrani, the Chief Financial Officer and Company Secretary of the Company who have been authorised to affix the Common Seal of the Company hereunto in terms of the Resolution of the Board of Directors of the Company dated January 10, 2017 and to sign this General Power of Attorney in token of the affixation of the Common Seal of the Company.

Specimen Signature of the Attorney



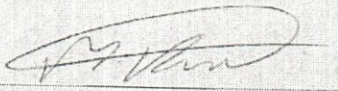
Aftab Ahmed Diwan

Reg. No. 35
Sub-Registrar
Saddar Town Hall


Shariq Jafrani
Chief Financial Officer & Company Secretary

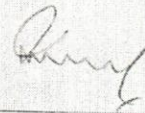
WITNESS:

Name: Muhammad Khurram
NIC #: 42301-0576375-3



WITNESS:

Name: Rasool Hooda
NIC #: 42101-1741252-1



**CENTRAL DEPOSITORY COMPANY
OF PAKISTAN LIMITED**

Head Office
CDC House, 99-B, Block 'B'
S.M.C.H.S. Main Shahra-e-Faisal
Karachi - 74400. Pakistan.
Tel: (92-21) 111-111-500
Fax: (92-21) 34326061
URL: www.cdcpakistan.com
Email: info@cdcpak.com



Board Resolution

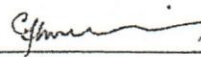
RESOLVED THAT as a consequence of the sudden and untimely demise of Mr. Muhammad Hanif Jakhura, Mr. Aftab Ahmed Diwan be and is hereby appointed as the officiating Chief Executive Officer (CEO) of the Company with immediate effect till such time that a new CEO is appointed under the provisions of Central Depositories (Licensing & Operations) Regulations, 2016.

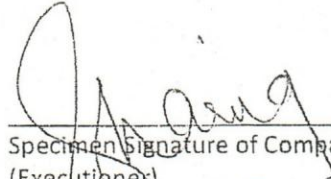
FURTHER RESOLVED THAT all the powers delegated by the Board to the Mr. Muhammad Hanif Jakhura as Chief Executive Officer with respect to operations of the Company are be and hereby delegated to Mr. Aftab Ahmed Diwan (including the power to delegate all or any of the said powers) as the officiating CEO of the Company till such time that a new Chief Executive Officer is appointed in accordance with the Central Depositories (Licensing & Operations) Regulations, 2016 and a formal power of attorney be issued in favour of Mr. Aftab Ahmed Diwan in the same form and substance as was issued in favour of Mr. Muhammad Hanif Jakhura.

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Saddar Town Karachi

FURTHER RESOLVED THAT the CFO & Company Secretary be and is hereby authorized to complete all the statutory requirements in this respect and take necessary actions including but not limited to affixing Company Seal.


Specimen Signature of Attorney


Aftab Ahmed Diwan


Specimen Signature of Company Secretary
(Executioner)

Certified true copy

I HEREBY CERTIFY THAT THE RESOLUTION WAS PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY THROUGH CIRCULATION DATED JANUARY 10, 2017


Shariq Jafri
CFO & Company Secretary





EEL IQBAL STAMP VENDOR
88 Shoaib No 113 New Ruby Centre
Road, Boulton Market Karachi

9776 Date 16 JUL 2014

With Address N A F A

With Address N A F A
Attached
Vendor's Signature (FOR FREE WILL & DIVORCE PURPOSE)



FOURTH SUPPLEMENTAL TRUST DEED OF NAFA ISLAMIC AGGRESSIVE INCOME FUND

This Fourth Supplemental Trust Deed of Nafa Islamic Aggressive Income Fund is made and entered into at Karachi, on this 17th day of July 2014;

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Saddar Town Karachi

Sub-Registrar-I
Saddar Town Karachi

AMONG

(A) NBP Fullerton Asset Management Limited, a public limited company, incorporated under the Companies Ordinance, 1984, having its registered address at 7th Floor, Clifton Diamond Building, Block No. 4, Scheme No. 5, Clifton Karachi (hereinafter called the "Management Company", which expression where the context so permits, shall include its successors in interest and assigns) of the First Part; and

AND

(B) 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 "CDC", which expression, where the context so permits, shall include its successors in interest and assigns) of the Second Part;

AND

(C) MCB Financial Services Limited (MCBFSL), a company incorporated under the Companies Ordinance, 1984 as a wholly owned subsidiary of MCB Bank Limited with its registered office at 16th Floor MCB Tower, I.I. Chundrigar Road, Karachi (hereinafter called the "MCBFSL", which expression, where the context so permits, shall include its successors-in-interest and assigns) of the Third Part.

[Handwritten signatures]

WHEREAS:

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- (1) The NBP Fullerton Asset Management Limited and the Central Depository Company of Pakistan Limited (CDC) executed a Trust Deed on August 20, 2007, to constitute NAFA Islamic Income Fund under the NBFC Regulations (defined in the said Trust Deed as the "Fund", or "NIIF" or "NIAIF" or the "Trust"), which Trust Deed was registered with the Sub-Registrar-II, Saddar Town, Karachi, under registration number No.870 of Book No. IV dated 20-08-2007 and M.F. Roll No. U-67932/4520 of the Photo Registrar, Karachi dated 24-04-2007.
- (2) The Trust Deed dated August 20, 2007 was amended by mutual consent of both the Management Company and the CDC vide First Supplemental Trust Deed dated September 07, 2010 registered with the Sub-Registrar-II, Saddar Town, Karachi, under registration No. 149 of Book No. IV dated 07-09-2010 of the Sub-Registrar-II, Saddar Town, Karachi and M.F. Roll No. U-54847/6657 of the Photo Registrar, Karachi dated 27-09-2010.
- (3) The Trust Deed dated August 20, 2007 was amended by mutual consent of the both the Management Company and the CDC vide Second Supplemental Trust Deed dated May 04, 2011 registered with the Sub-Registrar-II, Saddar Town, Karachi, under registration No. 124 of Book No. IV of the Sub-Registrar-II, Saddar Town, Karachi and M.F. Roll No. U-32306/7075 of the Photo Registrar, Karachi dated 10-05-2011.
- (4) The Trust Deed dated August 20, 2007 was amended by mutual consent of the Management Company, the CDC and MCBFSL vide Third Supplemental Trust Deed dated November 22, 2011 registered with the Sub-Registrar-II, Saddar Town, Karachi, under registration No. 323 of Book No. IV of the Sub-Registrar-II, Saddar Town, Karachi and M.F. Roll No. U-32306/7075 of the Photo Registrar, Karachi dated 01-12-2011.
- (5) The NBP Fullerton Asset Management Limited has proposed to change the Trustee of the Fund vide its letter No. NAFA/OPS/2014/3387 dated May 08, 2014 and MCBFSL has accepted to be removed from the trusteeship of the Fund vide its letter No. MCBFSL/CE/024/14 dated May 20, 2014.
- (6) CDC has accorded its consent to the NBP Fullerton Asset Management Limited for being appointed as Trustee of NAFA Islamic Aggressive Income Fund in place of MCBFSL vide its letter No. CDC/T&C-UI/DH/0110/2014 dated May 08, 2014.
- (7) The Securities & Exchange Commission of Pakistan ("the SECP") has approved the amendments to the Trust Deed, vide its letter No. SCD/AMCW/11/2014 dated July 03, 2014, annexed hereto as Annexure "A".
- (8) The NBP Fullerton Asset Management Limited, MCBFSL as the outgoing trustee and CDC as the incoming Trustee, hereby agree upon the terms and conditions for the retirement of MCBFSL and the contemporaneous appointment of CDC as the Trustee of NAFA Islamic Aggressive Income Fund on Effective Date.
- (9) NBP Fullerton Asset Management Limited and CDC have agreed to amend certain clauses of the Trust Deed in accordance with Clause 14 thereof.

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Saddar Town Karachi

[Signature]

[Signature]

NOW THEREFORE THIS FOURTH SUPPLEMENTAL TRUST DEED OF NAFI ISLAMIC AGGRESSIVE INCOME FUND, WITNESSETH AS FOLLOWS:-

1. Effective Time:

The Effective Time mean "the date and time when memo of handing over and taking over is signed by outgoing Trustee and incoming Trustee". The Effective Time shall be communicated by the Management Company to both outgoing Trustee and incoming Trustee after execution of Fourth Supplemental Trust Deed of the Fund.

2. Retirement of MCBFSL and Appointment of CDC as Trustee

- 2.1 At the Effective Time mentioned in Clause 1 above, MCBFSL shall be ceased to be the Trustee of the Fund and CDC shall be acting as the Trustee of the Fund in place of MCBFSL. CDC is deemed to have become a party to the Trust Deed as Trustee in place of MCBFSL and all terms, conditions, responsibilities, obligations, rights and entitlements of the Trustee under the Trust Deed, have become applicable to CDC as the Trustee of the Fund.
- 2.2 From the Effective Time, all references to MCBFSL under the Trust Deed and the Offering Document shall be deemed to be references to CDC as the Trustee.
- 2.3 Within 30 days from the date of the execution of this Fourth Supplemental Trust Deed, MCBFSL shall hand over to CDC as the new Trustee, all the Trust Property, including assets, securities, instruments and all other properties of the Fund, which were in possession or power of MCBFSL to CDC as new Trustee along with all and any amounts in the Bank Accounts of the Fund and all sums that were due from MCBFSL to the Fund on any count whatsoever except as mentioned in clause 3 below. CDC shall hold and stand possessed of the Trust Property and perform all the functions and be subject to all obligations and liabilities of the Trustee of the Fund and shall exercise all rights, privileges and powers of the Trustee, as contained in the Trust Deed, the Offering Document, the NBFC & NE Regulations (as amended or substituted from time to time) in place of MCBFSL, subsequent to Effective Time. The handing over and taking over of Trust Property of the Fund shall be recorded through a "memo of handing over and taking over" and signed by both outgoing Trustee and incoming Trustee.
- 2.4 The retirement of MCBFSL and appointment of CDC in its place as the Trustee of the Fund shall be deemed to be contemporaneous so that the continuity of the Trust and its business and operations are maintained without any disruption.

3. Bank Accounts

- 3.1 CDC shall open new Bank Account for the trust as required under the Trust Deed and the Offering Document of the Fund and MCBFSL shall transfer the balances from the existing Bank Accounts to the new Bank Accounts to be opened by CDC, except those mentioned in Clause 3.2 hereafter.
- 3.2 All balances in those existing Bank Accounts in which cheques may have been drawn or issued by MCBFSL on account of the Trust and have not been

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Muhammad F

Muhammad F *Jamil Zameer*

realized, shall be retained in the said existing Bank Accounts, but only to the extent of aggregate amounts of such unrealized cheques, for a period of six (6) months from the date of the Effective Time, so that the cheques already issued by MCBFSL can be encashed from such Bank Accounts. After the expiry of 6 months, all such Bank Accounts shall be closed and the balances, if any, shall be transferred to the new Bank Accounts to be opened and maintained by CDC.

- 3.3 All other existing Bank Accounts maintained by MCBFSL (other than those mentioned in clause 3.2 above) shall be closed within a period of seven days from the Effective Time or from the date of realization of all outstanding cheques that may have been deposited by MCBFSL on account of Trust for collection, whichever is later.

4. Liabilities and Responsibilities of CDC and MCBFSL

- 4.1 MCBFSL shall continue to be liable for any default in or non-performance of its duties as Trustee or for any negligence on its part or on part of its officers or officials, nominees or agents and for any acts or omissions effectuated prior to and upto the Effective Time in accordance with the provisions of the Trust Deed, the Offering Document, the NBFC & NE Regulations. Subsequent to Effective Time, CDC shall be responsible for the same.

- 4.2 Subject to the provisions of the Trust Deed and the Offering Document of the Fund, MCBFSL shall indemnify the NBP Fullerton Asset Management Limited and CDC in respect of any default, non performance or violations of the terms and conditions of the Trust Deed, the Offering Document, the NBFC & NE Regulations that may have taken place, advertently or inadvertently prior to and upto Effective Time and which may come to the notice of the NBP Fullerton Asset Management Limited or the CDC or the SECP at any time after the Effective Time.

5. Amendment to the Trust Deed

By virtue of the appointment of CDC as Trustee of the Fund in place of MCBFSL, the Trust Deed stands amended as follows:

Parties to the Trust Deed

The Parties to the Trust Deed dated July 17, 2014 are as follows:-

NBP Fullerton Asset Management Limited, a public limited company, incorporated under the Companies Ordinance, 1984, having its registered address at 7th Floor, Clifton Diamond Building, Block No. 4, Scheme No. 5, Clifton Karachi (hereinafter called the "Management Company", which expression where the context so permits, shall include its successors in interest and assigns) of the First Part; and

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

"CDC", which expression, where the context so permits, shall include its successors-in-interest and assigns) of the Second Part.

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M. M. Iqbal *M. A. Khan* *Javed Zafar*

6. Amendment of sub-clause 5.C.1

In sub-clause 5.C.1 of the Second Supplemental Trust Deed is hereby replaced in its entirety by the following text:

5.C.1 The Trustee, at the request of the Management Company, shall open Bank Accounts titled **CDC - Trustee NAFA ISLAMIC AGGRESSIVE INCOME FUND** for the Unit Trust at designated Bank(s) in Pakistan for collection, investment, redemption or any other use of the Trust's funds. The Management Company may open any accounts with any branch of that Bank(s) provided that the Management Company shall obtain approval from its Board of Directors in its subsequent meeting.

7. Amendment of sub-clause 5.C.2

In sub-clause 5.C.2 of the Second Supplemental Trust Deed is hereby replaced in its entirety by the following text:

5.C.2 The Trustee shall open additional Bank Account(s) titled **CDC - Trustee NAFA ISLAMIC AGGRESSIVE INCOME FUND** at such branches of Banks and at such locations (including outside Pakistan, subject to applicable regulations and after obtaining all necessary approvals from the relevant regulatory authority in Pakistan) as may be reasonably required by the Management Company from time to time. Such accounts shall be used as collection and redemption accounts. There shall be instructions for all such collection and redemption accounts to promptly transfer the funds collected therein to the main Bank Account and/or transfer the funds to the relevant bank accounts of the Unit Holders for redemption purposes.

8. Amendment of sub-clause 5.C.9

In sub-clause 5.C.9 of the Second Supplemental Trust Deed is hereby replaced in its entirety by the following text:

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) may be used for the purpose of collection of sale proceeds, where collections received on account of subscription of Units by investors of various unit trusts and the administrative plans that are managed by the Management Company shall be held prior to their being allocated and transferred to pertinent unit trust(s). Such account(s) may also be used for temporary parking for the purpose of redemption. Provided however, in relation to the other unit trusts managed by the Management Company mentioned above, there are similar provisions in the trust deeds of such funds and have Trustee as common between them.

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

MCBFSL as the outgoing Trustee, CDC as the incoming Trustee and the NBP Fullerton Asset Management Limited hereby certify that the above amendments in so far as these relate to the retirement of MCBFSL as outgoing Trustee and the appointment of CDC as incoming Trustee in place of MCBFSL shall not prejudice the interests of the Unit Holders or any of them or operate to release or exonerate MCBFSL as the outgoing Trustee from any responsibility to the Unit

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Holders upto the Effective Time, or operate to relieve or exonerate CDC as the incoming Trustee from any responsibility to the Unit Holders from the Effective Time and onwards. NBP Fullerton Asset Management Limited, as the Management Company and CDC as the incoming Trustee further certify that in their opinion, all other amendments to the Trust Deed mentioned above, shall not prejudice the interest of the Unit Holders or any of them and shall not operate to release or exonerate NBP Fullerton Asset Management Company Limited, as the Management Company and/or CDC, as the new Trustee from any responsibility to the Unit Holders.

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IN WITNESS WHEREOF, THIS FOURTH SUPPLEMENTAL TRUST DEED OF NAFA Islamic Aggressive Income Fund has been executed on the date first mentioned above.

The Common Seal of NBP Fullerton Asset Management Limited was hereunto fixed on 17th day of July 2014, in the presence of:

Signature: 

Name : MUHAMMAD MURTAZA ALI


NIC # : 42301-1002708-9

Signature: 

Name : Amjad Wakeel


NIC # : 374056313954-9

The Common Seal of Central Depository Company of Pakistan Limited was hereunto fixed on 17th day of July, 2014 in the presence of:

Signature: 

Name : Aliqur Rehman

NIC # : 42501-9253203-1

Signature: 

Name : ABDUL SAMAD

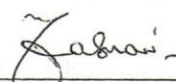
NIC # : 42101-1818807-7

The Common Seal of MCB Financial Services Limited was hereunto fixed on 17th day of July, 2014 in the presence of:

Signature: 

Name : FAISAL AMIN

NIC # : 42101-1485447-3

Signature: 

Name : MUHAMMAD HASNAIN

NIC # : 42000-2017635-5

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WITNESSES

1.

Name : KIRAN KHANNA

NIC # : 42201-0708667-5

2.

Name : ZEESHAN

NIC # : 42101-0800553-5



S. No. 38650
Presented in the office of
Sub-Registrar Office-I,
Jamshed Town
on 17-7-2014
Between Hrs. 10 to 12

Received Registration Fee as follows.

Registration fee: 40
Micro Filming Fee: 40
Endorsement Fee: 165
Search Fee: 5
Penalties u/s 25/34: 5
Postage Charges: 5

Sub-Registrar-I
Jamshed Town, Karachi

Sub-Registrar-I
Jamshed Town, Karachi

Mr/Mrs/Miss: Amyad Wahand
S/o D/o W/o Shahid Abdul Wahand

Executing Party Business/Service

Muslim Adult Age: 55 yrs
R/o Plot no 76/11 Street Karachi Phon 6 DHA

Admits execution of this deed.

NIC NO: 37405-6313959-9 in the capacity shown

Urgent Microfilming Fee. Mr/Mrs/Miss: Mohammed Marjiz in the deed.

Rs. 400 Receipt No: 75 S/o D/o W/o Mohammed Amin Chishti

Date: 25-7-2014 Executing Party Business/Service

Muslim Adult Age: 42 yrs

R/o D.H.A. Cat Karachi

Sub-Registrar-I

Jamshed Town, Karachi

Admits execution of this deed.

NIC NO: 42301-1002708-9 in the capacity shown

Mr/Mrs/Miss: Atiqah Rehman in the deed.
S/o D/o W/o Abul Kalam Azad

Executing Party Business/Service

Muslim Adult Age: 45 yrs

R/o Plot no 56 D D road no 25 Karachi IV Rashid Mirza Road

Admits execution of this deed.

NIC NO: 42501-9253203-1 in the capacity shown

Mr/Mrs/Miss: Abdul Samad in the deed.
S/o D/o W/o Abdul Rashid

Executing Party Business/Service

Muslim Adult Age: 45 yrs

R/o North Nazimabad Karachi

Admits execution of this deed.

NIC NO: 42101-1818807-1 in the capacity shown

Mr/Mrs/Miss: Faisal Amin in the deed.
S/o D/o W/o Amin Ahmad

Executing Party Business/Service

Muslim Adult Age: 38 yrs

R/o North Nazimabad Karachi

Admits execution of this deed.

NIC NO: 42101-1485447-3 in the capacity shown

Mr/Mrs/Miss: Mohammed Haseen Amin in the deed.
S/o D/o W/o Ghulam Abbas Cakhan

Executing Party Business/Service

Muslim Adult Age: 37 yrs

R/o Parsi Colony Karachi

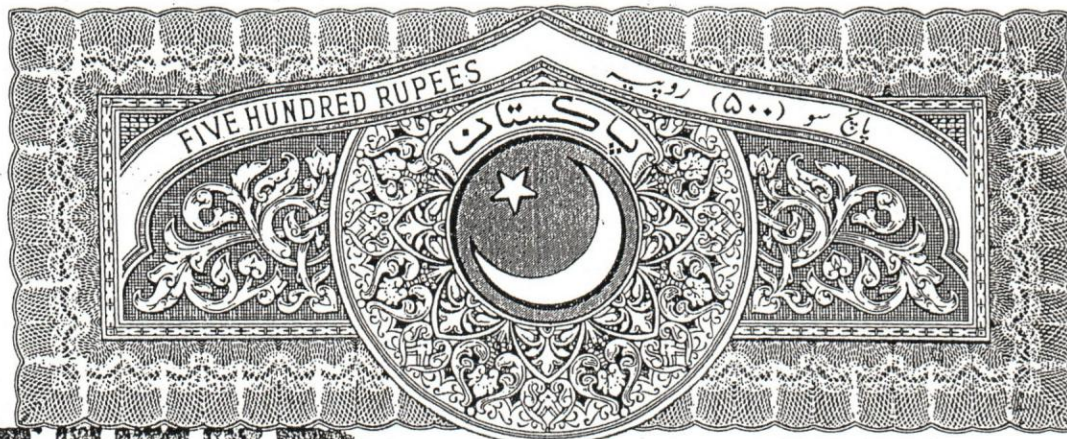
Admits execution of this deed.

NIC NO: 42000-2017635-5

in the capacity shown in the deed

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Saddar Town Karachi





28 SEP 2005

House No. 4, Block 27
Karachi, Pakistan.

23965

Handwritten signature: *Haris Ahsan*

Handwritten signature: *Haris Ahsan*

Handwritten signature: *Haris Ahsan*

Certified True Copy

Handwritten signature: *Muhammad Murtaza Ali*

Muhammad Murtaza Ali
CFO/Company Secretary
National Fullerton Asset Management Ltd.

GENERAL POWER OF ATTORNEY

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KNOW ALL MEN BY THESE 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 Road, 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:

1. 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;

3. 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;

5. 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 statute or otherwise;
6. 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;
8. 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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Date 08-08-2014

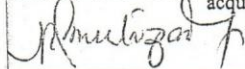
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and in any other office of the Federal, Provincial and local Government, including without prejudice to the generality of the foregoing, any Union Council, District Council, Cantonment Board, Municipal Corporation or Notified Area and Co-operative 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;

9. 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;
10. to commence, institute, prosecute and defend any action or suit whether at law or in equity or other proceedings necessary to protect the Company's interests, business or property and to 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;
12. to sign and verify plaints, written statements, petitions of claims and objections memoranda of appeal and all kinds of applications and all other forms of pleadings in any such court or office;
13. 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;
14. to apply to any court or officer for copies of records and documents or for certified copies of any decree, order or judgment and to obtain such copies;
15. 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;
16. 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;
18. 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 statutory instrument, regulation, byelaw or otherwise in connection with the business, management and affairs of the Company;
20. 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 securities, 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;

Certified True Copy


 Muhammad Murtaza Ali
 CFO/Company Secretary
 Al Fulleon Asset Management Ltd.

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 Date 08-08-2014

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Garrisoned Town, Karachi

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 due 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 Attorney;
27. to arrange for and accept any surety or sureties guarantor or guarantors for the due performance of any contracts entered into by or on behalf of the Company and to release such surety or sureties and to discharge such guarantor or guarantors in due course;
28. 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;
30. 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;
31. 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;
32. 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;
- 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;
34. 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;
36. 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

Certified True Copy

Mammad Murtaza Ali
FO/Company Secretary
Fusion Asset Management Ltd.

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Garrisoned Town Karachi

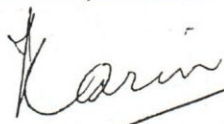
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Date 08-08-2014

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;

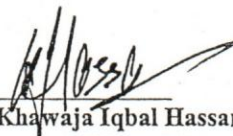
38. generally to do all other acts and things incidental to the exercise of the aforesaid powers;
39. we hereby agree to ratify and confirm whatsoever the Attorney shall lawfully do or cause to be done pursuant to the powers hereby given.

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 Limited have executed this General Power of Attorney and the Common Seal is hereunto affixed on this 4th day of October 2005, at Karachi.



Masood Karim Shaikh
(Director)




Khawaja Iqbal Hassan
(Director)

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Sub-Registrar-II
Saddar Town Karachi

WITNESSES:

 - (Nasim Hassan - 61101-38857583)

Signed Before Me
NOTARY

ATTESTED

Muhammad Naeem Advocate
06 OCT 2005
NOTARY PUBLIC
KARACHI.



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Date 08-08-2014

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RESOLUTION PASSED THROUGH CIRCULATION ON May 29, 2012
Addition and Deletion in Authorized Signatory from category "B" on behalf of company acting as Trustee/Custodian for all funds. Sub-Registrar-I
Saddar Town, Karachi

"Resolved, that the resignation by Mr. Muhammad Nawaid Quraishi Officer Grade III be and is hereby accepted which effected from April 25, 2012".

"Further Resolved, that signature of Mr. Muhammad Nawaid Quraishi Officer Grade III (In CDC accounts, Banks Accounts, any documents on behalf of Company acting as Trustee for funds) be deleted and is hereby approved."

Further Resolved, that Mr. Adeel Aslam Officer Grade III nominated under Category "B" in place of Mr. Muhammad Nawaid Quraishi Officer Grade III be and hereby approved.

Further Resolved, that Mr. Khawaja Anwar Hussain, Chief Executive Officer, Mr. Syed Imran Ahmed, Chief Financial Officer, Mr. Faisal Amin, Head of Operations and Mr. Muhammad Hasnain Lakhani Deputy Head of Operations all nominated under category "A" and, Mr. Sajid Khan, Officer Grade I, Mr. Naeem-ur-Rahman Officer Grade I, Mr. Muhammad Jamshed, Officer Grade III and Mr. Mr. Adeel Aslam Officer Grade III all nominated under Category "B" be and are hereby authorized to open, close and operate bank (s) account (s) as Trustee with joint signatures (any two from category "A") OR (one from category "A" and one from category "B"). They are also empowered to sign any documents or instructions, letters on behalf of company acting as Trustee for Funds name mentioned below as and when required or advised by the Fund Management Companies and is hereby approved."

1. Atlas Fund of Funds
2. Askari Islamic Income Fund
3. Askari Islamic Asset Allocation Fund
4. ABL AMC Capital Protected Fund
5. AH Dow Jones Safe Pak Titans 15 Index Fund
6. BMA Chundrigar Road Savings Fund
7. BMA Express Cash Fund
8. Dawood Income Fund
9. JS Income Fund
10. JS Cash Fund
11. JS Growth Fund
12. JS KSE 30 Index Fund
13. JS Value Fund
14. KASB Cash Fund
15. Namco Income Fund
16. Namco Balanced Fund
17. NAFA Income Fund

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Sub-Registrar-II
Saddar Town Karachi

CERTIFIED TRUE COPY

Khawaja Anwar Hussain (CEO)
MCB Financial Services Limited

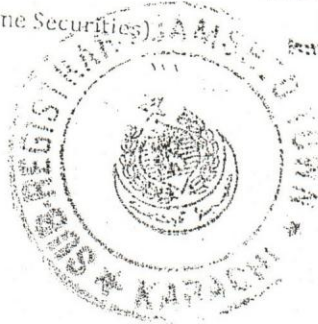
3rd Floor, Adamjee House, I. I. Chundrigar Road, Karachi - 74000
Direct Nos. 021-32430485, 32415454, 32415204, 32428731 PABX No. 021-32419770, Fax No. 021-32416371
Website: <http://www.mcbfs.com.pk>

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Date. 08-08-2014

MCB FINANCIAL SERVICES LIMITED

18. NAFI Islamic Aggressive Income Fund
19. Pak Oman Government Securities Fund
20. Pakistan Capital Protected Fund (Fixed Income Securities)
21. Pak Oman Cash Fund
22. UBL Capital Protected Fund -II
23. UBL Pension Fund
24. UBL Islamic Pension Fund
25. Pak Oman Advantage Asset Allocation Fund
26. Pak Oman Advantage Islamic Income Fund
27. Pak Oman Islamic Asset Allocation Fund

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Certified to be true copy
For MCB Financial Services Ltd.
Karachi.

ABDUS S. SAMI

Secretary



30 MAY 2012

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Sub-Registrar-II
Saddar Town Karachi

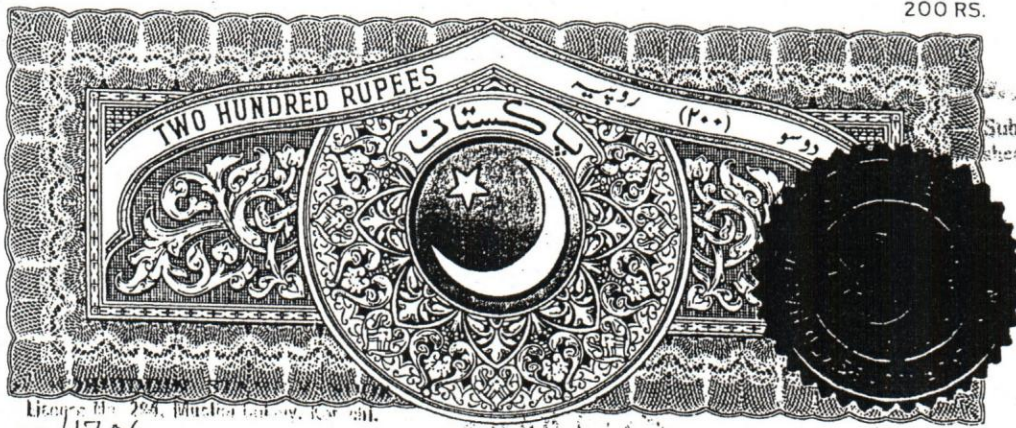


CERTIFIED TRUE COPY

Khawaja Anwar Hussain (CEO)
MCB Financial Services Limited

3rd Floor, Adamjee House, I. I. Chundrigar Road, Karachi - 74000
Direct Nos. 021-32430485, 32415454, 32415204, 32428731 PABX No. 021-32415770, Fax No. 021-32416371
Website: <http://www.mcbfsl.com.pk>

9529
Photo-Registrar, Karachi
Date 08-08-2014



License No. 209, Saddar Town, Karachi.

S. No. 4706

02 FEB 2009

S. P. O. A
200 (Attorney)

SUB-POWER OF ATTORNEY



KNOW ALL MEN BY THESE PRESENTS:

THAT Central Depository Company of Pakistan Limited, a company incorporated under the Companies Ordinance, 1984, 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.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. II, 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, ordain and appoint **Mr. 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

Photo-Registrar, Karachi
Date 08-08-2004

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Sub-Registrar
Saddar Town, Karachi

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

1. To represent the Company in all matters relating to its registrar/transfer agency services, trusteeship services in relation to mutual funds and custodial and sub-custodial services and to act for the Company in all respects in such capacities.
2. 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.
4. 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.
5. 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 sub-custodian of securities.
7. 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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Sub-Registrar-II
Saddar Town Karachi

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Date 08-08-2014

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Sub-Registrar-I

Saddar Town, Karachi

8. 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:



Abdul Samad

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

EXECUTANT:
MOHAMMAD HANIF JAKHURA

WITNESSES:

1. 
Kamran Ahmed Qazi
NIC #: 42201-0522034-5

2. 
Muhammad Khurram
NIC #: 42301-0576075-3

Reg. No. 38
Sub-Registrar-II
Saddar Town Karachi



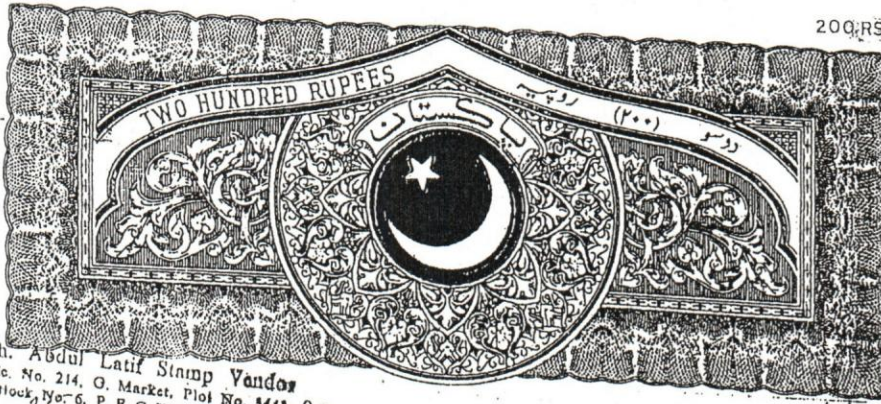
Photo-Registrar, Karachi
Date 08-08-2009

PAKISTAN

810

200 RS

Sub-Registrar-I
Saddar Town, Karachi



Sh. Abdul Latif Stamp Vendor
Lic. No. 214, G. Market, Plot No. 34/14
Block No. 6, P. R. C. H. S. Karachi-29.
29 MAY 2007

STAMP VENDOR'S SIGNATURE

SUB-POWER OF ATTORNEY



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 Company, it is necessary for me to appoint a Sub-Attorney for conducting the affairs of the Trustee and Custodial Services 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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Sub-Registrar-II
Saddar Town Karachi



Photo-Registrar, Karachi
Date 08-08-2014

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 constituted attorney or sub-attorney or an officer of the Company OR singly as specified: —

I. TO ACT JOINTLY WITH ANOTHER LEGALLY CONSTITUTED ATTORNEY OR SUB-ATTORNEY OR AN AUTHORIZED OFFICER OF THE COMPANY:

1. 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.

2. 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.

3. 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, sub-custodians, etc.

4. To draw and sign cheques and other orders for the payment of money on any banks or bankers or any Government Treasury or any other Government establishment, department, offices, in 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.

5. 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.

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Sub-Registrar-II
Saddar Town Karachi

Page 2 of 4

Photo-Registrar, Karachi
Date 08-08-2014

6. 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.

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Sub-Registrar-I

Seal of the Government of Sindh, Karachi

II. TO ACT SINGLY:

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.
2. 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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Page 3 of 4

Photo-Registrar, Karachi
Date 08-08-2014

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Atiqur Rehman


Sub-Registrar-I
Lansdown Town, Karachi

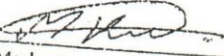


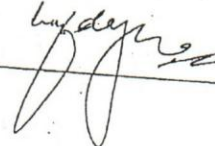
IN WITNESS WHEREOF, I have executed this Sub-Power of Attorney
on 29th day of May 2007, before the Witnesses mentioned below.

EXECUTANT:
MOHAMMAD HANIF JAKHURA

WITNESSES:

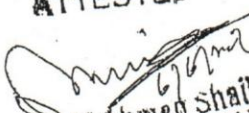
1. 
Kamran Ahmed Qazi
NIC #: 42201-0522034-5

2. 
Muhammad Khurram
NIC #: 42301-0576375-3





ATTESTED


Rashid Ahmed Shaikh
B.A.L.L.B.
ADVOCATE & NOTARY PUBLIC
City Court, Karachi



Reg. No. 35
Sub-Registrar-II
Saddar Town Karachi



Photo-Registrar, Karachi
Date. 08-08-2014

9529



Securities and Exchange Commission of Pakistan
Specialized Companies Division
Policy, Regulation and Development Department

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Sub-Registrar-I
Saddar Town, Karachi

Licence No. AMCW/02/NAFA/IA/02/2013

Islamabad, April 11, 2013

LICENCE TO CARRY OUT
INVESTMENT ADVISORY SERVICES
AS NON-BANKING FINANCE COMPANY



The Securities and Exchange Commission of Pakistan, having considered the application for the renewal of license to carry out **Investment Advisory Services** submitted by **NBP Fullerton Asset Management Limited** under rule 5 of the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 as amended through S.R.O.1131(1) 2007, S.R.O. 271(I)/2010 and S.R.O 570(I)/2012 (the "Rules"), and being satisfied that it would be in the public interest so to do, in exercise of powers conferred by sub-rule (9) of rule 5 of the Rules, hereby renews the license of **NBP Fullerton Asset Management Limited** to carry out **Investment Advisory Services** subject to the conditions stated herein below or as may be prescribed or imposed hereafter:

- (i) **NBP Fullerton Asset Management Limited** shall comply with the Companies Ordinance, 1984, the Rules, the Non-Banking Finance Companies and Notified Entities Regulations, 2008 (as amended or replaced) and any directives, circulars, codes, notifications and guidelines issued by the Commission to regulate the business of investment advisors;
- (ii) **NBP Fullerton Asset Management Limited** shall submit annual, half yearly, quarterly or such other reports as specified in the applicable laws; and
- (iii) This license is valid for a period of three years w.e.f. April 07, 2013 and shall be renewable every three years as specified in the Rules.



Reg. No. 35
Sub-Registrar-II
Saddar Town Karachi

(Muhammad Ali)
Chairman

9529
Photo-Registrar, Karachi
Date. 08-08-2014



Securities and Exchange Commission of Pakistan
Specialized Companies Division
Policy, Regulation and Development Department

Licence No. AMCW/26/NAFA/MSI/13/2013

Islamabad, December 12, 2013

**LICENCE TO CARRY OUT
ASSET MANAGEMENT SERVICES
AS NON-BANKING FINANCE COMPANY**

The Securities and Exchange Commission of Pakistan, having considered the application for the renewal of license to carry out **Asset Management Services** submitted by **NBP Fullerton Asset Management Limited** under rule 5 of the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 as amended through S.R.O.1131(1) 2007, S.R.O. 271(I)/2010 and S.R.O 570(I)/2012 (the "Rules"), and being satisfied that it would be in the public interest so to do, in exercise of powers conferred by sub-rule (9) of rule 5 of the Rules, hereby renews the license of by **NBP Fullerton Asset Management Limited** to carry out **Asset Management Services** subject to the conditions stated herein below or as may be prescribed or imposed hereafter:

- (i) **NBP Fullerton Asset Management Limited** and the Collective Investment Schemes under its management shall comply with the Companies Ordinance, 1984, the Rules, the Non-Banking Finance Companies and Notified Entities Regulations, 2008 (as amended or replaced) and any directives, circulars, codes, notifications and guidelines issued by the Commission;
- (ii) **NBP Fullerton Asset Management Limited** shall submit annual, half yearly, quarterly or such other reports as specified in the applicable laws; and
- (iii) This license is valid for a period of three years w.e.f. **December 13, 2013** and shall be renewable every three years as specified in the Rules.

Reg. No. 35
Sub-Registrar-II
Saddar Town Karachi

Imtiaz Haider
(Imtiaz Haider)
Commissioner (SCD)

Photo-Registrar, Karachi
Date. 08-08-2014



Securities and Exchange Commission of Pakistan
Specialized Companies Division
Policy, Regulation and Development Department

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Sub-Registrar-I
Saddar Town, Karachi

No. SCD/AMCW/112/2014

May30, 2014

Chief Executive Officer,
NBP Fullerton Asset Management Limited,
7th Floor, Clifton Diamond Building,
Block No. 4, Scheme No. 5
Clifton, Karachi.

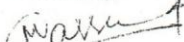
SUBJECT: CHANGE OF TRUSTEE OF NAFA ISLAMIC AGGRESSIVE INCOME FUND

Dear Sir,

I am directed to refer to your letter dated May 21, 2014 whereby NBP Fullerton Asset Management Limited has sought approval for change of trustee of NAFA Islamic Aggressive Income Fund (NIAIF) from MCB Financial Services Limited to Central Depository Company of Pakistan Limited.

In this connection, Securities and Exchange Commission of Pakistan has no objection to the change of trustee subject to the condition that all costs related to change of trustee shall be borne by the asset management company which is initiating the change at its own discretion.

Yours truly,


(M. Arshad)
Joint Director

cc: Chief Executive Officer
MCB Financial Services Limited
3rd Floor, Adamjee House
I.I. Chundrigar Road, Karachi

Chief Executive Officer
Central Depository Company of Pakistan Ltd.
CDC House, 99-B, Block 'B'
Shahrahe Faisal, Karachi

Reg. No. 35
Sub-Registrar-II
Saddar Town Karachi

NIC Building, Jinnah Avenue, Blue Area, Islamabad.
PABX: 9207091-4 - Fax. No. 9218590



9529
Photo-Registrar, Karachi
Date: 08-08-2014



Securities and Exchange Commission of Pakistan
Specialized Companies Division
Policy, Regulation and Development Department

No. SCD/AMCW/ / / 2014

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Sub-Registrar-I
Saddar Town, Karachi
July 03, 2014

Chief Executive Officer,
NBP Fullerton Asset Management Limited,
7th Floor, Clifton Diamond Building,
Block No. 4, Scheme No. 5
Clifton, Karachi.

SUBJECT: FOURTH SUPPLEMENTAL TRUST DEED OF NAFA ISLAMIC AGGRESSIVE INCOME FUND(NIAIF)

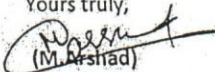
Dear Sir,

I am directed to refer to your letter dated June 26, 2014 on the captioned subject.

In this connection, Securities and Exchange Commission of Pakistan has no objection to the registration of draft Fourth Supplemental Trust Deed of NIAIF found enclosed with your above referred letter subject to the condition that all costs related to change of trustee shall be borne by the asset management company.

Please ensure proper transfer of assets and records from retiring trustee to the new trustee to safeguard the interest of the unit holders in accordance with the Fourth Supplemental trust deed of the NIAIF and in compliance of regulation 42 of the NBFC and NE Regulations 2008. Confirmation to this effect by NBP Fullerton Asset Management Limited and CDC shall be submitted to this office within seven days from the effective date of change of trustee.

Yours truly,


(M. Rashid)
Joint Director

cc: Chief Executive Officer
MCB Financial Services Limited
3rd Floor, Adamjee House
I.I. Chundrigar Road, Karachi

Chief Executive Officer
Central Depository Company of Pakistan Ltd.
CDC House, 99-B, Block 'B'
Shahrahe Faisal, Karachi

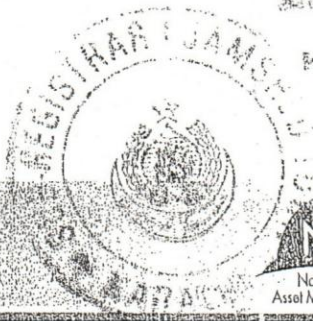
Reg. No. 35
Sub-Registrar-II
Saddar Town Karachi

NIC Building, Jinnah Avenue, Blue Area, Islamabad.
PABX: 9207091-4 - Fax. No. 9218590

Photo-Registrar, Karachi
Date 08-08-2014

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Sub-Registrar-I
Saddar Town, Karachi



EXTRACTS OF MINUTES OF THE 10TH MEETING OF THE BOARD
OF DIRECTORS OF NATIONAL FULLERTON ASSET
MANAGEMENT LIMITED HELD ON FEBRUARY 15, 2007

To approve the launch of NAFA Islamic Income Fund

The Board passed following resolutions in respect of launch of NAFA Islamic Income Fund:

Resolved that "open-end Fund by the name of NAFA Islamic Income Fund be and is hereby approved to be constituted and operated in accordance with the provisions of the Non Banking Finance Companies (Establishment and Regulation) Rules, 2003, and the Trust Deed."

Resolved that "The Chief Executive be and is hereby authorized to appoint the Trustee of NAFA Islamic Income Fund, subject to the approval of the Securities and Exchange Commission of Pakistan, in accordance with the provisions of Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003."

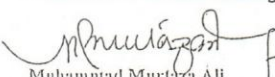
Resolved that "any one of the directors of the Board along with the Chief Executive Officer, be and are hereby jointly authorized to execute the Trust Deed and get the Trust Deed registered, and to appear before the sub registrars of Assurances or other officials and to fulfill and comply with all legal, corporate and procedural formalities in connection therewith."

Resolved that "the listing of NAFA Islamic Income Fund at the Karachi Stock Exchange and the Lahore Stock Exchange be and is hereby approved."

Further resolved that "the Chief Executive and/or any one director (if required) and the Company Secretary be and are hereby authorized to complete all formalities, including signing and execution of all documents, contracts and agreements required to be signed wherever so required for obtaining listing of NAFA Islamic Income Fund on the Karachi Stock Exchange and/or Lahore Stock Exchange."

Certified true be true copy

For and on behalf of
National Fullerton Asset Management Limited


Muhammad Murtaza Ali
Company Secretary

Reg. No. 35
Sub-Registrar-II
Saddar Town Karachi



9529
Photo-Registrar, Karachi
Date 08-08-2014

حکومت پاکستان
42101-18108017-7

علی ارشد حکیم
05/03/1969

Sub-Registrar-I
Karachi

31/08/2019 تاریخ رجسٹریشن: 01/10/2009 تاریخ اجراء

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Sub-Registrar-I
Karachi

K8P42K شناختی نمبر: 42501-9253203-1

31/07/2019 تاریخ رجسٹریشن: 05/08/2009 تاریخ اجراء

حکومت پاکستان
42501-9253203-1

علی ارشد حکیم
02/06/1969

Sub-Registrar-I
Karachi

Sub-Registrar-I
Karachi

K8P42K شناختی نمبر: 42501-9253203-1

31/07/2019 تاریخ رجسٹریشن: 05/08/2009 تاریخ اجراء

42101-1485447-3

علی ارشد حکیم
16/12/2008

Sub-Registrar-I
Karachi

42101-1485447-3

علی ارشد حکیم
14/08/1976

Sub-Registrar-I
Karachi

42000-2017635-6

علی ارشد حکیم
23/08/2003

Sub-Registrar-I
Karachi

42000-2017635-6

علی ارشد حکیم
17/02/1977

Sub-Registrar-I
Karachi

Photo-Registrar, Karachi
Date 08-08-2014

PAKISTAN National Identity Card
 Name: **Amjad Waheed**
 Father's Name: **Shahid Abdul Waheed**
 Gender: **M** Country of Stay: **Pakistan**
 Identity Number: **37405-6313954-9** Date of Birth: **05.08.1959**
 Date of Issue: **25.07.2013** Date of Expiry: **25.07.2020**
 Holder's Signature

37405-6313954-9
 103161005660
 Old NIC: 21059321472

860

Sub-Registrar-I
 finished Town, Karachi

PAKISTAN National Identity Card
 Name: **Muhammad Munir**
 Father's Name: **Muhammad Amin Chishti**
 Gender: **M** Country of Stay: **Pakistan**
 Identity Number: **42301-1002708-9** Date of Birth: **14.11.1967**
 Date of Issue: **30.11.2013** Date of Expiry: **30.11.2020**
 Holder's Signature

آشہ کارڈ ملے پر قریبی ایڈریس میں ڈال دیں

Reg. No. **35**
 Sub-Registrar-II
 Saddar Town Karachi

42101-0880555-5
 205
 28/02/2019
 07/03/2009

42101-0880555-5

25/10/1978



PAKISTAN National Identity Card
 Name: **K84R6T**
 Identity Number: **42201-7686861-3**
 Date of Birth: **23/12/2021**
 Date of Issue: **23/12/2021**

PAKISTAN National Identity Card
 Name: **K84R6T**
 Identity Number: **42201-7686861-3**
 Date of Birth: **23/12/2021**
 Date of Issue: **23/12/2021**

Photo-Registrar, Karachi
 Date: **08-08-2014**

M. W. L. 1

M. M. Iqbal P

[Signature]

[Signature]

Reg. No. 35
Sub-Registrar-II
Saddar Town Karachi

Jain

Jabbar



[Signature]

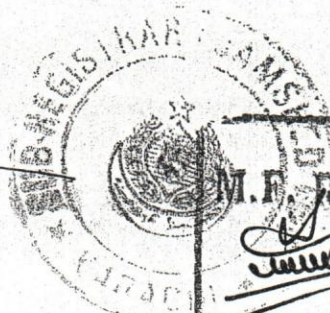
MUHAMMAD SHAFI
M. A. Ledger No. 236

States that he personally
knows the above executant
and identifies

Date: 17-07-2014

[Signature]
Sub-Registrar-I
Jamshed Town, Karachi

Registered No. 810
Book No. 17
Date: 17/7/2014
[Signature]
Sub-Registrar-I
Jamshed Town, Karachi



M. F. Roll No: U-56844
9524
Photo-Registrar, Karachi
Date: 08-08-2014

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TARIFF STRUCTURE FOR OPEN END INCOME SCHEMES

Sub-Registrar-I
Saddar Town, Karachi

The trustee remuneration shall consist of reimbursement of actual custodial expenses / charges plus the following tariff:

NET ASSETS (Rs.)	TARIFF
Up to 1 billion	0.17% p.a. of Net Assets.
1 billion to 5 billion	Rs. 1.7 million plus 0.085% p.a. of Net Assets exceeding Rs 1 billion.
Over 5 billion	Rs. 5.1 million plus 0.07% p.a. of Net Assets exceeding Rs 5 billion.

Reg. No. 35
Sub-Registrar-II
Saddar Town Karachi