

***AMENDED AND RESTATED TRUST DEED***  
***OF***  
***NAFA ISLAMIC ASSET ALLOCATION FUND***

***Dated: October 7, 2013***

***BY AND BETWEEN***

***NBP FULLERTON ASSET MANAGEMENT LIMITED***

***AND***

***CENTRAL DEPOSITORY COMPANY OF PAKISTAN LIMITED***

## AMENDED AND RESTATED TRUST DEED

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SHAKEEL IQBAL STAMP VENDOR  
 Plot No. 62, Shop No. 119, New Ruby Centre  
 Third Road, Roshan Market, Karachi  
 No. 28922 25 JUL 2013  
 Issued in with address .....  
 Through with Address .....  
 Purpose .....  
 Value Rs. .... Attached .....  
 Stamp Vendor's Signature, *Shakeel*  
 (NOT USE FOR FREE WILL & DIVORCE PURPOSE)

No. 316 IV  
 Sub-Registrar-II  
 Saddar Town, Karachi



### AMENDED AND RESTATED TRUST DEED

THIS AMENDED AND RESTATED TRUST DEED is made and entered into at Karachi, on this 7<sup>th</sup> day of October 2013

#### 1. Name of the Scheme

NAFA Islamic Asset Allocation Fund (NIAAF) (Formerly NAFA Islamic Multi Asset Fund)

#### 2. Category, Type and Benchmark of the Scheme

Fund Type - Open Ended

Fund Category – Shariah Compliant Asset Allocation Fund

Bench Mark

The bench-mark of the Fund will be comprised by assigning 1/3<sup>rd</sup> weight to each of the following:  
 (i) average 3-month Islamic banks deposit rate (ii) 6-month KIBOR or its Shariah Compliant equivalent (iii) KMI 30 Index.

#### 3. Participating Parties and Constitution of the Trust

I. NBP Fullerton Asset Management Limited a public limited company incorporated under the Companies Ordinance, 1984 (the "Ordinance"), having its registered office at 7<sup>th</sup> 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

*[Handwritten signatures and dates]*

**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:**

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- A. The Management Company has been licensed by the Securities and Exchange Commission of Pakistan (hereinafter referred to as the "SECP") 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. NBFC-II/04/AMC/02/2007 dated February 23, 2007 and License No. NBFC-II/7/IAS/1/2007 dated March 21, 2007 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-II/JD-II/NIMAF/606/2007 dated August 17, 2007 attached herewith as Annexure "B" to constitute the Trust under the name and title of "NAFA ISLAMIC MULTI ASSET 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. SEC/NBFC-JD-II/NIMAF/2007/614 dated August 20, 2007 attached herewith as Annexure "D";
- E. The Management Company has changed the category of the Scheme from "Balanced Fund" to "Asset Allocation Fund" and the name of the Scheme from "NAFA Islamic Multi Asset Fund" to "NAFA Islamic Asset Allocation Fund" with the approval of the Securities and Exchange Commission of Pakistan ("SECP") and the Management Company and the Trustee have further agreed to restate the Trust Deed 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 Bilal Ahmed Qazi 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.
- 4.2 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

*Muhammad Bilal Ahmed Qazi*      4      *Muhammad Bilal Ahmed Qazi*  
*Muhammad Bilal Ahmed Qazi*

jurisdiction of the Courts at Karachi.

## 5. Declaration of Trust

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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.

## 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

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 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

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the Rules and the Regulations any directives, circulars and guidelines issued by SECP and this Deed.

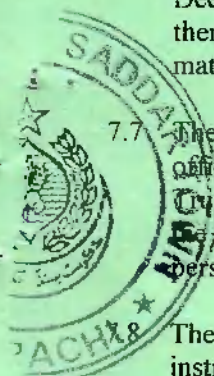
7.3 The Management Company shall be responsible to facilitate investments and ~~investments~~ by investors in the Scheme and to make adequate arrangements for receiving and ~~processing~~ applications in this regard.

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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 its own gross 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 instruction or notice given by the Management Company. Any change in such authorized persons shall promptly be notified to the Trustee.

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.

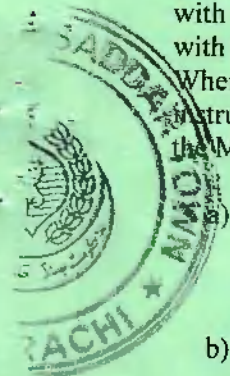
7.13 The Management Company shall announce the Net Asset Value (NAV) of the Scheme within such time period and at such frequency as prescribed by SECP from time to time and shall disclose such time period and frequency in the Offering Document.

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**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



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counsel and to do all incidental acts, things and deeds through the Trustee and 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.

#### 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 Bank accounts 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.

*[Signature]*

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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.

10.3 The phrase "rights of voting" or the word "vote" used in this clause shall 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.

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## 11. Investment of Trust Property and Exposure Limits

### 11.1 Investment Objective

The objective of NAFA Islamic Asset Allocation Fund (NIAAF) (Formerly NAFA Islamic Multi Asset Fund) is to generate capital appreciation by investing in Shariah Compliant equity and equity related securities and income by investing in Shariah Compliant bank deposits, debt & money market securities.

### 11.2 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.

### 11.3 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.

### 11.4 Financing Arrangements / Borrowing Restrictions

11.4.1 Subject to any statutory requirements for the time being in force and to the terms and conditions herein contained, the Management Company may arrange borrowing 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 borrowing, however, shall not be resorted to, except for meeting the redemption requests and shall be repayable within a period of ninety days and such borrowing shall not exceed fifteen per cent of the Net Asset of the Scheme at the time of borrowing or such other limit as specified by the Commission.

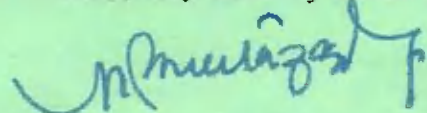
11.4.2 The charges payable to any bank, non-banking finance companies or financial institution against financings on account of the Scheme as permissible under Clause 11.4.1 above, shall not be higher than the normal prevailing bank charges or normal market rates.

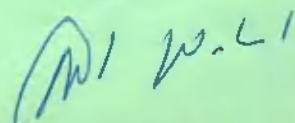
11.4.3 Neither the Trustee, nor the Management Company shall be required to issue any guarantee or provide security over their own assets for securing financings from banks and financial institutions. The Trustee or the Management Company shall not in any manner be liable in their personal capacities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

11.4.4 For the purposes of securing any borrowing 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.

11.4.5 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.

#### 11.5 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.

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### 12. Valuation of Property and Pricing

#### 12.1 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.

#### 12.2 Determination of Purchase (Offer) Price

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

12.2.2 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.

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

#### 12.3 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.

### 13. Dealing in Units, Issuance of Certificates, Suspension and Deferral of Dealing

#### 13.1 Dealings in Units and Issuance of Certificates

13.1.1 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.

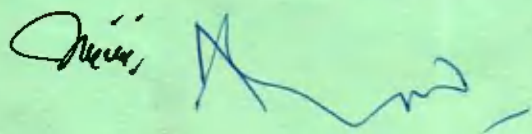
13.1.2 Notwithstanding anything to the contrary contained herein, where the Units are declared as CDS Eligible Securities, all matters concerning issuance, transfer, pledge and redemption of such Units issued in book entry form or deposited in to the CDS shall be dealt with in accordance with the provisions 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.

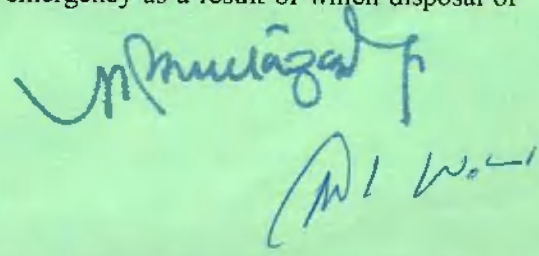
#### 13.2 Temporary Change in the Method of Dealing

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.

#### 13.3 Suspension of Redemption of Units

13.3.1 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.

13.3.2 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

#### 13.4 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 borrowing 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.

#### 13.5 Suspension of Fresh Issue of Units

13.5.1 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.

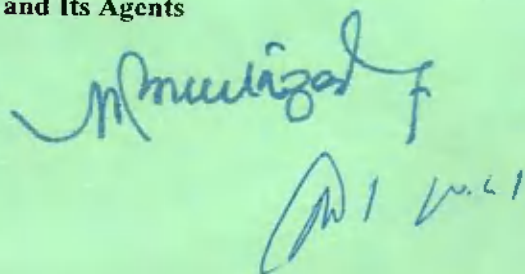
13.5.2 Such suspension may however not affect existing subscribers for the issue of bonus Units as a result of profit distribution. The Management Company shall announce the details of exemptions at the time a suspension of fresh issue is announced. The Management Company shall immediately notify the 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.

13.5.3 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

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

#### 14. Fees and Charges

##### 14.1 Remuneration of the Management Company and Its Agents



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14.1.1 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.

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

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

14.1.4 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) or 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.

14.1.5 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.

14.1.6 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.

#### 14.2 Remuneration of Trustee and Its Agents

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

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

14.2.3 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.

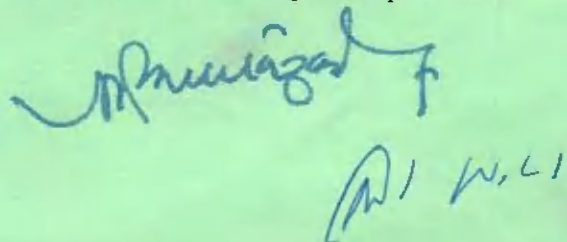
14.2.4 Any increase in the remuneration of the Trustee agreed to by the Management Company shall require the approval of the Commission. However, any decrease in remuneration of the Trustee shall not require such approval.

#### 14.3 Formation Cost and its Treatment

14.3.1 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.

14.3.2 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.

14.3.3 Formation Cost has already been charged in full to NIAAF over the period specified in the Regulations.



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#### 14.4 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.

#### 15. Determination of Distributable Profits

- 15.1 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 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.

- 15.2 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.

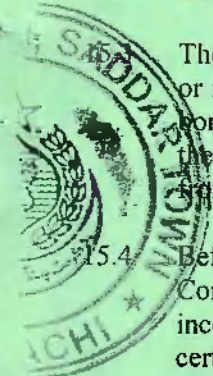
The Management Company may decide to distribute in the interest of the Holders, wholly or in part the distributable profits in the form of a stock dividend, which would comprise Bonus Units of the Scheme. The bonus Units would rank pari passu as to their rights in the Net Assets, earnings, and receipt of dividend and distribution with the existing Units from the date of issue of these bonus Units.

- 15.4 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.

#### 16. Change of the Management Company

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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.

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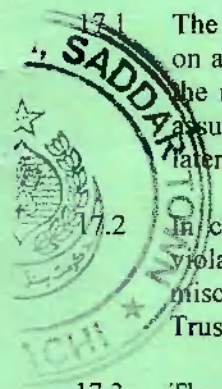
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- 16.5 Upon its appointment the new management company shall exercise all the powers and enjoy all the rights and shall be subject to all duties and obligations of the management company hereunder as fully as though such new management company had originally been a party hereto.
- 16.6 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.
- 16.7 The auditors so appointed shall be other than the existing auditors of the Fund, the Management Company and the Trustee.
- 16.8 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.
- 16.9 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.
- 16.10 The costs of such audit shall be borne by the Fund.

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**17. Change of Trustee**

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 The new trustee shall exercise all the powers and enjoy all the rights and shall be subject to all duties and obligations of the Trustee hereunder as fully as though such new trustee had originally been a party hereto.
- 17.6 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.
- 17.7 The auditors so appointed shall be other than the existing auditors of the Fund, the Management Company and the Trustee.



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- 17.8 The auditors shall have the scope as may be specified by the Management Company or Commission.
- 17.9 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.
- 17.10 The costs of such audit shall be borne by the Fund.

## 18. Termination, Winding Up, Revocation and Liquidation of the Scheme

- 18.1 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.
- 18.2 The Trust may also be terminated/ revoked on the grounds given in the Rules and Regulations.

## 19. 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.

## 20. Modification of the Amended and Restated Trust Deed

- 20.1 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.
- 20.2 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.
- 20.3 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.

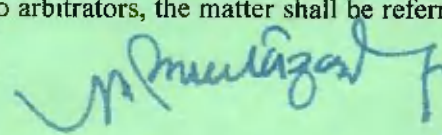
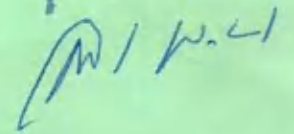
## 21. Audit

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

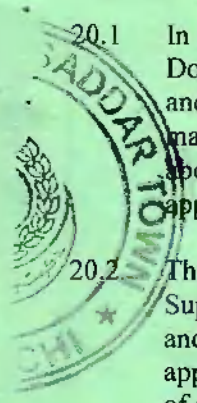
## 22. Arbitration

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



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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.

### 23. 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.

### 24. Miscellaneous

24.1 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.

24.2 Service of a notice or document on any one of several joint Holders shall be deemed effective service on the other joint Holders.

24.3 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.

24.4 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.

### 25. 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:

25.1 "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.

25.2 "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

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first paid or transferred to the Trustee and (in any other case) from the next day of the preceding Accounting Period.

- 25.3 **"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)
- 25.4 **"Asset Management Company"** means an asset management company as defined in the Rules and Regulations.
- 25.5 **"Auditor"** means the Auditor of the Trust appointed by the Management Company, with the consent of the Trustee, as per the Regulations.
- 25.6 **"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.
- 25.7 **"Authorized Investments"** means: any investment which may be authorized by the Registrar-II Commission but does not include restricted investments as specified in the Offering Documents from time to time.
- 25.8 **"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.
- 25.9 **"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.
- 25.10 **"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).
- 25.11 **"Business Day"** means any day (business hours thereof as specified in the Offering Document) on which banks are open for business in Pakistan.
- 25.12 **"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.
- 25.13 **"Constitutive Documents"** means the Amended and Restated Trust Deed or such other documents as defined in the Regulations.
- 25.14 **"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.
- 25.15 **"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.
- 25.16 **"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.
- 25.17 **"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).

25.18 **"Distribution Account"** means the Bank Account (which may be a current, savings or deposit account) maintained by the Trustee with a Bank as directed by the Management Company in which the amount required for distribution of income to the Unit Holder(s) may be transferred. Interest, 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).

25.19 **"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.

25.20 **"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.

**"Exit Load"** means contingent load, back end load and any other charges as may be applied by Management Company.

25.22 **"Financial Institution"** carries the same meaning as defined under the Companies Ordinance 1984.

25.23 **"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.

25.24 **"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.

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

25.26 **"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.

- 25.27 "Initial Period" means Initial Fund Offer Period
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- 25.29
- 25.30 "Investment" means any Authorized Investment forming part of the Trust Property.
- 25.31 "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.
- 25.32 "Net Assets", in relation to the Trust, means the excess of assets over liabilities of the Scheme as calculated in accordance with the Regulations.
- 25.33 "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.
- 25.34 "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.
- 25.35 "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.
- 25.36 "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.
- 25.37 "Ordinance" means the Companies Ordinance, 1984.
- 25.38 "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.
- 25.39 "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.
- 25.40 "Register" means the Register of the Unit Holder(s) kept pursuant to the Regulations and this Amended and Restated Trust Deed.
- 25.41 "Registrar Functions" means the functions with regard to:
- maintaining the Register, including keeping a record of change of addresses/other particulars of the Unit Holder(s);
  - issuing account statements to the Unit Holder(s);
  - issuing Certificates;
  - canceling old Certificates on redemption or replacement thereof;
  - 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);
  - issuing and dispatching of Certificates;

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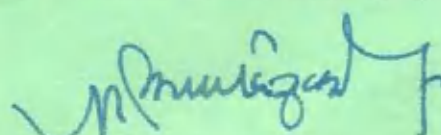
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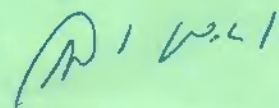
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- g) Dispatching income distribution warrants, and bank transfer intimation and distributing bonus Units or partly both and allocating Units to Holders on re-investment of dividends; and
- h) Maintaining record of lien/pledge/charge on units, transfer/switching of units, Zakat.
- 25.42 **"Regulations"** mean Non-Banking Finance Companies and Notified Entities Regulations, 2008 as amended from time to time,
- 25.43 **"Rules"** mean Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 or as amended from time to time.
- 25.44 **"Sales Load"** includes the Front-end and Back-end loads and any processing charge or commission (excluding Duties and Charges) not exceeding five 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.
- 25.45 **"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.
- 25.46 **"Stock Exchange"** means a Stock Exchange registered under the Securities and Exchange Ordinance, 1969.
- 25.47 **"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.
- 25.48 **"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."
- 25.49 **"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.
- 25.50 **"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.
- 25.51 **"Trust" or "Unit Trust" or "Fund" or "NAFA Islamic Asset Allocation Fund" or "NIAAF" (Formerly NAFA Islamic Multi Asset 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.
- 25.52 **"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.
- 25.53 **"Unit"** means one undivided share in the Trust, and where the context so indicates, a fraction thereof.





25.54 "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.

Sub-Registrar-II  
Older Town, Karachi

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M./Mrs./Miss..... Abdul Samad  
 S/o./W/o./D/o..... Abdul Rasheed  
 Executing Party Occupation..... Head of tribe  
 Muslim Adults, Age 24 Years.....  
 R/o..... Plot 0-7 Block-M  
North Nazimuddin

Karachi admits execution of this deed.

CNIC No. 42101-1818807-7

*M/W*

*Munir*



M.F. Roll No: U 72951  
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 Photo-Registrar, Karachi  
 Date: 11-10-2013



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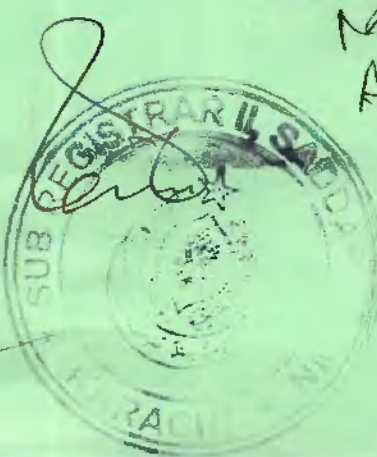


**AUTOMATION OF REGISTRATION**  
 Board of Revenue Sindh, Karachi.  
**DIGITAL SCANNING**  
 No: S-II-2830  
 D: 11-10-2013 Signature



*Muhammed Faiz Qureshi*  
 Adv. B952/1+C

Registered No: 366  
 Book No: 11  
 Date: 07.10.2013



States that he personally knows the above executant and identifies.  
 Date: 07 OCT 2013

Sub-Registrar  
 Saddar Town, Karachi

Sub-Registrar  
 Saddar Town, Karachi

251

31/10/1950

RECEIVED



RECEIVED



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. ZAFER JABAL

Signature: [Signature]

NIC No.: 34201-049978-7

2. \_\_\_\_\_

2. Name: Zeeshan

Signature: \_\_\_\_\_

NIC No.: 42610880555-5

1. Name: [Signature]

Amjad Waheed  
CEO

2. Name: M. MURTAZA ALI  
CFO & CO. SECRETARY.

FOR CENTRAL DEPOSITORY COMPANY OF PAKISTAN LIMITED

WITNESSES:

1. ZAFER JABAL

Signature: [Signature]

NIC No.: 34201-049978-7

2. ZEE SHAN

Signature: [Signature]

NIC No.: 42610880555-5

1. Name: Aliqur-Rehman  
Head of Trustee Unit I.

2. Name: [Signature]  
ABDUL SAMAD  
HEAD OF TRUSTEE - II



S. No. 2927  
Presented in the office of  
Sub-Registrar Office-II  
Saddar Town on Date: 17 OCT 2013  
Between No. \_\_\_\_\_ To \_\_\_\_\_

*M. W. L.*

Sub-Registrar  
Saddar Town, Karachi

Received Registration Fee as follows  
Registration Fee: 200  
Micro Filming Fee: Comm Fee 120  
Endorsement Fee: 30.5  
Search Fee: \_\_\_\_\_  
Penalties u/s 35/34: \_\_\_\_\_  
Postage Charges: \_\_\_\_\_

Urgent Microfilming Fee  
Rs. 400 Receipt No: 71  
Date: 7-10-13

Sub-Registrar  
Saddar Town, Karachi

Sub-Registrar II  
Saddar Town, Karachi

Mr./Mrs./Miss... Amjad walheed  
S/o./W/o./D/o... Shahid Amjad walheed  
Executing Party Occupation... C-E-O  
Muslim Adults, Age 27 Years  
R/o... 16/11 Phase 6 DHA  
Calu

Comm Fee  
Comm Fee  
Recd Rs-120  
vide rptal-25  
dt 7-10-2013  
certified to  
Call Book.

Karachi admits execution of this deed.  
CNIC No. 

3	7	4	0	5	-	6	3	1	3	9	5	4	-	9
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Mr./Mrs./Miss... Muhammad Murtaza Ali  
S/o./W/o./D/o... Muhammad Amin Chisti  
Executing Party Occupation... C.F.O. Scentary  
Muslim Adults, Age 48 Years  
R/o... 1 Plot 20/C 87-9  
DHA S&S Calu

*M. W. L.*

Karachi admits execution of this deed.  
CNIC No. 

4	2	3	0	1	-	1	0	0	2	7	6	8	-	9
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Mr./Mrs./Miss... Atiq ur Rehman  
S/o./W/o./D/o... Abul Kalam Asad  
Executing Party Occupation... Head of Const  
Muslim Adults, Age 56 Years  
R/o... 56-D-825 Askariy  
Rahim Nur Khan

Karachi admits execution of this deed.  
CNIC No. 

4	2	5	0	1	-	9	2	5	3	2	0	3	-	1
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---



PAKISTAN National Identity Card  
ISLAMIC REPUBLIC OF PAKISTAN



Name  
Amjad Waheed

Father Name  
Shaikh Abdul Waheed

Gender | Country of Stay  
M | 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  
نمبر 10، محلہ ڈی جی ٹی کے قریب، 6، گروہی جنوبی  
سٹرٹ 76/11، مکان

37405-6313954-9



103162000000  
Old NIC: 21099122422

Registrar General of Pakistan

سٹرٹ نمبر 6-239، محلہ لاہوری عزیز، جی ٹی  
روڈ، راولپنڈی

گمشدہ کارڈ ملنے پر قریبی ایئر بس میں ڈال دیں

No. 316  
Sub-Registrar-II  
Saddar Town, Karachi



حکومت پاکستان  
قومی شناختی کارڈ  
42301-1002708-9

نام: محمد رفیق علی  
جنس: مذکر  
والد کا نام: محمد امین چشتی  
شناختی طاقت: تاکہ پرک  
تاریخ پیدائش: 11/11/1972

سليم حسن  
مشاورہ سٹوڈنٹل




شناختی نمبر: 42301-1002708-9  
1.4173P  
موجودہ پتہ: فلیٹ نمبر 1، بلاک 2610، سٹرٹ نمبر 9  
1st فلور، بڈر گروہی ٹیئر 5، DHA EXT 5، کراچی  
تعمیر و منظر کشی: جنوبی  
مستقل پتہ: مکان نمبر 9، محلہ فیصل بازار، عظیم گارڈن سٹان روڈ، لاہور  
منطقہ صوبائی

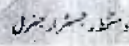
تاریخ اجراء: 03/07/2004  
تاریخ ترمیم: 30/06/2013  
گمشدہ کارڈ ملنے پر قریبی ایئر بس میں ڈال دیں



حکومت پاکستان  
قومی شناختی کارڈ  
42501-9253203-1

نام: عتیق الرحمن  
پیشہ: مزدور  
دائرہ کارنامہ: ابو الہام آزاد  
عربی اور شہد حکیم  
تاریخ پیدائش: 02/06/1969

دستخط: 

دستخط: 

قومی شناختی کارڈ نمبر: 42501-9253203-1  
K8P42K  
تاریخ پیدائش: 05/08/2009  
تاریخ رجسٹریشن: 31/07/2019

محلہ: گلبرگ-II، سٹرٹ نمبر 25  
محلہ: گلبرگ-II، سٹرٹ نمبر 25  
محلہ: گلبرگ-II، سٹرٹ نمبر 25


مسکن پتہ: ایسٹ

50288017330

عربی اور شہد حکیم


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

محلہ: گلبرگ-II، سٹرٹ نمبر 25  
محلہ: گلبرگ-II، سٹرٹ نمبر 25



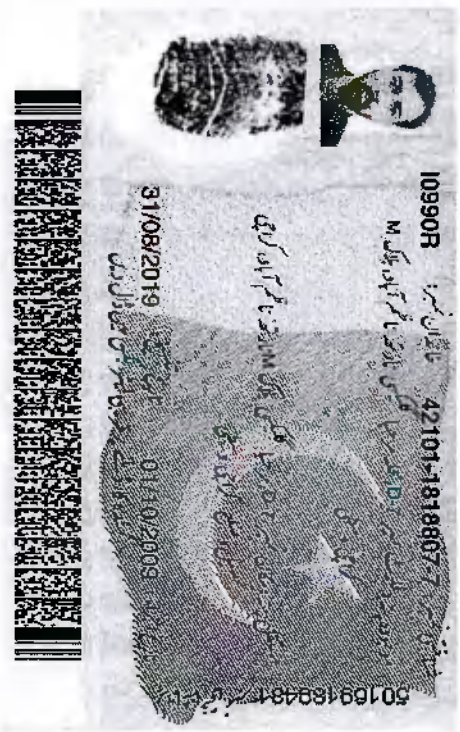
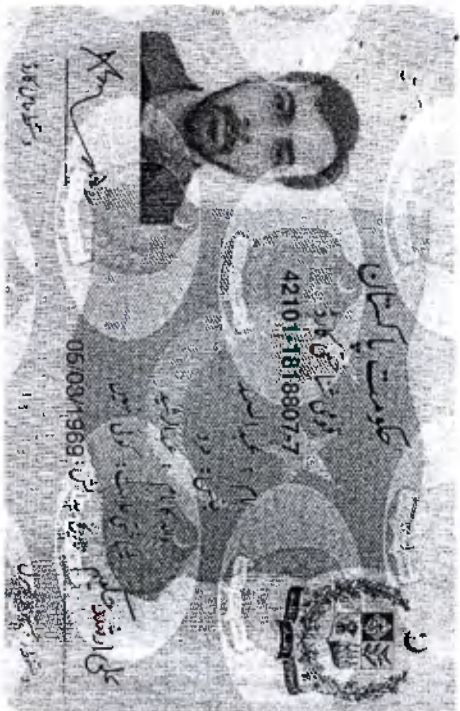
No. 316  
Sub-Registrar-II  
Saddar Town, Karachi

Certified True Copy



Fazal Hussain Gaffoor  
CFO & Company Secretary  
Central Depository Company of  
Pakistan Limited





No. 216  
 Sub-Registrar-II  
 Saddar Town, Karachi



ANNEXURE - A



Securities and Exchange Commission of Pakistan  
Specialized Companies Division  
NBFC Department

No. SEC/NBFC-II/JD/NAFA/2007/160

February 23, 2007

Mr. M. Murtaza Ali  
Company Secretary  
Head of Investment Operations  
National Fullerton Asset Management Ltd.  
9<sup>th</sup> Floor, Adamjee House, I.I. Chundrigar Road  
Karachi-74000

No. 316  
Sub-Registrar-II  
Karachi Town, Karachi

Subject: Licence to carry out Asset Management Services as Non-Banking Finance Company in the name of National Fullerton Asset Management Limited

Dear Sir,

Please refer to your letter dated January 11, 2007 and find enclosed herewith the Licence to carry out **Asset Management Services** as Non- Banking Finance Company to National Fullerton Asset Management Limited under sub-rule (5) of rule 5 of the Non-Banking Finance Companies (Establishment & Regulation) Rules, 2003.

Please acknowledge receipt through return fax.

Yours truly,

  
(Zahida Rafiq)  
Joint Director





**Securities and Exchange Commission of Pakistan  
Specialized Companies Division  
NBFC Department**

License No. NBFC-II/04/AMC/02/2007

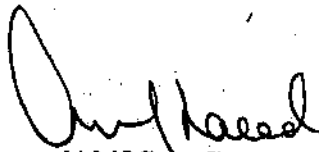
Islamabad, February 23, 2007

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

No. 316  
Sub-Registrar-II  
Karachi Town, Karachi

The Securities and Exchange Commission of Pakistan, having considered the application for renewal of license to carry out **Asset Management Services** submitted by **National Fullerton Asset Management Limited** under rule 5 of the Non-Banking Finance Company (Establishment and Regulation) Rules, 2003, and being satisfied that it would be in the public interest so to do, in exercise of powers conferred by sub-rule 5 of rule 5 of the said rules, hereby renew the license of **National 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) **National Fullerton Asset Management Limited** shall ensure compliance to the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 pertaining to Asset Management Services including the collective investment schemes managed by it;
- National Fullerton Asset Management Limited** shall submit an annual report, together with a copy of the balance sheet and income and expenditure account and the auditors' report within four months of the close of its year of account and a half yearly report, together with a copy of the balance sheet and income and expenditure account within two months of the close of its half year;
- (iii) **National Fullerton Asset Management Limited** shall not appoint a person as director on its Board who is on the Board of any other Asset Management Company/Investment Advisor and
- (iv) The license is valid for a period of one year w.e.f December 13, 2006 and shall be renewable annually as specified in the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003.

  
 (Akif Saeed)  
 Executive Director (SCD)



**Securities and Exchange Commission of Pakistan**  
**Specialized Companies Division**  
**NBFC Department**

No. NBFC-II/ 08/NAFA/AMS/25/2011

Islamabad, January 13, 2011

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

No. 816  
 Sub-Registrar-II  
 District Court, 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 Company (Establishment and Regulation) Rules, 2003 as amended through S.R.O.1131(1) 2007 and S.R.O.371(I)/2010 (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: -

1. **NBP Fullerton Asset Management Limited** and the collective investment schemes under its management shall comply with the Companies Ordinance, 1984, the Rules, Non-Banking Finance Companies and Notified Entities, Regulations, 2008, and any directives, circulars, codes, notifications, and guidelines issued by the Commission;
2. **NBP Fullerton Asset Management Limited** shall submit annual, half yearly, quarterly or such other reports as specified in the Rules and Non-Banking Finance Companies and Notified Entities Regulations, 2008 (as amended or replaced); and
3. The license is valid for a period of three years w.e.f. **December 13, 2010** and shall be renewable every three years as specified in the Rules.

  
**(Muhammad Ali)**  
 Chairman







**Securities and Exchange Commission of Pakistan**  
**Specialized Companies Division**  
**NBFC Department**

No. SEC/NBFC-II/JD/NAFA/2007/160

February 23, 2007

Mr. M. Murtaza Ali  
 Company Secretary  
 Head of Investment Operations  
 National Fullerton Asset Management Ltd.  
 9<sup>th</sup> Floor, Adamjee House, I.I. Chundrigar Road  
Karachi-74000

316  
 No. 316  
 Sub-Registrar-II  
 Old Town, Karachi

**Subject: Licence to carry out Asset Management Services as Non-Banking Finance Company in the name of National Fullerton Asset Management Limited**

Dear Sir,

Please refer to your letter dated January 11, 2007 and find enclosed herewith the Licence to carry out **Asset Management Services** as Non-Banking Finance Company to National Fullerton Asset Management Limited under sub-rule (5) of rule 5 of the Non-Banking Finance Companies (Establishment & Regulation) Rules, 2003.

Please acknowledge receipt through return fax.

Yours truly,

*Zahida Rafiq*  
 (Zahida Rafiq)  
 Joint Director



**Securities and Exchange Commission of Pakistan  
Specialized Companies Division  
NBFC Department**

License No. NBFC-II/04/AMC/02/2007

Islamabad, February 23, 2007

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

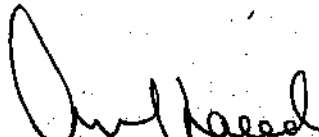
No. 316  
Sub-Registrar-II  
H-10, Town, Karachi

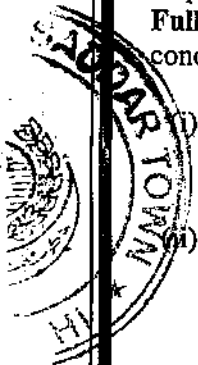
The Securities and Exchange Commission of Pakistan, having considered the application for renewal of license to carry out **Asset Management Services** submitted by **National Fullerton Asset Management Limited** under rule 5 of the Non-Banking Finance Company (Establishment and Regulation) Rules, 2003, and being satisfied that it would be in the public interest so to do, in exercise of powers conferred by sub-rule 5 of rule 5 of the said rules, hereby renew the license of **National 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:

**National Fullerton Asset Management Limited** shall ensure compliance to the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 pertaining to Asset Management Services including the collective investment schemes managed by it;

**National Fullerton Asset Management Limited** shall submit an annual report, together with a copy of the balance sheet and income and expenditure account and the auditors' report within four months of the close of its year of account and a half yearly report, together with a copy of the balance sheet and income and expenditure account within two months of the close of its half year;

- (iii) **National Fullerton Asset Management Limited** shall not appoint a person as director on its Board who is on the Board of any other Asset Management Company/Investment Advisor and
- (iv) The license is valid for a period of one year w.e.f December 13, 2006 and shall be renewable annually as specified in the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003.

  
 (Akif Saeed)  
 Executive Director (SCD)





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

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

Islamabad, April 11, 2013

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

No. 316  
Sub-Registrar-II  
Adar 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 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:

**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.

  
**(Muhammad Ali)**  
 Chairman



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

No. SEC/NBFC-II/JD-II/NIMAF/606/2007

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

No. 316  
Sub-Registrar-II  
Adar Town, Karachi

Subject: APPROVAL OF THE TRUST DEED OF NAFA ISLAMIC MULTI ASSET FUND

Dear Sir,

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 Multi Asset 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 Multi Asset 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  
(Joint Director)



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

*Zeehan / Sejjid*  
*WV*

No. SCD/AMCW/NAFA/708 /2013

September 12, 2013

**Chief Executive Officer,**  
NBP Fullerton Asset Management Ltd,  
7<sup>th</sup> floor Clifton Diamond Building,  
Block No.4, Scheme No.5, Clifton  
**Karachi**

No. 316  
Sub-Registrar-II  
Old Town, Karachi

**SUBJECT: Third Supplemental Trust Deed of NAFA Islamic Multi Asset Fund**

Dear Sir,

Please refer to your letters dated August 12, 2013 on the captioned subject.

In this regard, I am directed to inform you that the amendments proposed by NBP Fullerton Asset Management Limited in the third supplemental trust deed of NAFA Islamic Multi Asset Fund have been acceded to by the Securities and Exchange Commission of Pakistan.

Further, you are advised to inform/notify the unit holders regarding the proposed amendments in the trust deed in terms of Regulation 44 (7) of the NBFC & NE Regulations, 2008. Additionally, you are directed to disclose this information on the website of NBP Fullerton Asset Management Limited.

Your faithfully

*Wazirzada Yasir A. Khan*  
Wazirzada Yasir A. Khan  
Assistant Director (AMC Wing)

**Cc: Mr. Atiqur Rehman**

Head of Trustee & Custodial Operations Unit-I  
Central Depository Company of Pakistan  
CDC House, 99-B, Block 'B',  
S.M.C.H.S. Main Sharah-e-faisal  
**Karachi.**

## REMUNERATION OF TRUSTEE AND ITS AGENT

Net Assets	Tariff
Up to Rupees on billion	Rupees 0.7 million or 0.20% p.a. of Net Asset Value (NAV), whichever is higher.
Exceeding Rupees one billion	Rupees 2.0million plus 0.10% p.a. of Net Asset Value (NAV) exceeding Rs.1,000 million.

*[Handwritten signatures and notes]*

No. 316  
Sub-Registrar-II  
Karachi

*[Handwritten signature]*

*[Handwritten signature]*





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

No. SEC/NBFC-JD-II/NIMAF/ 2007/614

August 20, 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

No. 316  
Sub-Registrar-II  
Karachi

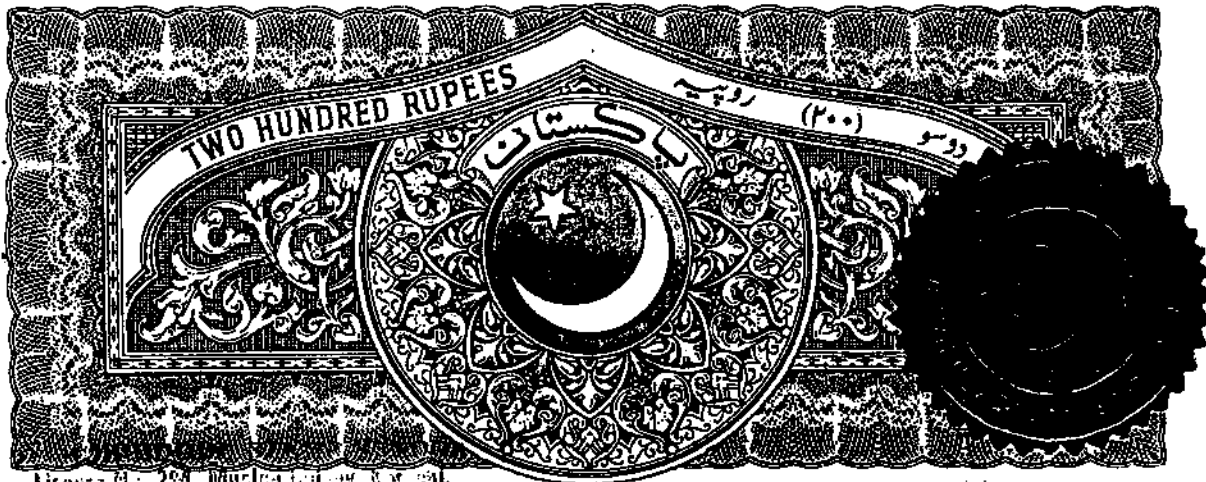
**Subject: Approval of Central Depository Company as Trustee of NAFA  
Islamic Multi Asset Fund**

Dear Sir,

I am directed to refer to your letter dated August 20, 2007 and convey the approval of Securities and Exchange Commission of Pakistan for appointment of Central Depository Company of Pakistan Limited as Trustee of the proposed NAFA Islamic Multi Asset Fund in terms of Rule 74 of the NBFC Rules, 2003.

Yours truly,

*Zahida Rafiq*  
**Zahida Rafiq**  
(Joint Director)



License No. 200, (Muzim) (Muzim) (Muzim)

S. No. 4706

02 FEB 2009

S. P. O. A  
200 (Attended)  
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, registered with the Securities and 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 8<sup>th</sup> 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 86<sup>th</sup> 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

Copy  
40



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-Registrar 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.

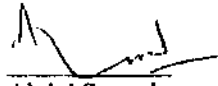
316  
Sub-Registrar-II  
Karachi



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.

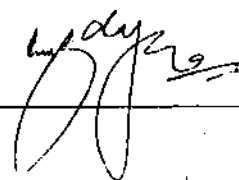
The Specimen signature of the Sub-Attorney is as follows:

  
Abdul Samad


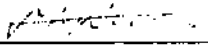
No. 316  
Sub-Registrar-II  
Karachi

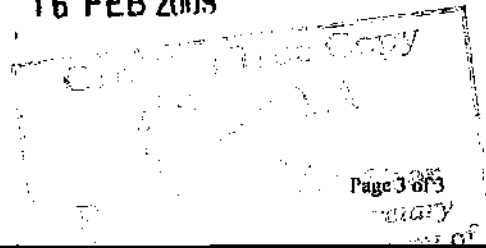
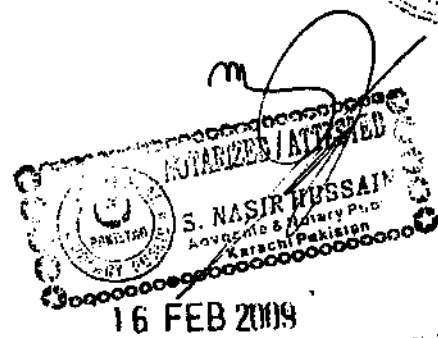
IN WITNESS WHEREOF, I have executed this Sub-Power of Attorney on 4<sup>TH</sup> day of February 2009, before the Witnesses mentioned below.

**EXECUTANT:**  
**MOHAMMAD HANIF JAKHURA**



WITNESSES:

1.   
Kamran Ahmed Qazi  
NIC #: 42201-0522034-5
2.   
Muhammad Khurram  
NIC #: 42301-0576375-3



شناختی نمبر: 42201-2279204-9  
 نام: مہمان سید  
 تاریخ: 30/11/2012  
 50197193866

30/11/2012  
 15 FEB 2013  
 TRUE COPY  
 30/11/2012  
 15 FEB 2013  
 TRUE COPY  
 30/11/2012  
 15 FEB 2013  
 TRUE COPY



حکومت پاکستان  
 قومی شناختی کارڈ  
 42201-2279204-9



نام: مہمان سید  
 پتو: ...  
 تاریخ: 14/08/1962  
 Sub-Registrar II  
 District: ...

شناختی نمبر: 42101-1818807-7  
 نام: ...  
 تاریخ: 30/09/2009  
 50100189481



30/09/2009  
 15 FEB 2013  
 TRUE COPY  
 30/09/2009  
 15 FEB 2013  
 TRUE COPY



حکومت پاکستان  
 قومی شناختی کارڈ  
 42101-1818807-7



نام: عبدالصمد  
 پتو: ...  
 تاریخ: 05/03/1969  
 Sub-Registrar II  
 District: ...

شناختی نمبر: 42201-0522034-5  
 نام: ...  
 تاریخ: 30/06/2009  
 61708300874



30/06/2009  
 15 FEB 2013  
 TRUE COPY  
 30/06/2009  
 15 FEB 2013  
 TRUE COPY



حکومت پاکستان  
 قومی شناختی کارڈ  
 42201-0522034-5



نام: ...  
 پتو: ...  
 تاریخ: 19/07/1968  
 District: ...

شناختی نمبر: 42301-0576375-3  
 نام: ...  
 تاریخ: 30/09/2014  
 6129-0207008



30/09/2014  
 10/10/2006  
 TRUE COPY  
 30/09/2014  
 10/10/2006  
 TRUE COPY

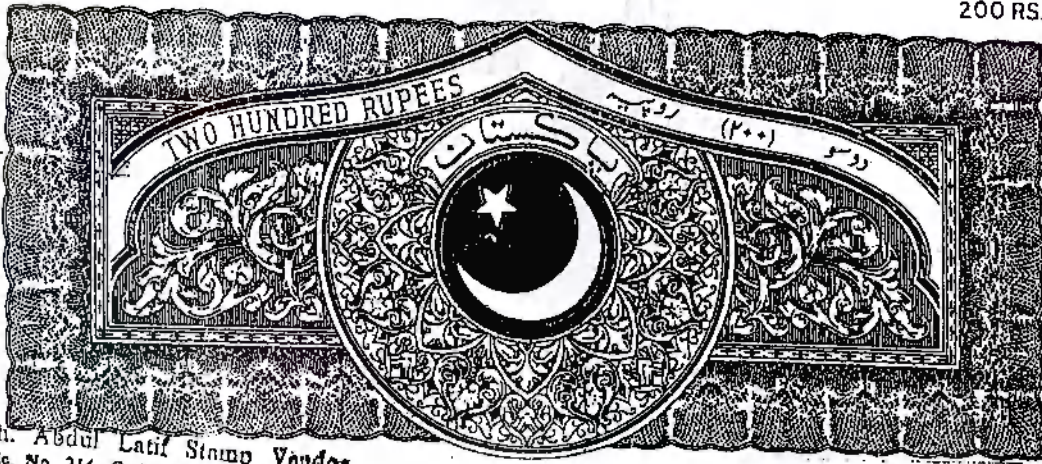


حکومت پاکستان  
 قومی شناختی کارڈ  
 42301-0576375-3



نام: ...  
 پتو: ...  
 تاریخ: 24/09/1974  
 District: ...

Certified True Copy  
 Farid Hussain Gaffoor  
 Secretary  
 Central Depository Company of  
 Pakistan Limited



St. Abdul Latif Stamp Vendor  
 Lic. No. 214, G. Market, Plot No. 3411, 29 MAY 2007  
 Block No. 6, P. R. C. H. S. Karachi-29.  
 \* 15-326... DATE...  
 IS UND ID WITH ADDRESS...  
 THROUGH WITH ADDRESS...  
 PURPOSE...  
 VALUE RS...  
 STAMP VENDOR'S SIGNATURE...

**SUB-POWER OF ATTORNEY**

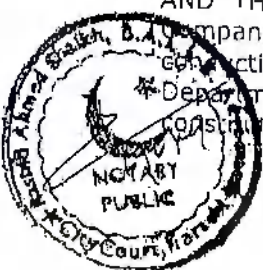


KNOW ALL MEN BY THESE PRESENTS:

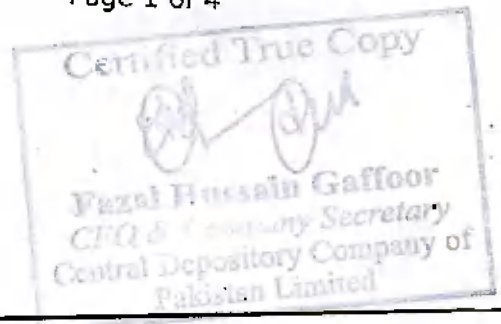
THAT Central Depository Company of Pakistan Limited, a company incorporated under the Companies Ordinance, 1984 and registered with the Securities & Exchange Commission of Pakistan, as a central depository company and having its Registered Office at CDC House, 99-B, Block 'B', S.M.C.H.S. Main Shahrah-e-Faisal 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 86<sup>th</sup> 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



*Handwritten signature/initials*



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.

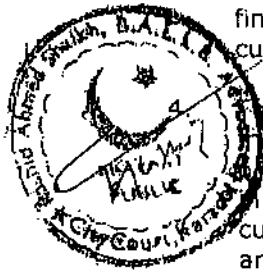
3. To deliver and accept deliveries of shares and securities on account of the Funds, to and from stock brokers, banks, financial institutions, counter parties, custodians, sub-custodians, etc.

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.

*Handwritten signature*

Copy of this document  
is being submitted to the  
Sub-Registrar-II  
for registration  
of the company of



316  
Sub-Registrar-II

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.

No. 816  
Sub-Registrar-II  
Old Town, Karachi

II. TO ACT SINGLY:

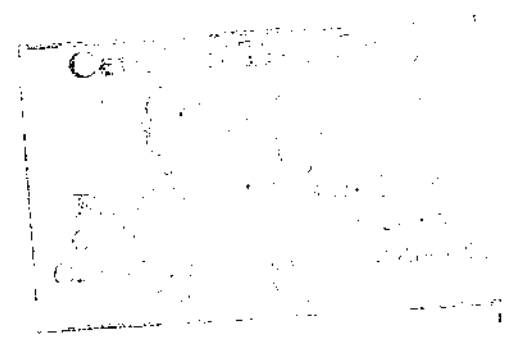
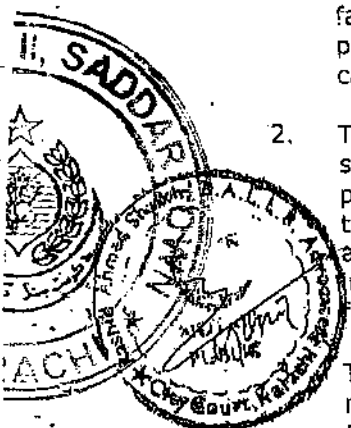
1. To manage, superintend and deal with all the affairs of the Company's Trustee and Custodial Service Department and to represent the Company to the investment advisers, asset management companies and pension fund managers, stock brokers, banks, financial institutions, investors, unit holders, certificate 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. or 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.

*[Handwritten signature]*




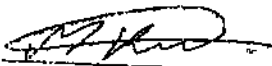
  
Atiqur Rehman

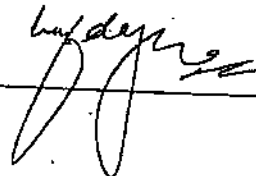
IN WITNESS WHEREOF, I have executed this Sub-Power of Attorney  
on 29<sup>th</sup> day of May 2007, before the Witnesses mentioned below.

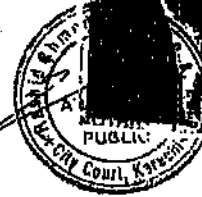
EXECUTANT:  
MOHAMMAD HANIF JAKHURA

WITNESSES:


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

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

  
No. 316  
Sub-Registrar-II  
Karachi



ATTESTED

  
Rashid Ahmed Shaikh  
B.A.L.L.B.  
ADVOCATE AT LAW PUBLIC  
City Court, Karachi



MD0V07 42201-2270204-0  
 310303  
 S.A. Khan, B.A.L.L.M.  
 City Court, Karachi

کومت پاکستان  
 PUBLIC  
 City Court, Karachi

IQ7F45  
 City Court, Karachi

کومت پاکستان  
 PUBLIC  
 City Court, Karachi

No. 316  
 Sub-Registrar-II  
 Town, Karachi

JKSKD4M 42201-2270204-0  
 SADDAR  
 City Court, Karachi

کومت پاکستان  
 PUBLIC  
 City Court, Karachi

08X01 42201-2270204-0  
 City Court, Karachi

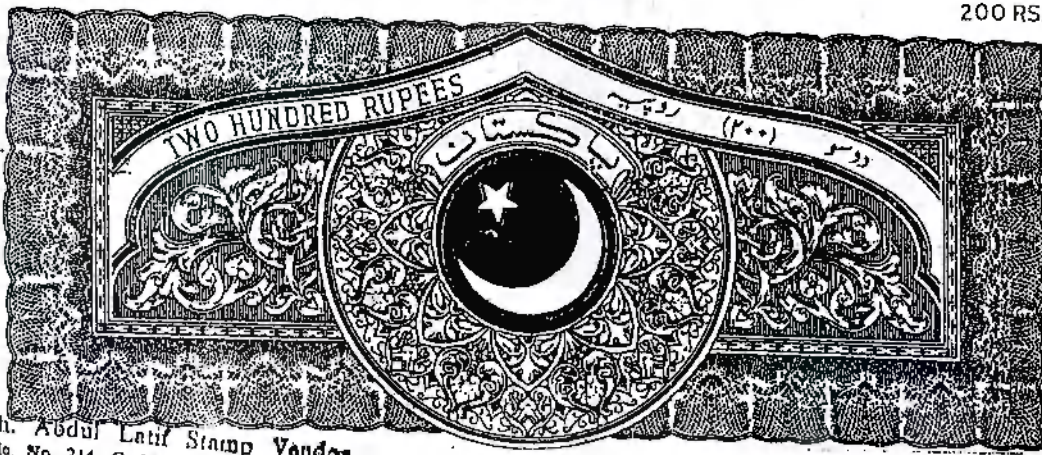
Attested True Photo Copy

*Munir Khan*  
 Munir Khan  
 Rashid Ahmed shah  
 B.A.L.L.M.  
 ADVOCATE/NOTARY PUBLIC  
 City Court, Karachi

کومت پاکستان  
 PUBLIC  
 City Court, Karachi

Center Line 1000  
 Front  
 Center Line 1000





Sh. Abdul Latif Stamp Vendor  
 Lto. No. 214, G. Market, Plot No. 347A,  
 Block No. 6, P. R. C. H. S. Karachi-99.  
 29 MAY 2007

THRU TO WITH ADDRESS...  
 THROUGH WITH ADDRESS...  
 PURPOSE...  
 VALUE...  
 ATTACHE...  
 STAMP VENDOR'S SIGNATURE...

SUB-POWER OF ATTORNEY



KNOW ALL MEN BY THESE PRESENTS:

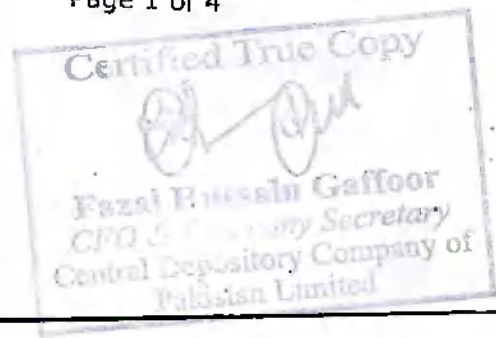
THAT Central Depository Company of Pakistan Limited, a company incorporated under the Companies Ordinance, 1984 and registered with the Securities & Exchange Commission of Pakistan, as a central depository company and having its Registered Office at CDC House, 99-B, Block 'B', S.M.C.H.S. Main Shahrah-e-Faisal 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 86<sup>th</sup> 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



Handwritten signature or initials.



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: —

1. 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.

Copy  
for  
pay of



316  
Sub-Registrar-II

*[Handwritten signature]*

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.

II. TO ACT SINGLY:

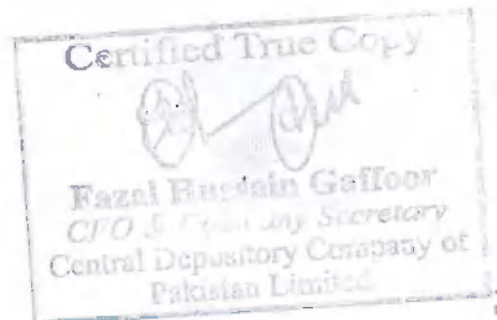
1. To manage, superintend and deal with all the affairs of the Company's Trustee and Custodial Service Department and to represent the Company to the investment advisers, asset management companies and pension fund managers, stock brokers, banks, financial institutions, investors, unit holders, certificate 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. or 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.



Page 3 of 4



No. 316  
Sub-Registrar-II  
Sadar Town, Karachi




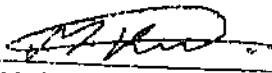
  
Atiqur Rehman

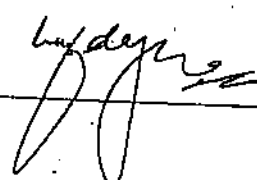
IN WITNESS WHEREOF, I have executed this Sub-Power of Attorney on 29<sup>th</sup> day of May 2007, before the Witnesses mentioned below.

EXECUTANT:  
MOHAMMAD HANIF JAKHURA

WITNESSES:

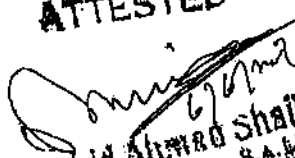
1.   
Kamran Ahmed Qazi  
NIC #: 42201-0522034-5

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

  
No. 316  
Sub-Registrar-II  
Karachi



ATTESTED

  
Rashid Ahmad Shaikh  
B.A.L.L.S.  
ADVOCATE AT LAW PUBLIC  
City Court, Karachi



MDDV07 42201-2270204/0  
 لاہور، پاکستان  
 310307  
 B.A. B.L. B.A. B.L. B.A. B.L.  
 08/04/2003  
 COURT, KARACHI

حکومت پاکستان  
 لاہور، پاکستان  
 PUBLIC  
 COURT, KARACHI

IQ7F45  
 لاہور، پاکستان  
 COURT, KARACHI

لاہور، پاکستان  
 PUBLIC  
 COURT, KARACHI

No. 316  
 Sub-Registrar-II  
 Town, Karachi

MSK04M 42201-2270204/0  
 لاہور، پاکستان  
 COURT, KARACHI

لاہور، پاکستان  
 PUBLIC  
 COURT, KARACHI

SADDAR  
 CHS \* NIN

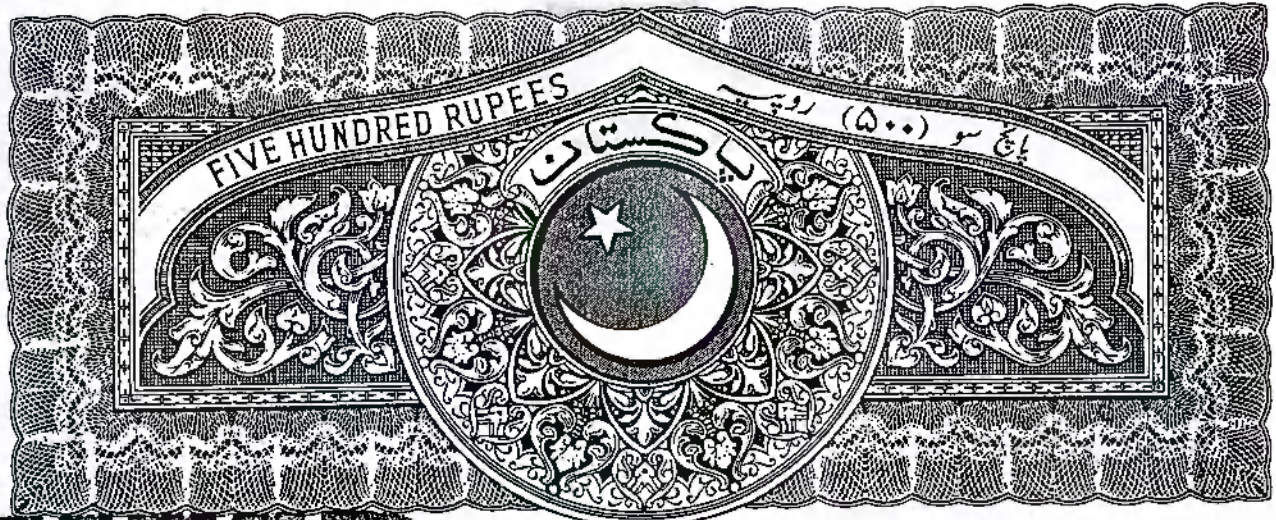
MSK01 42201-2270204/0  
 لاہور، پاکستان  
 COURT, KARACHI

Attested True Photo

لاہور، پاکستان  
 PUBLIC  
 COURT, KARACHI

Rashid Ahmed shahidi  
 B.A. B.L. B.A. B.L.  
 SYNDICATE/MOTARY PUBLIC  
 City Court, Karachi

Car...  
 ...  
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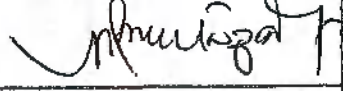


Bank of Commerce Pakistan  
 A/c No. 421 Branch No. 4, S.M-4, Block 27  
 Feroz Khan Road, Karachi.  
 23965  
 Handwritten signature: *Handwritten Signature*

28 SEP 2005



No. 316  
 Sub-Registrar-II  
 Town, Karachi

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

**GENERAL POWER OF ATTORNEY**

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:

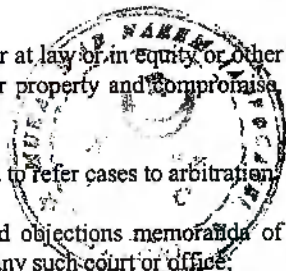


1. to appear before any authority to represent the Company, to appear in public meetings or elections or official assemblages and vote for and elect any person or persons and take part in deliberations in the name and on behalf of the Company;
2. to use, sign and attest the name and style of the Company 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 initials*

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;
19. to make and sign applications to appropriate government departments, local authorities or other competent authority for all and any licenses, permissions and consents required by any order, statutory instrument, regulation, byelaw or otherwise in connection with the business, management and affairs of the Company;
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;

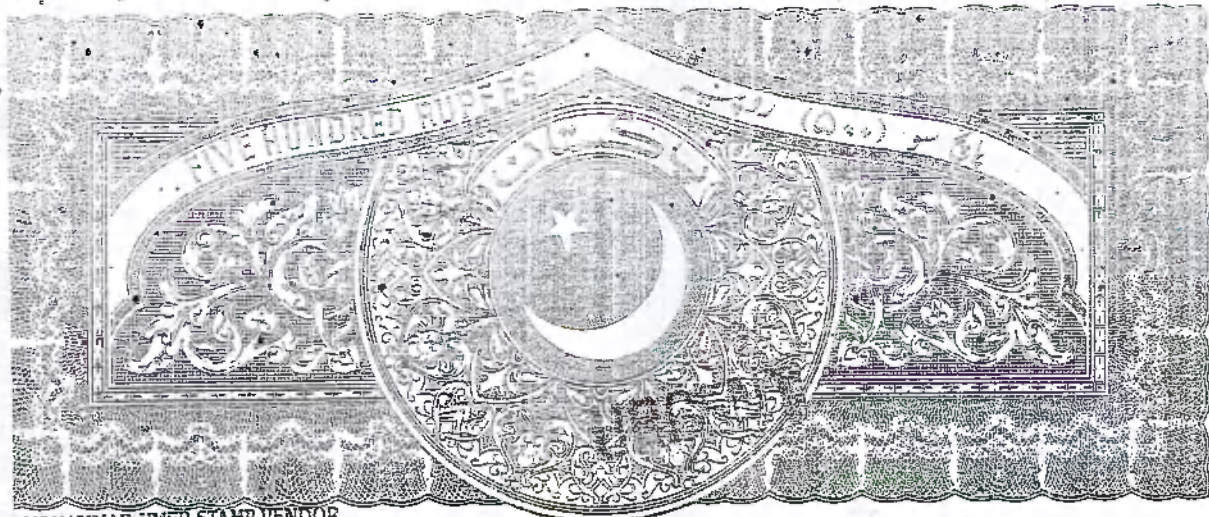


316  
Sub-Registrar-II  
Karachi



Certified True Copy  
  
Munam Ali  
CFO/Company Secretary  
National Fidelity Asset Management Ltd.

ARISTAY



MOHAMMAD UMER STAMP VENDOR  
Lic. No. 25, Shop No. 14, New Ruby Centre  
Talpur Road, Saddar Town, Karachi  
27 APR 2011

S.No. .... Date .....  
Issued to With Address .....  
Through with Address .....  
Purpose .....  
Value Rs. ....  
Stamp Vendor's Signature .....  
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)

118/IV

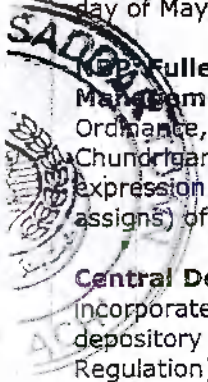
R. No. 118  
Sub-Registrar-II  
Saddar Town, Karachi



**SECOND SUPPLEMENTAL TRUST DEED**  
**OF**  
**NAFA ISLAMIC MULTI ASSET FUND**

This Second Supplemental Trust Deed is made and entered into at Karachi on this 04<sup>th</sup> day of May, 2011 by and between:

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Sub-Registrar-II  
Saddar Town, Karachi



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

**Central Depository Company of Pakistan Limited**, an unlisted public limited company incorporated under the Companies Ordinance, 1984, registered to act as a central depository company under the Central Depository Companies (Establishment and Regulation) Rules, 1996, having its registered office at CDC House, 99-B, Block "B", SMCHS, Main Shakra-e-Faisal, Karachi (hereinafter called the "**Trustee**" which expression, where the context so permits, shall include its successors in interest and assigns) of the other part.

**WITNESSETH**

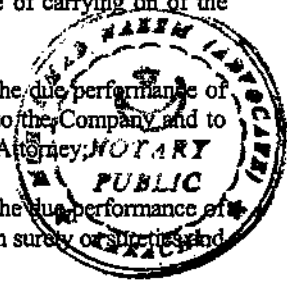
**WHEREAS** the Management Company and the Trustee executed a Trust Deed dated August 20, 2007, to constitute **NAFA ISLAMIC MULTI ASSET FUND**, which Trust Deed was registered with the Sub-Registrar-II, Saddar Town, Karachi, under registration number No. 869 of Book No.IV dated 20-08-2007 and M.F. Roll No. U-67931/4520 of the Photo Registrar, Karachi dated 24-08-2007 (the "Trust Deed")

**AND WHEREAS**, the Trust Deed dated August 20 2007 was amended by mutual consent of both the Management Company and the Trustee vide First Supplemental Trust Deed

*[Handwritten signatures and initials]*



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;
37. to appoint substitute or substitutes and delegate to such substitute or substitutes all or any of the



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Registrar-II



Certified True Copy  
 Muhammad Murteza Ali  
 CFO/Company Secretary  
 Addar Tomari Asset Management Ltd.

Handwritten initials and a signature.

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 4<sup>th</sup> day of October 2005, at Karachi.

*Karim*



Masood Karim Shaikh  
(Director)



*Khawaja Iqbal Hassan*  
Khawaja Iqbal Hassan  
(Director)

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Sub-Registrar-II

WITNESSES:

- 1. *Muhammad Naeem* - (Nasim Hassan - 61101-38857583)
- 2. \_\_\_\_\_

Signed Before Me  
NOTARY

**ATTESTED**

Muhammad Naeem Advocate  
06 OCT 2005  
NOTARY PUBLIC  
KARACHI.

Certified True Copy  
*Muhammad Murtaza Ali*  
Muhammad Murtaza Ali  
CFO/Company Secretary  
National Fullerton Asset Management Ltd.

dated September 07, 2010 registered with the Sub-Registrar-II, Saddar Town, Karachi, under registration No. 152 of Book No. IV dated 07-09-2010 of the Sub-Registrar-II, Saddar Town, Karachi and M.F. Roll No.U-54850/6657 of the Photo Registrar, Karachi dated 27-09-2010

**AND WHEREAS**, the Securities and Exchange Commission of Pakistan (the SECP) had approved the amendments contained in the First Supplemental Trust Deed vide letter No. NBFC/RS/JD-VS/NAFA/NIMF/613/2010 dated August 04, 2010.

**AND WHEREAS**, the Management Company and the Trustee have agreed to further amend certain Clauses of the Trust Deed so as to bring it in conformity with the Non-Banking Companies and Notified Entities Regulations ("NBFC Regulations") and to comply with certain directives issued by the SECP.

**AND WHEREAS**, the SECP vide its letter No. NBFC/RS/JD-VS/NIMF/151/2011, dated March 31, 2011 (copy attached) has approved the amendments to the Trust Deed, in terms hereof.

NOW, THEREFORE, the parties hereto agree and declare as under:

1. **Amendment of sub-clause 5.C.9:**

Sub-clause 5.C.9 of First Supplemental Trust Deed is hereby replaced in its entirety by the following:

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Saddar Town, Karachi

*"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 NAFA as 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 NAFA as the Management Company mentioned above, there are similar provisions in the trust deeds of such funds and have Trustee as common between them."*

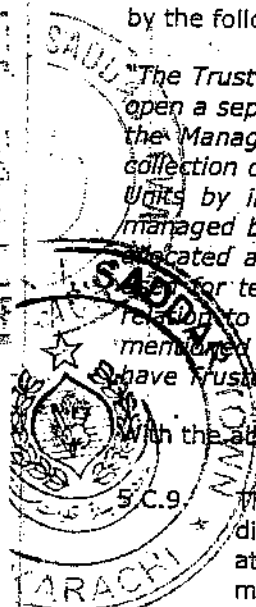
With the above amendment, sub-clause 5.C.9 now reads as follows:—

**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 NAFA as 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 NAFA as the Management Company mentioned above, there are similar provisions in the trust deeds of such funds and have Trustee as common between them.

2. **Insertion of sub-clause 11.2.6:**

After the sub-clause 11.2.5 of the Trust Deed, following sub-clause 11.2.6 is inserted:

*[Handwritten signatures and initials]*



"The Management Company may also distribute an amount, through cash dividend, bonus, combination of both or in any other form acceptable to the Commission, monthly, quarterly and/or for an interim periods. The Board of Directors of the Management Company may delegate the powers for declaring monthly, quarterly or interim dividend of the Fund to the Chief Executive Officer, provided that all other provisions of the NBFC Rules, NBFC & NE Regulations and Constitutive Documents of the Fund are complied with. However, the declaration of final dividend shall only be made by and with the approval of the Board of Directors."

With the above amendment, sub-clause 11.2.6 now reads as follows:—

11.2.6 The Management Company may also distribute an amount, through cash dividend, bonus, combination of both or in any other form acceptable to the Commission, monthly, quarterly and/or for an interim periods. The Board of Directors of the Management Company may delegate the powers for declaring monthly, quarterly or interim dividend of the Fund to the Chief Executive Officer, provided that all other provisions of the NBFC Rules, NBFC & NE Regulations and Constitutive Documents of the Fund are complied with. However, the declaration of final dividend shall only be made by and with the approval of the Board of Directors.

3. **Amendment of sub-clause 25.9:**

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Sub-clause 25.9 of First Supplemental Trust Deed is hereby replaced in its entirety by the following text:

"The Register may be closed with intimation to the Trustee for such period as the Management Company of the Fund may from time to time determine and after giving prior notice to Unit-Holders, provided that it is not closed for more than six working days at a time and forty five days in any calendar year. During the closure period, application for sales, redemptions or transfers will not be received."

With the above amendment, sub-clause 25.9 now reads as follows:—

25.9 The Register may be closed with intimation to the Trustee for such period as the Management Company of the Fund may from time to time determine and after giving prior notice to Unit-Holders, provided that it is not closed for more than six working days at a time and forty five days in any calendar year. During the closure period, application for sales, redemptions or transfers will not be received.

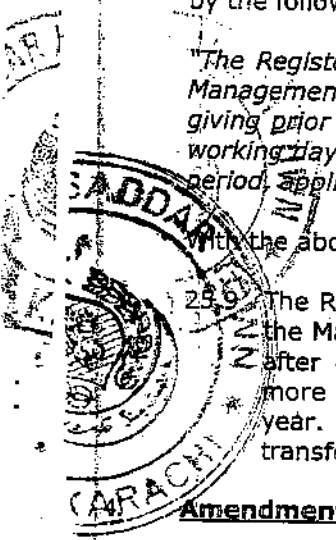
**Amendment of sub-clause 34.18:**

Sub-clause 34.18 of First Supplemental Trust Deed is hereby replaced in its entirety by the following text:

"Contingent Load" means Sales Load payable not exceeding 5% of the Net Asset Value, if Units are redeemed by any major Unit Holder in such period of time that the Management Company believes may adversely affect the Interest of other Unit Holder(s). Any Contingent Load received will form part of the Trust Property.

With the above amendment, sub-clause 34.18 now reads as follows:—

34.18 "Contingent Load" means Sales Load payable not exceeding 5% of the Net Asset Value, if Units are redeemed by any major Unit Holder in such period of time that the Management Company believes may adversely affect the interest of other Unit Holder(s). Any Contingent Load received will form part of the Trust Property.



*Muhammad F. Ali*      *Ali*      *Muhammad*

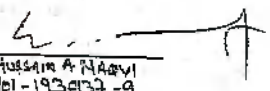
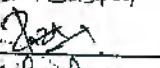
All the other contents of the Trust Deed remain unchanged and the Trust Deed shall continue to remain in full force and effect, amended as above.

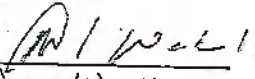
The Trustee and the Management Company hereby certify that in their opinion, the above amendments are required to enable the provisions of the Trust Deed to be more conveniently and economically managed and that the same shall not prejudice the interests of the Unit Holders or any of them, or alter the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

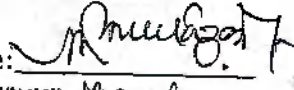
IN WITNESS WHEREOF, this Second Supplemental Trust Deed has been executed on the day and year first written above.

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

Witnesses:

1.   
S. HUSSAIN A. NAQVI  
42101-1930137-9
2.   
SM. RAZA ABBAS  
42000-0871611-5


1. Signature:   
Name: Dr. Arif Wajid  
Designation: CEO  
CNIC No. 37405-6313954-9

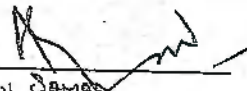
2. Signature:   
Name: MUHAMMAD MUZARA ALI  
Designation: COO / Co. SECRETARY  
CNIC No. 42301-1002708-9

No. 316  
Sub-Registrar-II  
Karachi



For Central Depository Company of Pakistan Limited:

1. Signature:   
Name: Anwar Rehman  
Designation: HEAD OF REGISTRY - UNIT I  
CNIC No. 42501-9253203-1

2. Signature:   
Name: Abdul Samad  
Designation: HEAD OF REGISTRY - UNIT II  
CNIC No. 42101-1818807-7



MIC No: 5750 (12/23/2011)

Karachi admits execution of this deed.  
S/o: **Abu Kalam Azad**  
Residing Party Occupation: **Head of Unit I**  
Mentioned Adults, Age: **Years**  
File No: **SK-D-225 ASKARI**

MIC No: 42301-109 (27/09/09)

Karachi admits execution of this deed.  
S/o/W/a/D/a: **Muhammad Amin**  
Residing Party Occupation: **CF/SAJ**  
Mentioned Adults, Age: **Years**  
File No: **1 (AW)-20/10/04**

MIC No: 37409 (6/3/04)

Karachi admits execution of this deed.  
S/o/W/a/D/a: **CEO**  
Residing Party Occupation: **CEO**  
Mentioned Adults, Age: **Years**  
File No: **40-2396 Longway Road**



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Sub-Registrar II  
Karachi

Date: 25 MAY 2011

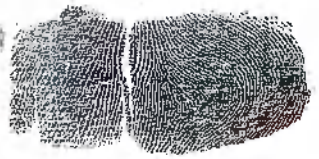
Muhammad Saad Ahmad  
Head of Party



Registration No: 118  
M



*[Handwritten signature]*

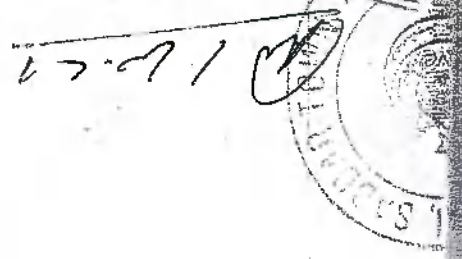


*[Handwritten signature]*

M.F. Roll No: U 32300  
Photo-Registrar, Karachi  
Date: 25 May 2011



*[Handwritten signature]*



Sub-Registrar II  
Karachi  
25/5

Abdul Samad  
s/o: M/S/B/S  
Head of Party  
Executing Party  
Karachi  
M.F. Roll No: U 32300

حکومت پاکستان  
پولیس شناختی کارڈ  
42101-1818807-7



شناختی نمبر: 42101-1818807-7  
پولیس شناختی کارڈ  
31/08/2019  
01/10/2009

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Sub-Registrar-II  
Sadler town, Karachi

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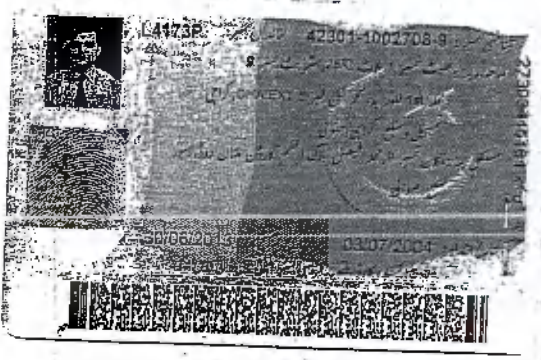
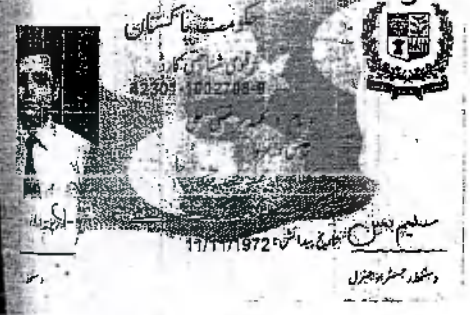
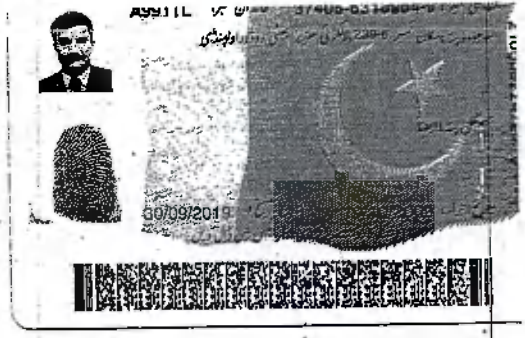


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علی ارشد حکیم  
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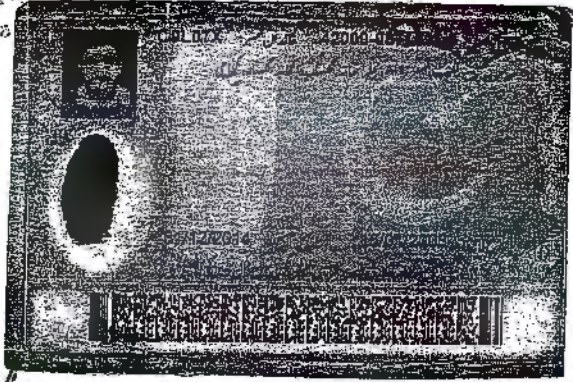
Name and Signature of the  
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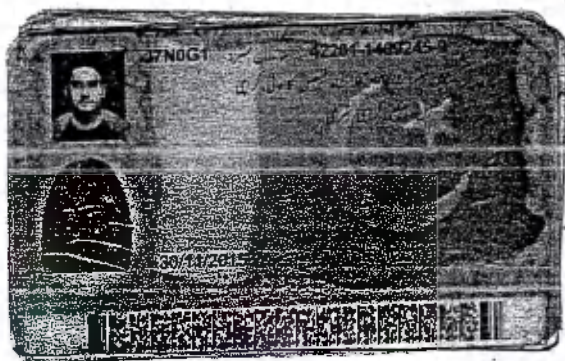
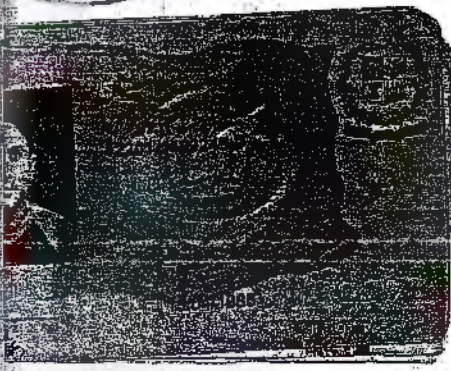
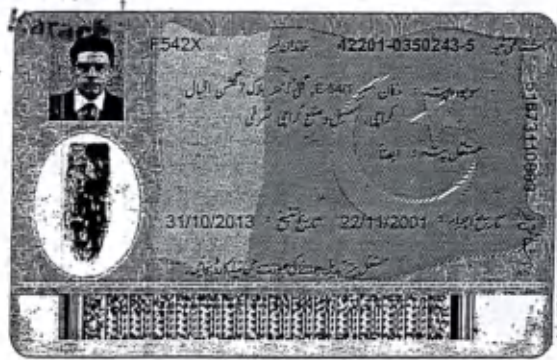
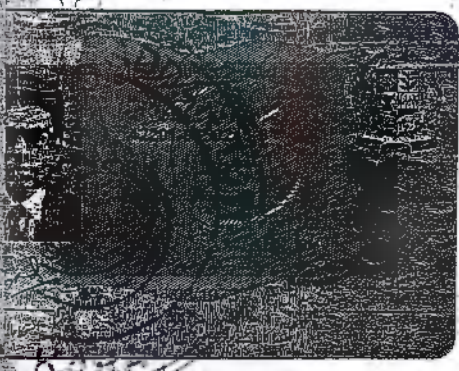
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Sub-Registrar  
Lahore Town, Ka



No. 316

Sub-Registrar-II  
Lahore Town, Karachi



  
Name and Signature of the  
Sub-Registrar



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN  
SPECIALIZED COMPANIES DIVISION  
NBFC DEPARTMENT

No. NBFC/RS/JD-VS/NIMF/ 157 /2011

March 31, 2011

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

No. 118  
Sub-Registrar-II  
Old Town, Karachi

Subject: Supplemental Trust Deed

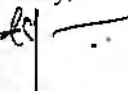
Dear Sir,

Please refer to your letter dated March 25, 2011 regarding the captioned subject.

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


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

Yours truly,

  
Imad Sitani  
(Joint Director)

Mr. Atiqur Rehman  
Head of Trustee & Custodial Operations,  
CDC Pakistan Limited

No. 316  
Sub-Registrar-II  
Old Town, Karachi

  
Name and Signature of the  
Sub-Registrar



R. No. 118  
Sub-Registrar-I  
Karachi Town, Karachi

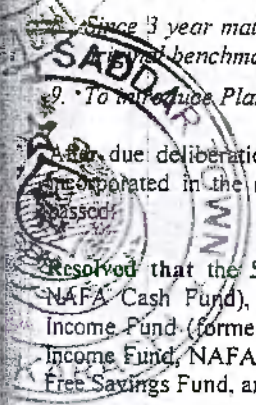
**EXTRACTS OF MINUTES OF 30<sup>th</sup> MEETING OF THE BOARD OF DIRECTORS OF NBP FULLERTON ASSET MANAGEMENT LIMITED (FORMERLY; NATIONAL FULLERTON ASSET MANAGEMENT LIMITED) HELD ON FEBRUARY 18, 2011**

**Item 11: To approve the supplemental Trust Deeds:**

It was informed to the Board that the Trust Deeds of NIOF (formerly; NCF), NMF, NSF, NIAIF (formerly; NIIF), NIMF, NIF, NGLSF, NSPF, NRFSF, NAAF need various amendments as follows;

1. To delegate the powers for declaring interim dividend for the Fund to the Chief Executive Officer of the Management Company.
2. To open a common bank account for the purpose of collection of sale proceeds and redemption of Units.
3. To align the existing clause in accordance with the requirements of Circular No. 11 of 2009 of SECP.
4. To open the NIOF, NIAIF, NIF & NGLSF on Saturday; the definition of Dealing Day is amended.
5. To align in line with Supplemental Offering Document, the definition of Business Day is amended.
6. The investment grade ratings wherever appearing in the Trust Deed(s) are deleted. However, the investment grade ratings are mentioned in Offering Document of the respective Fund(s).
7. To allow 3-years Government of Pakistan Ijara Sukuks as an eligible investment. Since 3 year maturity instrument with 6-months duration is being requested to be allowed, the benchmark tenor is being enhanced.
9. To introduce Plans for new and existing Investors and to provide Insurance Coverage.

*216*  
Sub-Registrar-I  
Karachi Town, Karachi



After due deliberations, the Board voiced its approval for the above stated amendments to be incorporated in the respective Trust Deeds of NAFA Funds and the following resolutions were passed:

Resolved that the Supplemental Trust Deeds of NAFA Income Opportunity Fund (formerly; NAFA Cash Fund), NAFA Multi Asset Fund, NAFA Stock Fund, NAFA Islamic Aggressive Income Fund (formerly; NAFA Islamic Income Fund), NAFA Islamic Multi Asset Fund, NAFA Income Fund, NAFA Savings Plus Fund, NAFA Government Securities Liquid Fund, NAFA Riba Free Savings Fund, and NAFA Asset Allocation Fund be and are hereby approved.

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

Certified True Copy  
*M. Murtaza Ali*  
Muhammad Murtaza Ali  
CFO/Company Secretary  
NBP Fullerton Asset Management Ltd.  
(Formerly National Fullerton Asset Management Ltd.)

**NBP Fullerton Asset Management Limited**  
(Formerly National Fullerton Asset Management Limited)  
1<sup>st</sup> Floor, Adamjee House, I.I. Chundrigar Road, Karachi-74000, Pakistan.  
Tel: 37321111-111132 info@nafafunds.com | Free: 0800-20001 Fax: 32467605, E-mail: info@nafafunds.com, www.nofafunds.com

*[Signature]*  
Name and Signature of the  
Sub-Registrar

*Atiqur Rehman*  
Atiqur Rehman  
R. No. 118  
Sub-Registrar-II  
Sadar Town Karachi

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

EXECUTANT:  
MOHAMMAD HANIF JAKHURA

*Sub-Registrar-II*  
No. 316  
Sub-Registrar-II

WITNESSES:

1. *[Signature]*  
Kamran Ahmed Qazi  
NIC #: 42201-0522034-5

2. *[Signature]*  
Muhammad Khurram  
NIC #: 42301-0576375-3



ATTESTED

*[Signature]*  
Rashid Ahmed Shaikh  
B.A.L.L.B.  
ADVOCATE & NOTARY PUBLIC  
Sadar Town, Karachi

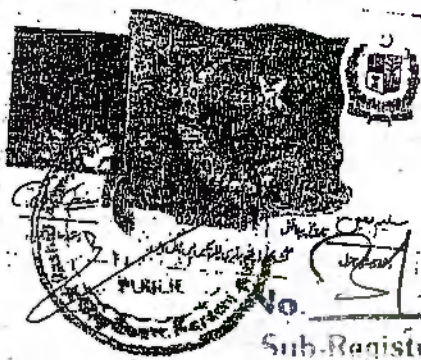
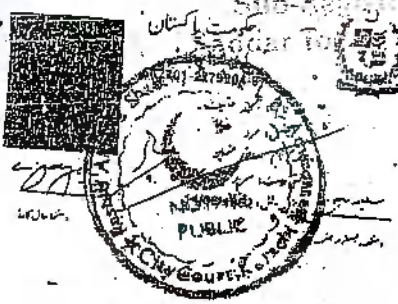
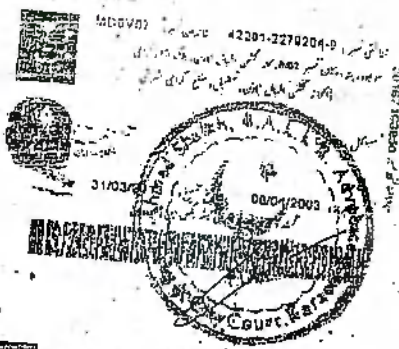
Certified True Copy

*[Signature]*

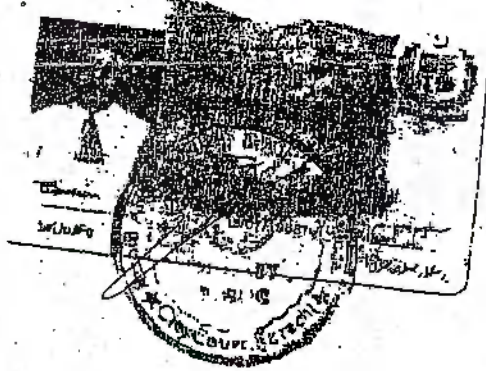
Fazal Hussain Garfoor  
CFO & Company Secretary  
Central Depository Company of  
Pakistan Limited



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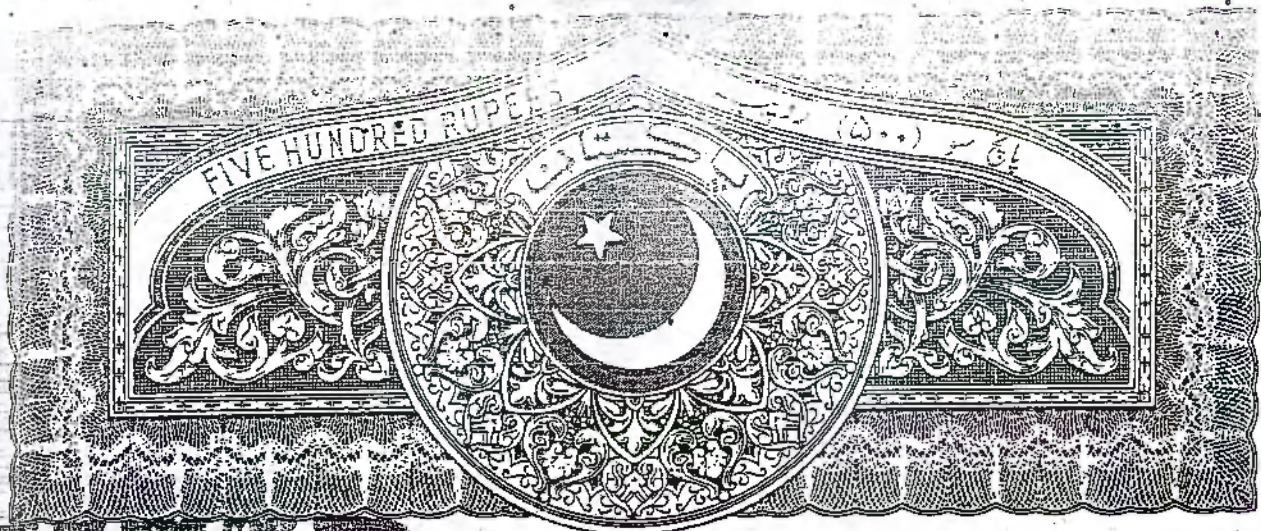
No. 216  
Sub-Registrar-II



Certified True Photo

Fahid Ahmad Shahid  
B.A.L.L.E  
STOCK BROKER  
100/100A, KARACHI

Certified True Copy  
  
Fazal Hussain Gaffoor  
CFO & Company Secretary  
Central Depository Company of  
Pakistan Limited



Stamp: 23963, 28 SEP 2005, Sub-Registrar-II, Saddar Town, Karachi



Handwritten number: 316

GENERAL POWER OF ATTORNEY

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. Armiad 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;
2. to use, sign and attest the name and style of the Company in any transactions, deed, document of title on all such occasions as may be necessary or expedient for conducting the business of the Company or for the due and proper management of the lands and buildings leased or purchased or to be leased or purchased by the Company;
- to transact, manage and carry on the business of the Company and do all matters and things requisite and necessary or in any manner connected with or having reference to the administration, control and operation of the business and affairs of the Company;
- to manage the business affairs, investments, securities and property of the Company;
- to engage, employ, retain, dismiss, terminate or disperse with the services of personnel, agents, contractors, legal and technical advisers and other professionals and to insure against liability to such personnel or persons acting under any 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;

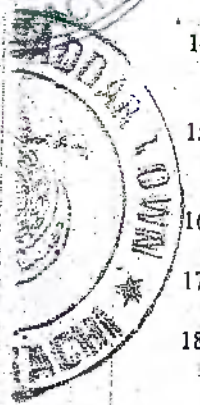
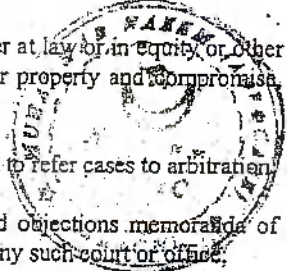


Certified True Copy  
Muhammad Murtaza Ali

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;

Registrar-II  
Sector Town, Karachi

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;
19. to make and sign applications to appropriate government departments, local authorities or other competent authority for all and any licenses, permissions and consents required by any order, statutory instrument, regulation, byelaw or otherwise in connection with the business, management and affairs of the Company;
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;



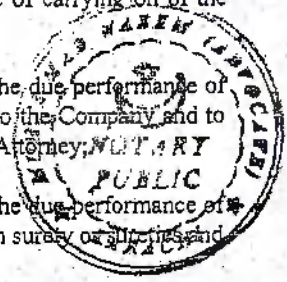
Certified True Copy  
Muhammad Murtaza Ali  
CEO/Company Secretary

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Lahore 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;
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;
37. to appoint substitute or substitutes and delegate to such substitute or substitutes all or any of the

Sub-Registrar  
Lahore Town, Karachi



Certified True Copy  
Muhammad Murtaza Ali  
CFO/Company Secretary  
MJP HILLERON ASSET MANAGEMENT LTD



R. No. 118  
Sub-Registrar-II  
Karachi

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

generally to do all other acts and things incidental to the exercise of the aforesaid powers;

we hereby agree to ratify and confirm whatsoever the Attorney shall lawfully do or cause to be done pursuant to the powers hereby given.

*[Signature]*  
Sub-Registrar-II  
Karachi

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.

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 11 day of October 2005, at Karachi.

*[Signature]*  
Masood Karim Shaikh  
(Director)



*[Signature]*  
Khawaja Iqbal Hassan  
(Director)

WITNESSES:

*[Signature]* - (Nasim Hassan - 61101-3885758)

Signed Before Me  
NOTARY

**ATTESTED**

Muhammad Naeem Advocate  
06 OCT 2005  
NOTARY PUBLIC  
KARACHI

Certified True Copy  
*[Signature]*  
Muhammad Murtaza Ali  
CFO/Company Secretary  
NFP FULLERTON ASSET MANAGEMENT LTD.  
(Formerly National Fullerton Asset Management Ltd.)



No. 118

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: —

1. 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



Certified True Copy

*[Signature]*

Fazal Hussain Gaffoor  
CFO & Company Secretary  
Central Depository Company of Pakistan

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.

II. TO ACT SINGLY:

R. No. 118  
 Sub-Registrar-II  
 Sadder Town, Karachi  
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 Sub-Registrar-II  
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1. To manage, superintend and deal with all the affairs of the Company's Trustee and Custodian 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.

*[Handwritten signature]*



**Certified True Copy**  
*[Signature]*  
**Fazal Hussain Gaffoor**  
 CFO & Company Secretary  
 Central Depository Company of  
 Pakistan Limited