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Mian Akbar Ali, residing at 4 Middleton Path, Bridge of Don, Aberdeen,
Mian Sarfraz Ali, residing at 4 Middleton Path, Bridge of Don, Aberdeen, and
Mohammed Javed Akhtar, residing at 1 Ashwood Place, Bridge of Don,
Aberdeen.



In order to create a Trust to be known as the Emergency Medical Aid Trust ("the Trust")

- i. Appoint as Trustees ourselves, Mian Akbar Ali, residing at 4 Middleton Path, Bridge of Don, Aberdeen, Mian Sarfraz Ali, residing at 4 Middleton Path, Bridge of Don, Aberdeen, and Mohammed Javed Akhtar, residing at 1 Ashwood Place, Bridge of Don, Aberdeen, (who and whose successors are referred to as "the Trustees").
- ii. Pay the sum of £50 to the Trustees; and we direct as follows:-
 1. In this Trust Deed and in the Schedule ("the Schedule") annexed and executed as relative to this Trust Deed "charitable" shall be construed as charitable within the meaning of Section 505 of the Income and Corporation Taxes Act 1988 (including any statutory amendment or re-enactment for the time being in force). The Trust Deed means this Trust Deed and the Schedule (including any supplementation or amendment effected in accordance with the provisions of Clause 5). "Person" shall be construed as referring to any legal person and will accordingly include (where the context so admits) any company or other corporate body at any Scottish partnership.
 2. Trust Purposes
 - i. The Trust shall be called the Emergency Medical Aid Trust.
 - ii. The Trustees shall hold and apply the sum of £50 paid by us to them and such other funds and assets as may from time to time be received by them as Trustees under the Trust Deed (from us or any other person) and the assets in which any funds so received may from time to time be invested (such funds and assets from time to time held by the Trustees being referred to as "the Trust Estate") in trust for the following purposes ("the Trust Purposes") namely to relieve the suffering and distress, and the poverty of those in necessitous circumstances in Liaquat Pur (Pakistan) and in furtherance thereof:
 - (a) To provide emergency aid to poor people.
 - (b) To establish an Eye Clinic.
 - (c) To help the burial of poor people.
 - (d) To provide ambulance services.
 3. Expenses

The expenses of creating and administering the Trust and any tax payable in respect of the Trust Estate shall be met in priority to all other payments and transfers of assets out of the Trust Estate.

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Schedule

This is the Schedule referred to in the Trust Deed of the Emergency Medical Aid Trust set up by Mian Akbar Ali, Mian Sarfraz Ali and Mohammed Javed Akhtar. Any expression defined in the Trust Deed to which this Schedule is annexed shall bear the same meaning in this Schedule as is assigned to it in the Trust Deed.

Conditions

The Trust will be administered according to the following conditions:-

1. Number of Trustees

- i. The number of Trustees shall be not less than two nor more than five.

2. Proceedings of the Trustees

- i. Subject to the provisions of the following paragraphs the Trustees may regulate their proceedings as they think fit.
- ii. A meeting of the Trustees shall be held at least once a year.
- iii. Any Trustee may and the Secretary of the Trust at the request of the Trustees shall call a meeting of the Trustees.
- iv. No notice of meeting of the Trustees may be given to any Trustee who is absent from the United Kingdom.
- v. Questions arising at a meeting of the Trustees shall be decided by a majority of votes. In the case of an equality of votes the chairperson of the meeting shall have a second or casting vote.
- vi. The quorum necessary for the transaction of the business of the Trustees shall be two or such higher number as may be fixed by the Trustees.
- vii. If the number of Trustees falls below the number fixed as the quorum the remaining Trustee or Trustees may act only for the purpose of appointing an additional Trustee or Trustees.
- viii. The Trustees may appoint one of their number to be convener and may at any time remove the person so appointed from that office.
- ix. The Trustee serving as convener shall (unless unwilling to do so) preside as chairperson at every meeting of the Trustees at which he or she is present. If there is no Trustee holding office as convener or if the Trustee holding that office is unwilling to preside or is not present within five minutes after the time appointed for the meeting the Trustees present may appoint one of their number to be chairperson of the meeting.
- x. All acts bona fide done by any meeting of the Trustees or of a committee of the Trustees or by a person acting as a Trustee shall notwithstanding that it is afterwards discovered that there was a defect in the appointment of any Trustee or that any of them had ceased to hold office or was not entitled to vote be as valid as if every such person had been duly appointed and had continued to be a Trustee and had been entitled to vote.
- xi. A resolution in writing signed by all persons holding office as Trustees for the time being shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held and may consist of several documents in the same form each signed by one or more Trustees.

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4. Appointment/Removal of Trustees

- i. The Trustees shall be entitled by way of resolution passed by majority vote at a meeting of the Trustees to appoint any individual as a Trustee.
- ii. The Trustees shall have power to remove any individual as a Trustee by resolution passed at a meeting of the Trustees by a majority of three-quarters or more of the Trustees then in office.
- iii. An individual holding office as Trustee may retire by giving notice in writing to that effect to the Secretary to the Trust.

5. Amendment of Trust Deed/Winding Up

- i. If in the opinion of the Trustees any change in circumstances or alteration in the law has made or is likely to make execution of the Trust Purposes impossible or impracticable or if in the opinion of the Trustees the administration of the Trust could be improved or the Trust Purposes advanced in a more appropriate manner, the Trustees may (subject to Clause 5.ii) in their discretion:-
 - (a) Supplement or amend the provisions of this Trust Deed, the Schedule or any Deed supplemental to this Trust Deed, or
 - (b) Wind-up the Trust and transfer the Trust Estate (after settlement of all debts and liabilities) to some other charitable body or bodies having similar objects to those of the Trust.
- ii In no circumstances is the Trust Estate to be held or applied for any purpose which is not an exclusively charitable purpose.

6. Powers of Trustees

The conditions and powers set out in the Schedule shall apply to the administration of the Trust. We declare that the Trust Deed shall be irrevocable. This Trust Deed consisting of this and the preceding page together with the Schedule annexed is executed as follows:-

Signed by the said

Mian Akbar Ali

Mian Sarfraz Ali

Mohammed Javed Akhtar

Signatures

[Redacted signature lines for Mian Akbar Ali, Mian Sarfraz Ali, and Mohammed Javed Akhtar]

all together at ABERDEEN on the FIRST day of SEPTEMBER, NINETEEN HUNDRED and NINETY NINE in the presence of

Witness

Signature

Full Name

Address

[Redacted witness signature and name]
 ANNE ELIZABETH WILKINSON
 12 PITSTRAWAN PLACE, ABERDEEN, AB9 1AA



Witness

Signature

Full Name

Address

[Redacted witness signature and name]
 DRAHIM BENASSA
 11 NORTHFIELD PLACE ABERDEEN AB25 1JH

Schedule (cont'd)

3. Delegation

- i. The Trustees may delegate any of their powers to any committee consisting of one or more Trustees. Any such delegation of powers may be made subject to such conditions as the Trustees may impose and neither collaterally with or to the exclusion of their own powers and may be revoked or altered.
- ii. Subject to any condition imposed in pursuance of the preceding paragraph the proceedings of a committee consisting of two or more Trustees shall be governed by the provisions of the preceding paragraphs regulating the proceedings and meetings of the Trustees so far as they are capable of applying.

4. Secretary

- i. The Trustees shall appoint some person (who need not be a Trustee) as Secretary to the Trust for such term at such remuneration (if any) and on such conditions as the Trustees may think fit and any Secretary so appointed may be removed by them.
- ii. The Trustees shall ensure that the Secretary (a) keeps proper Minutes in books kept for the purpose of all proceedings and meetings of the Trustees and of committees of the Trustees including the names of the Trustees present at each such meeting, (b) keeps accounting records containing entries from day to day of all sums of money received and expended by the Trustees and the matters in respect of which such receipt and expenditure take place and a record of the assets comprising the Trust Estate, (c) keep proper records and documents in relation to all other matters connected with the administration and management of the Trust Estate.

5. Accounts

- i. The Accounts of the Trust shall be made up to 31 March (or such other date as the Trustees may decide) in each year.
- ii. The Trustees may, if they think fit, (and shall if so required under statute) cause the Annual Accounts of the Trust to be audited by a qualified accountant or firm of accountants. Any Report by the Accountant or firm of Accountants shall be annexed to the relevant Accounts.
- iii. An Accountant engaged in an audit of the Trust's Accounts shall be entitled to have access to all accounting records and other documents.

6. Operation of Bank Accounts

The signatures of two Trustees shall be required in relation to all cheques issued by the Trust and all other operations (excluding the lodgement of funds) on the Bank or Building Society Accounts held by the Trust.

7. Payments to Charities etc

The receipt of the Treasurer or other appropriate official for any funds or other assets paid or transferred by the Trustees to any charitable institution, society, company, trust, foundation or fund shall represent sufficient discharge to the Trustees.

8./



Schedule (cont'd)

8. Limitations on Liability

The Trustees shall not be liable for loss or depreciation of the value of investments retained or made by them nor for omissions nor for neglect in management nor for insolvency of debtors nor for the acts, omissions, neglect or default of one another or of any banker, solicitor, factor or other agent employed by them.

9. Membership

The Trustees shall permit, by subscription, membership of the Trust.

- i. Membership is open to any person provided he or she agrees with the aims and objectives of the Trust as identified in the Trust Purposes of the Trust Deed to which this Schedule is annexed.
- ii. Any individual seeking membership of the Trust shall apply on the Trust's prescribed form and shall be notified by post if accepted.
- iii. Membership of the Trust by subscription shall take the following forms:-
 - a. Ordinary membership at £10 per month.
 - b. Associate membership at £200 payable in one instalment.
 - c. Life membership - £1000 paid within any financial year.
- iv. The Trustees reserve the right to revise membership fees at any time.
- v. Should any member's subscription be in arrears the Secretary shall send a reminder for payment which if not paid within three months from the date of the reminder will result in:-
 - a. The suspension of that member's right to vote at any General Meeting of the Trust.
 - b. The removal of that member's name from the register of members by the committee at their discretion.
- vi. Each member of the Trust shall notify the Secretary in writing of any change of address. Failure to do so may result in:-
 - a. The suspension of that member's voting right at any General Meeting of the Trust.
 - b. The removal of the name of that member from the register of members by the Trustees at their discretion.

10. General Meeting

- i. The Annual General Meeting of the Trust shall be held in July.
- ii. An Extraordinary General Meeting of the Trust may be convened by the Trustees at any time and shall be convened by the Trustees upon request signed by at least five members of the Trust stating the object of the Meeting.
- iii. At least seven days notice of an Extraordinary General Meeting shall be given. Such notice shall be sent to each member at his address recorded by the Secretary.
- iv. A notice sent by post shall be deemed to have been received on the second day after the date on which it was posted.
- v. The incidental omission to give notice of a Meeting shall not invalidate the proceedings of a Meeting.
- vi. The business to be transacted at the Annual General Meeting shall include the consideration of accounts of the Trust and Report of the Trustees and the appointment of a committee to oversee the work of the Trust.



Schedule (cont'd)

11. The Founder Trustee

The Founder Trustee is Mian Akbar Ali. The Founder Trustee shall hold office until resignation, retirement or death.

12. Powers

In the administration of the Trust the Trustees shall, in addition to the powers, privileges and immunities conferred upon gratuitous Trustees in Scotland by Statute or at Common Law, have the fullest powers of and in regard to investment, realisation, administration, management and division of the Trust Estate as if they were beneficial owners and in particular but without prejudice to that generality the Trustees shall have the following powers:-

- i. Acquisition of Property
To purchase, take on lease, hire, take in exchange or otherwise acquire any property or rights which may be advantageous to the purposes of the Trust and that on such terms and conditions as the Trustees consider appropriate.
- ii. Disposal of Trust Estate
To sell, let, hire, give in exchange or otherwise dispose of the Trust Estate or any part of the Trust Estate and that on such terms and conditions as the Trustees consider appropriate.
- iii. Retention of Trust Estate
To retain any property comprised in the Trust Estate for such time as the Trustees consider appropriate.
- iv. Investment
To invest the funds of the Trust not immediately required for the purposes of its activities in such investments and securities and that in such manner as the Trustees may from time to time consider advantageous (subject to compliance with any applicable legal requirement).
- v. Nominees
To have any part of the Trust Estate registered in the name of a nominee and to pay reasonable fees to such nominee.
- vi. Borrowing
To borrow money (whether on the security of the Trust Estate or any part of the Trust Estate or otherwise) on such terms and conditions as the Trustees may consider appropriate.
- vii. Management of Heritable Property
To administer and manage any heritable or real property forming part of the Trust Estate. To repair, maintain, renew and improve such property and to erect additional buildings and structures. To grant, vary and terminate leases and rights of tenancy or occupancy.
- viii. Proxies
To grant proxies in favour of any of their number or any other person to attend, act and vote for the Trustees at meetings of any company, corporation, trust or undertaking or in any bankruptcy or any winding-up proceedings in which the Trustees may be interested or at any class meeting of shareholders, stockholders or debenture holders of any such company, corporation, trust or undertaking or of creditors in any such bankruptcy or winding-up.
- ix./

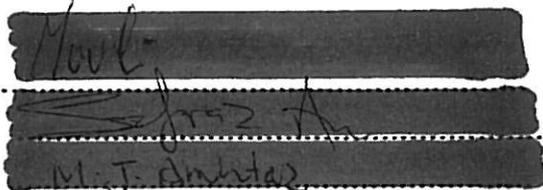


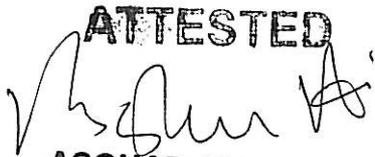
Schedule (cont'd)

12. Powers (cont'd)

- ix. Compromise of Claims
To compromise or settle by arbitration all disputed claims by or against the Trust Estate.
- x. Insurance
To effect insurance against risks of all kinds.
- xi. Engagement of Employees
To engage employees. To pay reasonable remuneration to such employees and to establish, maintain and contribute to any pension fund for the benefit of any individual who is or was at any time so employed and the spouse, widow(er), relatives and dependents of any such individual.
- xii. Raising of Funds
To accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds either absolutely or conditionally or in trust for any of the objects of the Trust and to take such steps (by way of personal or written appeals including appeals to Zakaat, Fitrah and Sadaqa, public meetings or otherwise) as may be deemed expedient for the purpose of procuring contributions to the funds of the Trust whether by way of subscriptions, grants, loans, donations or otherwise.
- xiii. Joint Activity
To carry out any of the Trust Purposes as principal or agent or in any other capacity and through an agent, contractor or sub-contractor or a person acting in any other capacity and either alone or in conjunction with others.
- xiv. Establishment of other bodies etc
To establish and/or support any charitable body having objects altogether or in part similar to the Trust Purposes.
- xv. Appointment of Agents
To appoint one or more of their own number to be solicitor or agent in any other capacity for the carrying into effect of the Trust Deed and to allow such solicitor or agent his/her usual charges.
- xvi. Payment of Expenses
To reimburse any of the Trustees out of the Trust Estate for all expenses reasonably incurred by him/her in the administration of the Trust Estate.

Signed by the said
Mian Akbar Ali
Mian Sarfraz Ali
Mohammed Javed Akhtar

Signatures 

ATTESTED

ASGHAR ALI GOLO
Vice Consul of Pakistan
Glasgow

