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 Act, 1899 (Act II of 1899)
 Schedule 64 No. 11

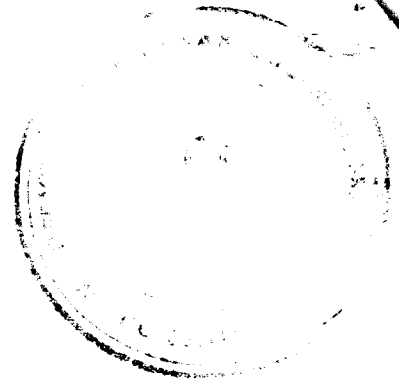
Sub-Registrar: Bongaigaon

The deed of Trust executed this day of 13th October 2000 by Dr Sunil Kaul, age 38 years, s/o Mrs. Mohini Kaul and Mr. S N Kaul, resident of Ward no 10 BOC Gate, North Bongaigaon 783380, Indian citizen, herein referred as the Author of the one part and Ms Jennifer Liang, age 28 years d/o Mrs. Shirley L Y Leong and Late Mr. H T Leong, resident of Ward No 10 BOC Gate, North Bongaigaon 783380, AND Sh. Ravindranath Upadhyay age 76 years s/o Smt Ramkumari Devi and Sh Baleshwar Upadhyay r/o Tamulpur Anchalik Gramdan Sangh, Kumarikata, Nalbari 781360, both Indian citizens and hereinafter called as the Trustees of the other part.

WHEREAS

- The Trustees as listed above wish to establish a Public Charitable Trust ("Trust") as an independent non-profit organisation to promote and support all activities related to the development of the Northeastern states of India with a focus on rural areas.
- The author of the Trust has handed over to the Trustees a sum of rupees Five Hundred and One (Rs. 501/-) and hereby relinquishes and releases for perpetuity all the rights, title and interest he had over the said amount of money, which is to be held by the Trustees irrevocably upon the following terms and conditions:

6832 13-10-2000
 Sunit Kaul
 11-10-2000
 Stamp Vendor



Presented for registration at 4.45 A.M. on the 13th day of Oct 2000 at Bangalore Sub-Station by Smt. Sunit Kaul S/O D.O. Sureswar Nath Kaul of HNO-10 Town, Bangalore Dist. Bangalore India by profession Social Worker

Regd. Registrar, Bangalore

Sunit Kaul

1906

Sunit Kaul

1906

Jennifer Liang

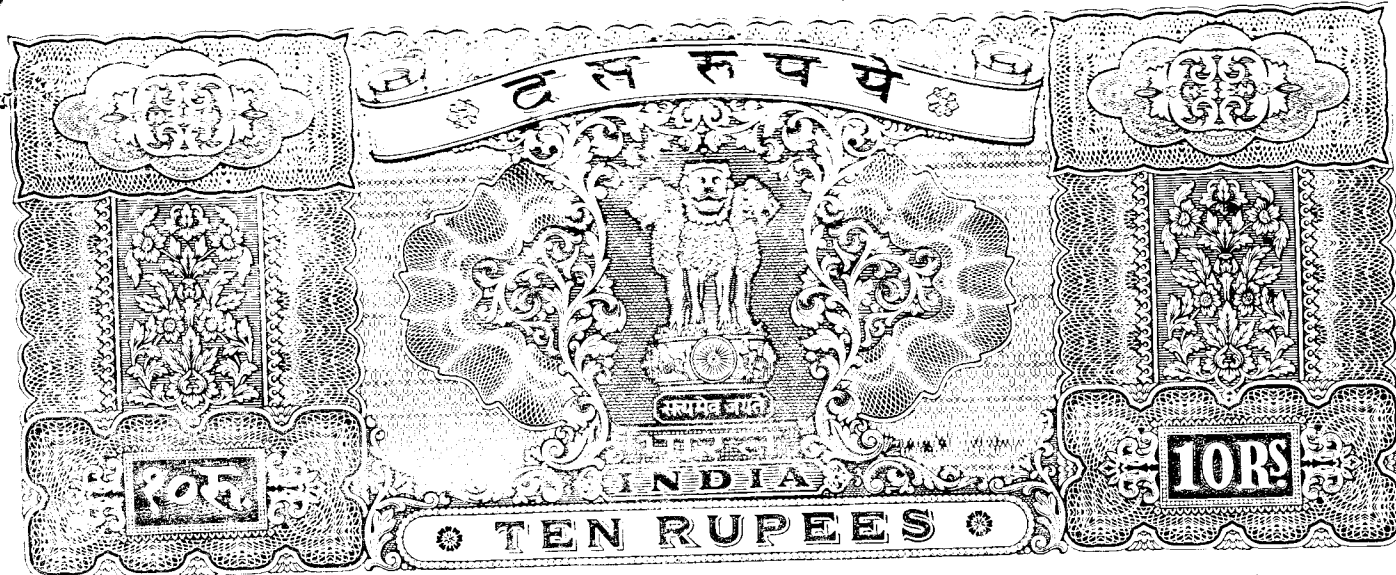
1907

Rabin Nath Upadhyay

1908

Niranjana Das

Execution is admitted by the above ① Sunit Kaul S/O Sureswar Nath Kaul of HNO-10, Town, P.S. & Dist. Bangalore by ② Smt. Jennifer Liang S/O Late Hing Tat Leong of same place, by ③ Lakshendra Nath Upadhyay S/O Late Beleswar Upadhyay of Jannulfer P.S. Jannulfer Dist. Malabar, who are identified by Niranjana Das S/O Suresh Das of same place.



Raulin & North Bongaigaon

Jennifer Liang

Sumit Ward

The Trust is to be known as The Action Northeast Trust ("the ant") and its registered office shall be at Ward No 10, BOC Gate, Chhapaguri Road, North Bongaigaon, 783380.

NOW THIS TRUST DEED WITNESSETH AS FOLLOWS:

THE TRUST TERMS AND CONDITIONS

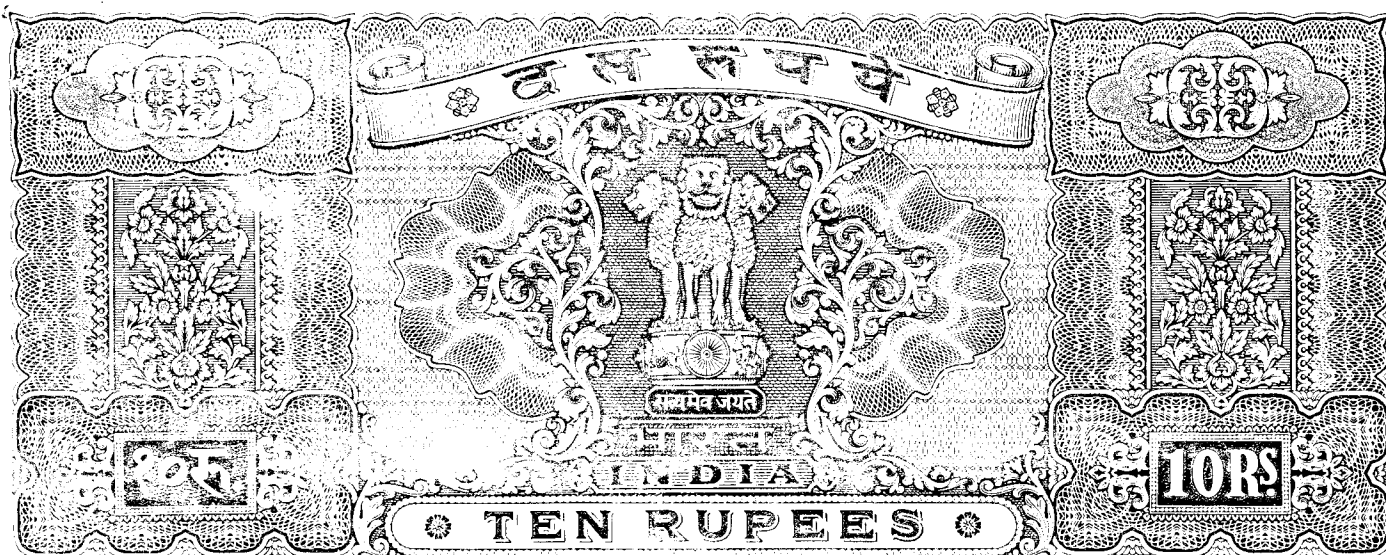
1. Guiding Principle

The Trust, "the ant" will be guided by positive characteristics of an ant viz., industriousness, organised collective effort, humility, and ceaseless activity. The Trust is inspired by the fact that despite its small size, an ant can perform tasks much larger than would be expected of its size.

2. Objects/Purposes

2.1 The Trustees shall hold the said sum and all other sums or assets as may be transferred to them hereafter UPON TRUST to pay or apply the income and the whole or any part of the Trust Fund for the purposes of fulfilling the objectives of the Trust as established herunder.

2.2 The Objects of the Trust ("Objects") will include inter alia increasing the speed and efforts at holistic development of the eight Northeastern states of India viz., Arunachal

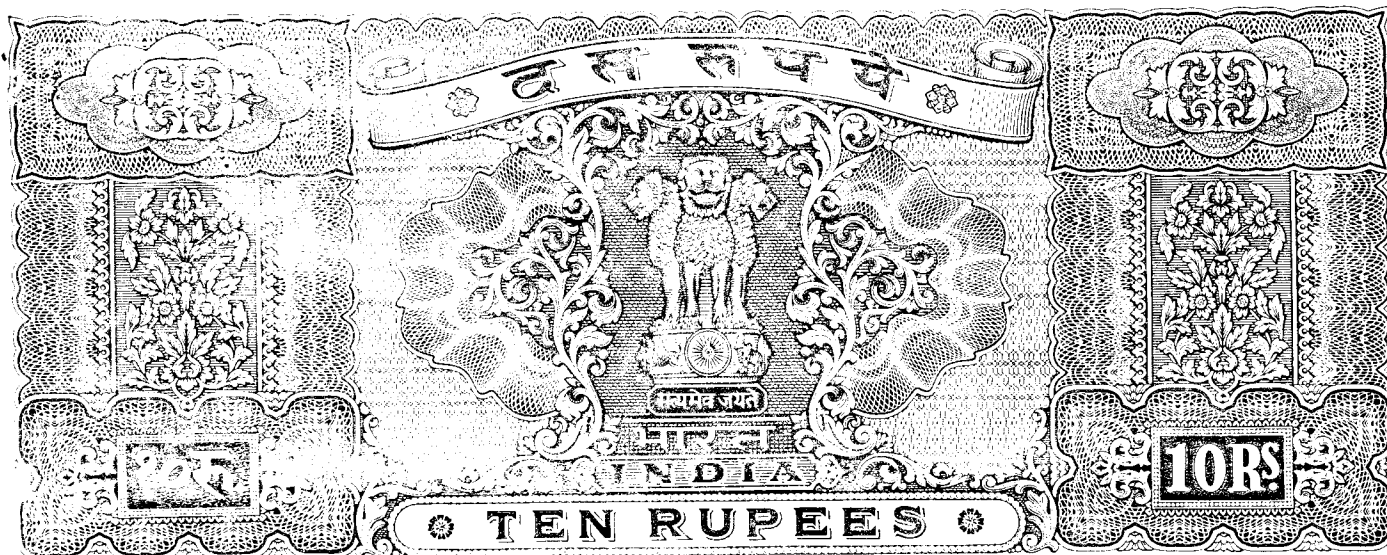


Ratindra Nath Upadhyay

Jennifer Liang

Sumit Vaid

- 2.2.1 To work for the benefit of poor and marginalized communities including women & children and tribal people through mechanisms that generate sustainable economic and equitable use of resources, without prejudice to caste, creed, tribe, religion or community.
- 2.2.2 To organize the communities for asserting their right over primary health care including adequate nutrition and sanitation, education, livelihood opportunities, shelter and any other rights that are necessary for a dignified human existence.
- 2.2.3 To work at promoting and supporting efforts for peacemaking in the Northeastern states of India.
- 2.2.4 To carry out any scientific - quantitative or qualitative - action oriented research into the social, historical, anthropological, medical or other aspects of the Northeast that would lead to a better understanding of the situation in the region and promote the Objects.
- 2.2.5 To promote young and enthusiastic entrepreneurs in the non-profit sector by arranging for small fellowships/stipends to allow them to carry out their mission without hindrance.
- 2.2.6 To help conserve positive indigenous knowledge, customs and traditions, and practices that can prevent the erosion of values, social and cultural heritage, and of biodiversity.
- 2.2.7 To create and support networks of likeminded individuals, groups, organizations and institutions that could help in sharing of experience and resources both within and outside the region for the development of small and remotely located organizations in the Northeastern region.



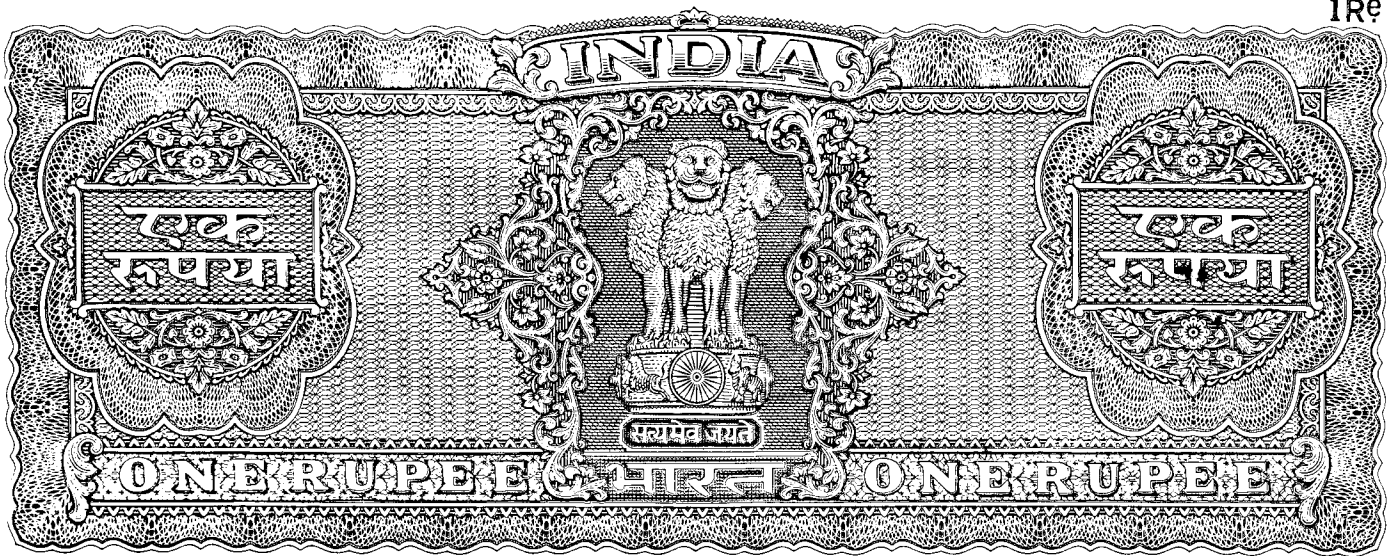
Ravinder Northrup
Tennifer Liang
Sunil Kant

- 2.2.9 To promote the holding of seminars, courses, programmes, conferences, rallies, exhibitions, workshops, meetings, cultural performances or other such events to enable the dissemination of information in keeping with the Objects.

3. POWERS OF TRUSTEES

The Trustees will have the following powers (that they may exercise directly or indirectly) solely to further the Objects.

- 3.1 To provide or assist in the provision of money, materials, facilities or other help and assistance of any nature;
- 3.2 Subject to such consents as may be required by law to borrow or raise money for the purposes of the Trust on such terms and on such security (if any) as deemed fit;
- 3.3 To nominate one of the Trustees as the Managing Trustee who shall inter alia be responsible for the operation of the activities of the Trust;
- 3.4 To engage or employ any persons, salaried or otherwise to supervise, organize and carry on work authorized by the Trustees and as employers of staff to make all reasonable and necessary provisions for the payment of pensions and superannuations to or on behalf of employees and their widows and other dependants;
- 3.5 To cooperate and collaborate with all, voluntary bodies, government and non-government organizations, and statutory authorities operating in similar social sectors for the exchange of information and advice and in particular to join and participate in any national or international network having similar objectives in other areas;
- 3.6 To undertake and execute or to establish any non-profit organisation and to support or subscribe to any such fund or institution;



Rachin & North / Kalyan
Jennifer Liang
Sumit Kaul

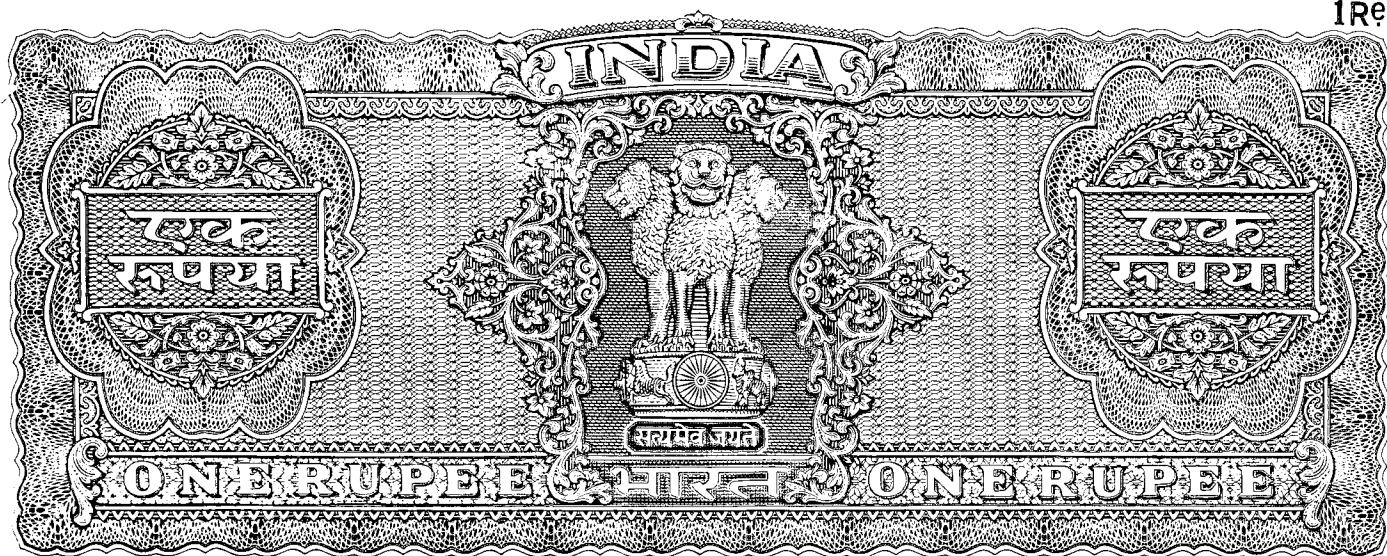
4. TRUST RECEIPTS

- 4.1 The Trustees may at any time raise funds and invite and receive any contributions (solicited or otherwise) or payments in money or other assets of any kind from any person or organization whether based in India or otherwise by way of donation, legacy, covenant, annual or other subscription charge fee or otherwise for the support or benefit of the Trust and may organize or procure the organization of fund raising schemes and events to that end PROVIDED THAT the Trustees shall not undertake any permanent trading activities in raising funds for the said Objects.
- 4.2 Notwithstanding the restriction placed in Clause 4.1, the Trustees may trade insofar as either the trade is exercised in the course of the actual carrying out of the Objects or the work in connection with the trade is mainly carried out by beneficiaries of the Trust and may establish or invest in any limited company to carry on any such trade or temporary trade anywhere in the world (ancillary to the carrying out of the Objects).

5. APPLICATION OF TRUST FUNDS

- 5.1 Subject to the provisions of Clause 5.2 the Trustees shall stand possessed of the Trust Fund and the income thereof for the purposes of the Objects and shall apply any part or parts of the Trust Fund or the income thereof in or towards such one or more of the Objects exclusive of the others in such shares and proportions and subject to such terms and limitations (if any) as the Trustees shall from time to time determine.

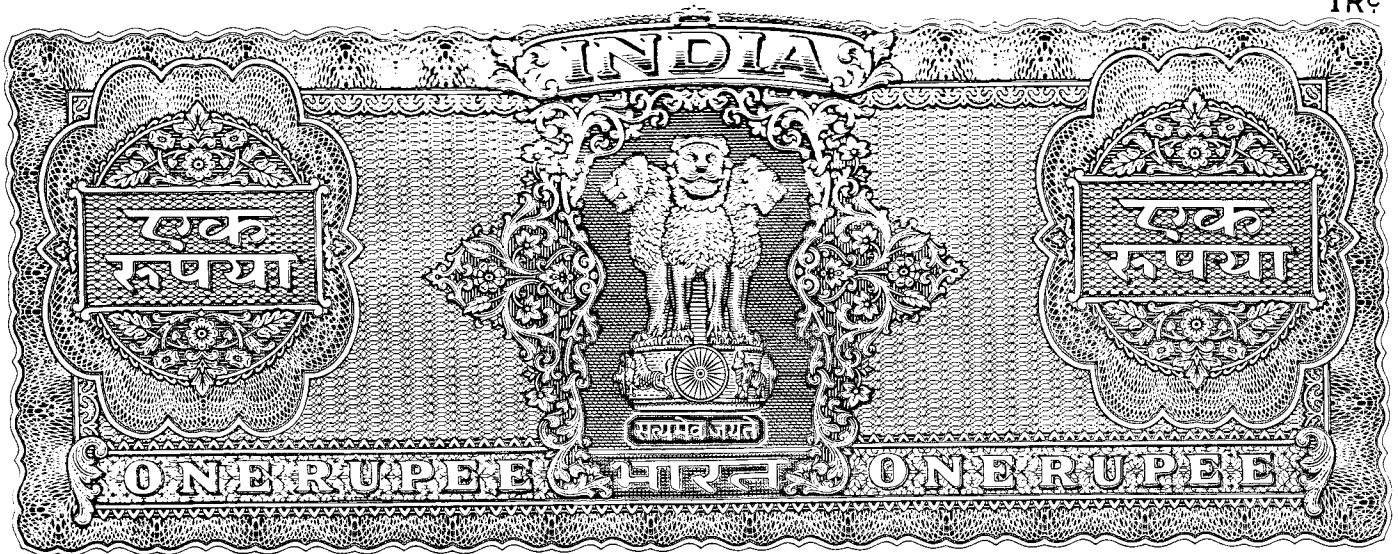
- 5.2 The Trustees shall have the power during the period to...



Rachin Sa Nathlypityang
Tennifer Liang
Anuril Kaur

6. POWERS OF INVESTMENT.

- 6.1 Trust money may be invested or laid out in the purchase of or at interest upon the security of such stocks, funds, shares, securities or other investments or property of whatsoever nature or wheresoever situate and whether involving liability or not and whether producing income or not in the course of carrying out the Objects as the Trustees shall in their absolute discretion think fit to the intent that the Trustees shall have the same full unrestricted powers of varying and transferring investments and laying out monies in all respect as if they were absolutely entitled thereto beneficially.
- 6.2 Without prejudice to the foregoing, the Trustees may allow any property forming part of the Trust Fund from time to time and any freehold or leasehold building (s) for the time being thereon or any part thereof respectively to be used for the furtherance of any of the Objects as the Trustees determine either gratuitously or upon such financial terms as to the whole or part of the costs charges expenses or outgoings of costs necessary for the user or maintenance of any such property or buildings or any part thereof as the Trustees think fit.
- 6.3 Without prejudice to the foregoing and with such consent as may by law be required, the Trustees may at any time in their absolute discretion:
- 6.3.1 purchase, take on tenancy or lease or under license any property and alter or newly construct any new buildings on any such property or the property of another for use by or for the Trust and let license share or part with possession of any property forming any buildings for the time being thereon or any part thereof respectively for such term of years or shorter term at such rent premium or other consideration and subject to such conditions as may be determined by the Trustees.



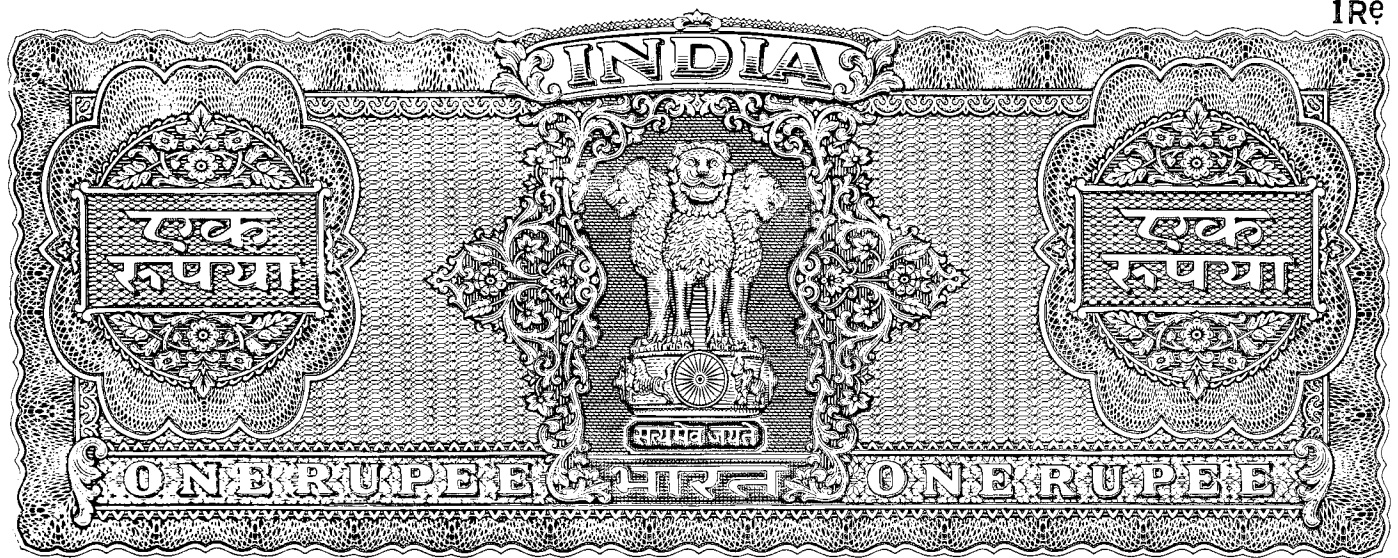
Robertson North Sydney
Jennifer Liang
David Ward

- 6.3.2 mortgage or charge such property or any buildings for the time being thereon or any part thereof respectively to secure the repayment of any sum or sums of money that the Trustees may (as they are hereby authorized to do) borrow or guarantee repayment of and with or subject to such power of sale and other provisions as the Trustees think fit; and
- 6.3.3 sell such property or any part thereof or interest therein either by public auction or tender private contract or however and subject to such stipulations, conditions or provisions of any kind.

7. TRUST EXPENSES

7.1 The Trustees may (without prejudice to the generality of their other powers hereunder) apply monies that form part of the Trust Fund:

- a) in payment of any reasonable and proper costs, charges or expenses (including the expenses of upkeep of insurance against fire and repairs and other risks) or other outgoings of or necessary for the use or maintenance of any property forming part of the Trust Fund from time to time or any buildings for the time being thereon or any part thereof or interest therein respectively;
- b) in payment of the expenses of or incidental to the exercise of any power conferred on the Trustees by this deed.
- c) in executing improvements or renovation of any kind to any such property or buildings as aforesaid or any part thereof respectively in order either that the same



Raul in. Sa. North Hyderabad
Jennifer Liang
Anvil Vard

d) in paying off any mortgage charge or encumbrance of any kind for the time being affecting such property or any kind thereof or interest therein.

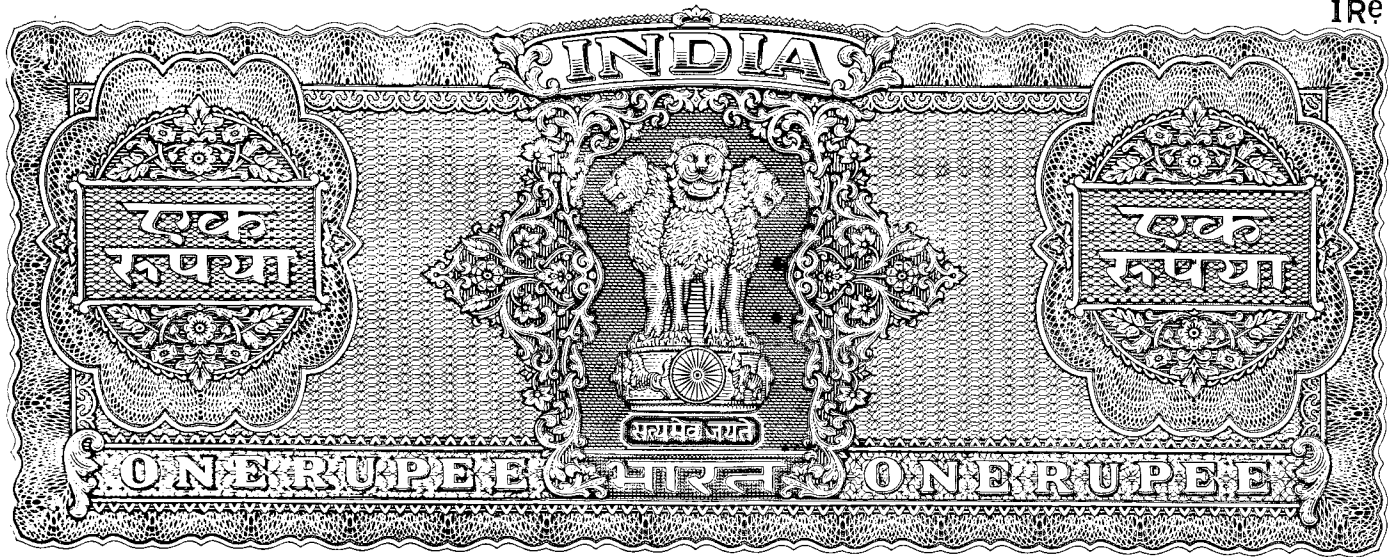
7.2 The administration of the Trust and the control regulation management and application of the Trust Fund shall so far as the law permits be in the entire and unfettered discretion of the Trustees and the Trustees may at any time and from time to time make, vary and rescind any rules for such administration control, regulation, management and regulation.

8. TRUSTEES' POWERS OF MANAGEMENT, EMPLOYMENT

8.1 The Trustees may appoint and engage such officers, consultants, agents and employees at such salaries and pensions and on such terms as the Trustees shall from time to time think fit PROVIDED THAT if such a officer, consultant, agent or employee is a Trustee her/himself, s/he will not be paid beyond the usual charges as may befit the services of her/his qualifications and experience and in the view of the other Trustees, there is no adverse effect to the pursuance of the Objects.

8.2 The Trustees shall ensure that minutes are made of their meetings and decisions and that proper arrangements are made for the summoning of meetings and for the handling of administration of the Trust.

8.3 The Trustees shall not be bound in any case to act personally but shall be at full liberty to employ any officer, consultant or agent or servant to transact all or any business of whatever nature required to be done in pursuance of the Objects including the day to day management thereof



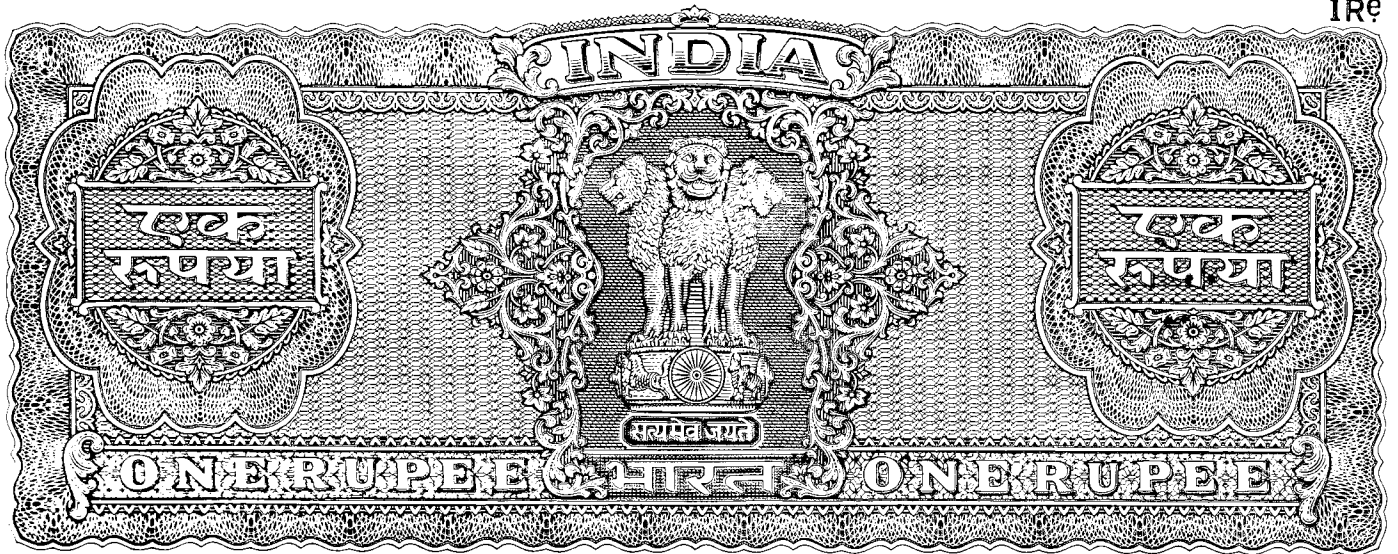
Received with 1000 Rupees
Tennifer Liang
Sundhar

9. VOTING AND PROCEEDINGS OF TRUSTEES

- 9.1 The Trustees shall (subject to the other provisions of this Deed) have the right to regulate their affairs including the holding of and conduct at meetings as they from time to time resolve upon and shall be at liberty to elect from amongst their number an unremunerated chairman on such terms and arrangements as they shall from time to time think appropriate provided that no chairman shall serve in that office for more than (three) years continuously.
- 9.2 All decisions of the Trustees to be taken hereunder shall (unless otherwise expressly so required) be effected by the simple majority of the Trustees present and voting on the resolution concerned.
- 9.3 A resolution of the Trustees signed by a majority or all of them (as the case may be) shall be lawful and effectual even if no meeting has been to consider and resolve upon the same unless the resolution is inconsistent with a previous decision of the Trustees to curtail, regulate or restrict this method of proceeding.

10. TRUSTEES

- 10.1 There shall be not less than three and more than ten Trustees from time to time.
- 10.2 The Trustees shall be life long, and in case of death, absence from the region or country for more than two years, derangement of mental capabilities or insolvency, or if s/he desires to be discharged of her/his duties, a new Trustee may be appointed by the Author of the Trust in consultation with the other Trustees or in his absence by two-thirds majority of the other Trustees.

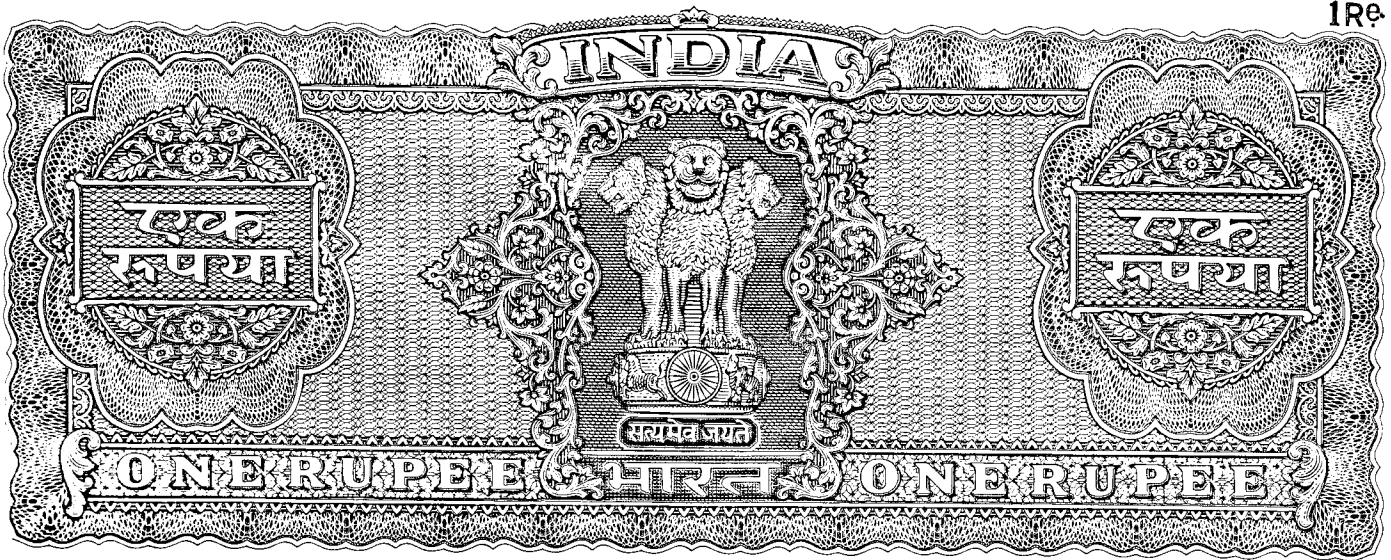


Rubinda Nath Upadhyay
Jennifer Liang
Sunil Kumar

- 10.4 Any new Trustees can be appointed by two-third majority of the existing Trustees, not exceeding the stipulation of clause 10.1 above AND should be of renown and proven social work background with a commitment to social causes AND PROVIDED a majority of the total number of Trustees are residents of the Northeast India.

11 AUDIT/ACCOUNTS

- 11.1 The Trust will underscore the principle that audit involves much more than accounts alone and ensure that a social audit at regular intervals, especially for its field activities with specific communities, will be organised in open forums whereupon anyone from the community can raise questions about its activities and can access any document including accounts AND has a right to a satisfactory redressal.
- 11.2 Proper accounts showing all receipts received and disbursements made on account of the Trust shall be kept by the Trustees and shall be duly audited with all necessary vouchers at least once a year by such auditors as the Trustees shall from time to time appoint and shall be available for inspection of Trustees from time to time. Regular and meticulous accounting will be necessary to maintain public accountability as envisaged in 11.2 below.
- 11.3 To ensure public accountability and transparency in handling of funds meant for the welfare of the general public, an endeavour must be made to allow casual inspection of the accounts by anyone from the general public at reasonable notice but not exceeding fifteen days.



Rachini-Sa North Property
Jennifer Liang
Sunil Kaul

12. TRUST BANKING ARRANGEMENTS

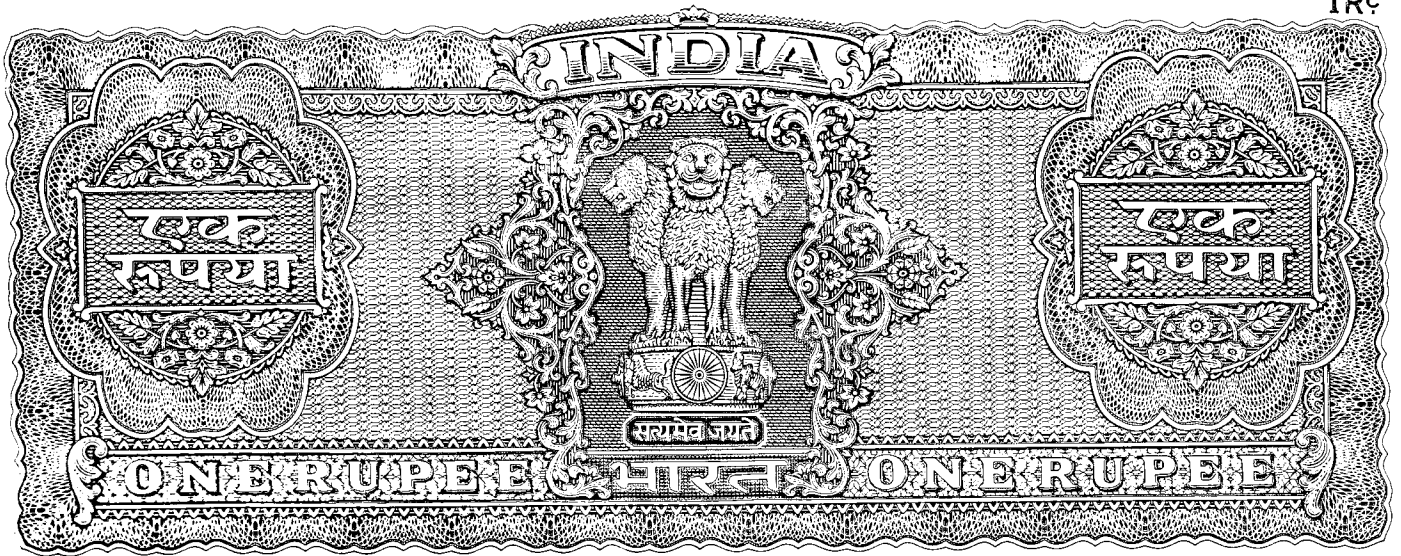
- 12.1 The Trustees shall open and operate banking accounts in the name of the Trust and buy, hold or sell investments in the name of such two or more of them or any trust company that they may establish for such a purpose and as they may by a resolution decide and a certified copy of such resolution signed by any two of the Trustees for the time being shall be good and sufficient evidence to any bank or another person, firm or company transacting with the Trustees of the authority of the persons named in such a certified copy.
- 12.2 Any banking account as aforesaid shall be operable as the Trustees may by resolution mandate from time to time.

13. AMENDMENT

The Trustees may by at least two-third majority and by deed or deeds alter any of the provisions hereof except those contained in clause 1.1 of this Deed PROVIDED ALWAYS that no such alteration shall be valid if it would cause the Trust to cease to be a non-profit organization by law.

14. WINDING UP THE TRUST

The Trustees acting by at least two third majority shall have power by deed to revoke the trusts herein declared and thereupon (or so soon thereafter as shall be practicable) and after discharge of or provision for all the debts and liabilities of the Trust, the Trustees shall transfer the residue of funds to such other non-profit organizations having Objects similar to the Objects of "the Trust".



Ravindra Nath Upadhyay
Jennifer diary
James Earl

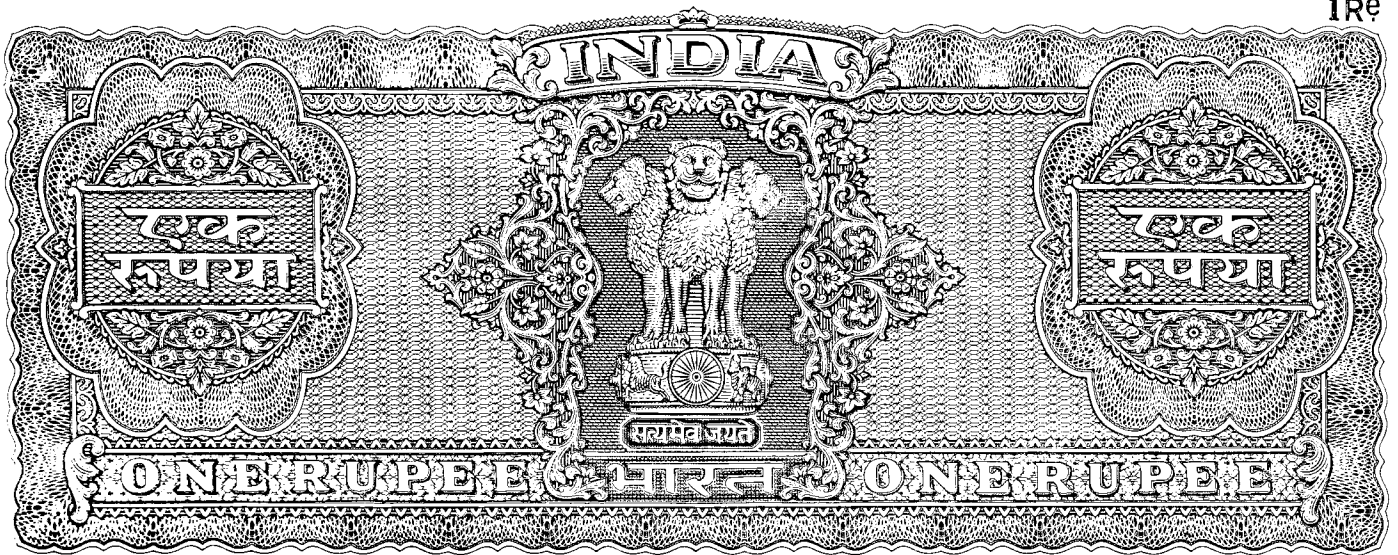
15. NATURE OF TRUSTEES' DISCRETIONS

15.1 In so far as the law allows every discretion or power hereby conferred on the Trustees shall be an absolute and uncontrolled discretion or power and save where unanimity is required by the provisions of this Deed any Trustee who shall dissent from any exercise of any discretions and authorities shall nevertheless concur in executing or signing any document or doing any act necessary for giving effect to the exercise of any such powers, discretions or authorities by the majority of the Trustees without being responsible for loss.

15.2 In the execution of the Trusts hereof no Trustee shall be liable for any loss to the property of the Trust arising by reason of any improper investment made in good faith or for the negligence or fraud of any agent employed by him or by any other Trustee hereof in good faith (provided reasonable supervision was exercised) or by reason of any mistake or omission made in good faith by any Trustee hereof or by reason of any other matter or thing other than wilful and individual fraud wrongdoing or wrongful omission on the part of the Trustee who is sought to be made liable

16. TRUSTEES' IDEMITY

16.1 Without prejudice to any statutory or other right to indemnification that may have the Trustees hereof shall jointly and severally be indemnified out of the Trust Fund at all times in respect of each and every claim made against them or any of them whether in their capacity as Trustee or Trustees or personally in respect of any liability arising from or in respect of the Trust, its affairs, administration or activities or any aspect of any of the same PROVIDED ALWAYS that the right



Rachinda North Upa. Hygar
Jennifer Liang
Suvil Vard

16.2 The Trustee shall be entitled to claim reimbursement from Trust funds of their reasonable and proper out of pocket expenses directly incurred in the carrying out of their functions as Trustees.

16.3 The Trustee shall if they think fit for any premium in respect of any indemnity policy to cover them (or any one of them) personally in respect of the matters referred to in this clause as entitling the Trustees to be indemnified out of the Trust Fund.

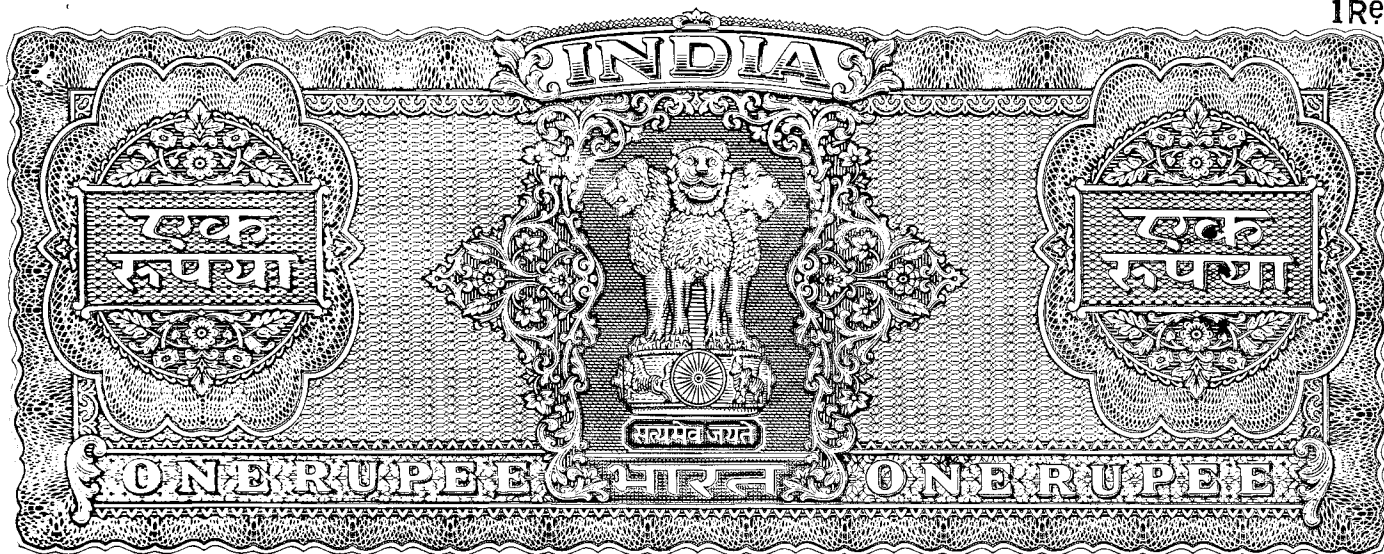
16.4 The reasonable professional costs and expenses of setting up this Trust may be paid out of the Trust Fund.

17. GOVERNING LAW

17.1 This Deed shall be governed by and construed in accordance within the law of India.

17.2 In the event that any dispute arises with respect to any of the provisions of this Trust deed, the dispute shall be settled by arbitration.

17.3 In the event of the need of an arbitration, the Trustees shall appoint a mutual arbitrator and the arbitration shall be held in accordance of The Arbitration and Conciliation Act 1996. The decision of the arbitrator shall be final and binding on all parties to the dispute.



IN WITNESS whereof the Trustees have signed the document as a deed the day and year first before written.

SIGNED as a Deed by the said)

in the presence of:-)

Sunil Kaul
(Dr. SUNIL KAUL)

Witness 1

Name

Address

Occupation

(M. Iswary)
BRL Township
Dhaligaon, Borpigaon
Service

Robin Das, North Upadhyay
Jennifer Liang

Witness 2

Name

Address

Occupation

Nirangan Das
NIRANJAN DAS
TAGS, KUMARIKATA
TAMULPUR, NALBARI 781360
DRIVER.

1911
From: ...
Address: ...
Signature: ...
Date: ...

[Circular stamp with signature]
13/10/20

18-2

Registered
in Book... 9
Volume No... 2/2000
Page... 193 211
Serial No... 820 2000



Postage stamp under Act No. 10 of 1968
 Directly stamped on the envelope
 and duty under the Indian Stamp
 Act, 1899 (Act No. 2 of 1899)
 Secured by the Post Office

Handwritten signature and date: 26/6/2003

Handwritten signatures: Jennifer Liang, R. N. Upadhyay, Sunil Kaul

The rectification of the deed of the ant (the action northeast Trust) registered at Bongaigaon vide 320 of 2000 on 13 October 2000, executed this day of 26th June 2003 by Dr Sunil Kaul, age 41 years, s/o Mrs Mohini Kaul and Mr S N Kaul, resident of Ward No 10, B O C Gate, North Bongaigaon 783 380, Indian citizen referred as the Author of the one part and Ms Jennifer Liang, age 31 years d/o Mrs Shirley L Y Leong and Late Mr H T Leong, resident of Ward No 10, B O C Gate, North Bongaigaon 783 380, AND Sh Ravindranath Upadhyay age 78 years s/o Late Smt Ramkumari Devi and Late Sh Baleshwar Upadhyay r/o Tamulpur Anchalik Gramdan Sangh, Kumarikata, Nalbari 781360 both Indian citizens and designated Trustees of the said Trust.

WHEREAS

In accordance with powers placed with the Trustees vide Clause 13 of the Trust deed of the ant (the action northeast Trust), all the three undersigned Trustees *unanimously* agree to the following amendments to the deed for the smooth functioning of the Trust:

1. Clause 8.4 shall be appropriately introduced and will read:

"Out of the Trustees, a Managing Trustee will be appointed by a 2/3rd majority of the Trustees whose job will be to manage the activities and ensure a healthy financial status of the Trust and to see that the activities are in pursuance of the objects set out in Clause 2.2.S/he may be removed only by a 2/3rd majority of the Trustees."

2. The matter of Clause 10.2 should be deleted for amendment and it should henceforth read as:

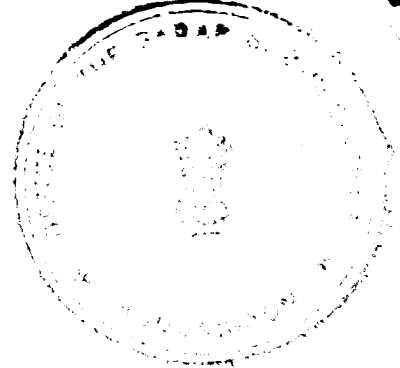
"Padmashri R N Upadhyay, Ms Jennifer Liang and Dr Sunil Kaul are the Founder Trustees of the ant. They will act as lifelong Trustees of the Trust and shall not at any time be removed

18. 0. 0. 0.

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Profession

Tennifer Liang

Sunil Kant

Jennifer Leung

R. N. Upadhyay

Sum'l Karl

Creation is admitted by the
above 1 Dr. Sewal Kaul & 1
S. N. Kaul by 2 Laxminath
Upadhyay & 1 Late Beleswar
Upadhyay by 3 Jennifer
Liang & 1 K. J. H. T. Leong
of B.O.C. Late North Borneo
Gar. 15 & 16 Bongaigam,
all are known to me.

from office, except on account of grave moral turpitude or as may be effected by the operation of any law in force in India. A new Trustee may be appointed by at least two of the Founder Trustees or in their absence by two-thirds majority of the other Trustees. All Trustees other than the Founder Trustees appointed at a later date shall act as Trustees for a two-year term and at the end of every two-year term, at least two of the Founding Trustees or a majority of Trustees can resolve to allow the election of the retiring Trustee for one or more two-year terms."

3. The matter of Clause 12.1 should be deleted for amendment and it should henceforth read as:

"The Founder Trustees shall open and operate banking accounts in the name of the Trust and buy, hold or sell investments in the name of such two or more of them or any Trust company that they may establish for such a purpose. The Bank accounts shall be operated on behalf of the Trust by one or more persons nominated by the Founder Trustees, provided that at least one of the signatories is a Trustee. The Trustee and any other person(s) nominated to operate the bank account shall be nominated through a resolution signed by any two of the Founder Trustees or a majority of the total Trustees, which will be good and sufficient evidence to any bank or another person, firm or company transacting with the Trustees of the authority of the persons named in such a certified copy."

4. Clause 13 should be suitably amended to replace the words "clause 1.1" by "clause 2.1" as the amendment is necessary to avoid the erroneous allusion to a non-existent clause.

The above amendments will take effect immediately and appropriate authorities shall be informed about the abovementioned amendments by the Managing Trustee.

IN WITNESS whereof the Trustees have signed the document as a deed today on the twenty sixth day of June 2003.

SIGNED AS a deed by the said

R. N. Upadhyay
Padmashri R N Upadhyay

Jennifer Liang
Ms Jennifer Liang

Sunil Kaul
Dr Sunil Kaul

Witness 1 Araddhya

Name Araddhya Mehhta

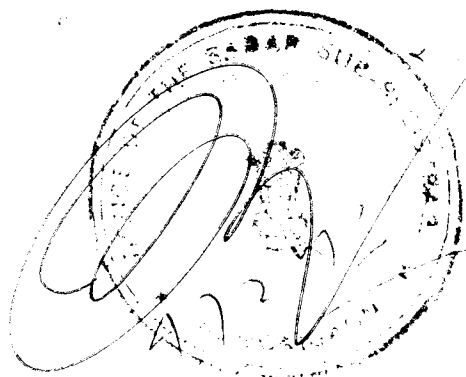
Address Bongaigaon

Occupation student

Witness 2 Anannya

Name Anannya Mehhta

Address Bongaigaon



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