THIS TRUST DEED is made and entered into by and between **LYNEAR WEALTH MANAGEMENT (PRIVATE) LIMITED**, a company duly incorporated in the Democratic Socialist Republic of Sri Lanka (hereinafter the "said Republic") under the Companies Act No. 07 of 2007 bearing company number PV 93712 and having its registered office at Level 6, "Parkway Building", No. 48. Park Street, Colombo 2, in the said Republic (hereinafter referred to as the "Managing Company") of the One Part and **DEUTSCHE BANK AG**, a banking corporation duly incorporated in Germany and acting through its Colombo Branch incorporated in Sri Lanka and bearing company number NF 61 and having an established place of business at 86, Galle Road, Colombo 03, also in the said Republic (hereinafter referred to as the "Trustee") of the Other Part.

WHEREAS the Managing Company desires to establish a unit trust named **LYNEAR WEALTH OPTIMAL YIELD FUND** (hereinafter referred to as the "Unit Trust"), and to appoint the Trustee as the trustee thereof, and

WHEREAS the Trustee has agreed to act as trustee of the said Unit Trust and the custodian of all of the assets of the said Unit Trust, vested with the powers and subject to the terms and conditions contained in this Trust Deed.

NOW THIS TRUST DEED WITNESSETH that for and in consideration of each party hereto doing, observing, performing and complying with the covenants, terms, conditions, obligations and stipulations herein contained to be done, observed, performed and complied with by each respective party, the parties hereto hereby agree and declare as follows:

1. DEFINITIONS

1.1 In this Trust Deed and in the Schedule hereto unless the context otherwise requires:

"**Act**" means the Securities and Exchange Commission of Sri Lanka Act No. 19 of 2021, as amended from time to time, or any other subsisting statutory modification thereto and regulations, rules, directions and determinations made thereunder from time to time.

"**Accounting Date**" means (i) in the case of the final Accounting Period, the date on which the moneys required for the final distribution are transferred to the Distribution Account, and (ii) in any other case, the 31st day of March in each calendar year commencing from the 1st day of April in the preceding calendar year, provided that the Managing Company may, with the prior written consent of the Trustee, change the Accounting Date to any other date approved by the Trustee upon giving not less than Fifteen (15) Business Days' notice to the Trustee and the Holders.

"**Accounting Period**" means a period ending on and including an Accounting Date and commencing (i) in the case of the first Accounting Period on the date on which the Deposited Property is first paid or transferred to the Trustee, and (ii) in any other case from the end of the preceding Accounting Period.

"**Approved Broker**" means a member or a trading member of the Colombo Stock Exchange and licensed by the Commission as a stockbroker or a member of a Recognized Stock Exchange outside Sri Lanka licensed by the relevant regulatory body and specifically recognized for this purpose by the Commission.

"**Approved Primary Dealer**" means any commercial bank, company, or other person appointed by the Monetary Board of the Central Bank of Sri Lanka as a primary dealer for the purpose of dealing with the Central Bank of Sri Lanka as a counterparty in the primary and secondary markets for Government Securities.

"**Auditors**" means the auditors of the Scheme appointed by the Trustee with the approval of the Commission in terms of the CIS Code.

"**Business Day**" or "**Market Day**" means a day on which the Colombo Stock Exchange is open for dealings.

"**Cancellation Price**" is the sum the Trustee will pay out of the Deposited Property on the cancellation of a Unit.

"**CBSL**" shall mean the Central Bank of Sri Lanka

"**CIS Code**" means the Collective Investment Scheme Code framed and gazetted in Gazette No. 2278/27 dated 7th May 2022 by the Commission under the Act and any modifications made thereto.

"**Commercial Banks"** means licensed commercial banks in terms of the Banking Act No. 30 of 1988 and any amendments thereto.

"**Commission**" means the Securities and Exchange Commission of Sri Lanka established under the Act.

"**Connected Person**" of the Managing Company or Trustee, means –

(a) any person or company beneficially owning, directly or indirectly, Twenty *per centum* (20%) or more of the ordinary share capital of the Managing Company or the Trustee, or is able to exercise, directly or indirectly, Twenty per cent (20%) or more of the total votes of the Managing Company or the Trustee;

(b) any company, Twenty *per centum* (20%) or more of whose ordinary share capital are owned, directly or indirectly, by the Managing Company and/or the Trustee; and/or any company Twenty *per centum* (20%) or more of the total votes in which can be exercised, directly or indirectly, by the Managing Company and/or the Trustee; and

(c) any director or officer of the Managing Company, the Trustee or a company referred to in paragraph (c) or any connected person of such company as defined in *lit*. (a) or (b) above.

"**Deposited Property"** means all the assets (including cash and earnings on cash deposits) for the time being held or deemed to be held by the Trustee, in his capacity as custodian of the Scheme, on behalf of the Scheme and subject to the provisions of this Trust Deed, excluding any amount for the time being standing to the credit of the Distribution Account.

"**Directors"** shall have the same meaning as in the Companies Act No. 7 of 2007.

"**Distribution Account"** means an account which has been set up by the Trustee to hold income for the distribution to the Holder/s of Units.

"**Duties and Charges"** means, in relation to any particular transaction or dealing, all stamp and other duties, taxes, Government charges, brokerage, bank charges, transfer fees, registration fees and other duties and charges whether in connection with the constitution of the Deposited Property or the increase or decrease of the Deposited Property or the creation, issue, sale, exchange or purchase of Units or the sale or purchase of Investments 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 does not mean the commission (if any) payable to agents on sales and/or repurchases of Units or any commission, charges or costs which may have been taken into account in ascertaining the Value.

"**Equalization Payment**" means (i) in relation to a Unit issued by the Managing Company, the amount deemed to have been paid by the Holder of the Unit for the capital sum deemed by the Managing Company to represent the amount included in an offer price of a Unit for the portion of net income accrued and capital gains realized up to the date upon which the Unit is deemed to have been issued, and (ii) in relation to a Unit redeemed by the Managing Company, the amount deemed to have been paid to the Holder of the Unit for the capital sum deemed by the Managing Company to represent the amount included in a bid price of a Unit for the portion of net income accrued and capital gains realized up to the date upon which such Unit is deemed to have been redeemed.

"Exit Fee" means the fee applicable upon the redemption of Units by the Holder within a period of three hundred and sixty five (365) days from the issue of the Units, which shall amount to two percent (2%) of the redemption price.

"**Extraordinary Resolution**" means a resolution passed at a meeting of Holders duly convened by giving not less than Fifteen (15) Business Days' notice and held in accordance with the provisions contained in the Schedule and carried by a majority consisting of not less than three-fourths of the persons present and voting thereat upon a show of hands or, if a poll is duly demanded and taken, by a majority consisting of not less than three-fourths in number of the votes given on such poll.

"Government Securities" means treasury bills, treasury bonds and repurchase agreements in that regard.

"Holder" means the person for the time being entered in the Register as the Holder of a Unit and includes persons so entered as joint Holders.

"**Income Account**" means an account set up by the Trustee to hold the income of the Scheme, as referred to in Clause 16.2.

"**Investment**" means any investment that is permitted by the Act, under this Trust Deed, the CIS Code and any directive or guideline given from the Commission from time to time and includes in particular:-

(a) Government Securities with a remaining maturity period of less than ninety two (92) days;
(b) Government Securities with a remaining maturity period of ninety two (92) days or more;

(c) Quoted and unquoted debentures, bonds, commercial paper, or asset backed securities issued by corporate bodies and repurchase agreements in that regard;
(d) Deposits in Licensed Commercial Banks, Licensed Specialized Banks, or Licensed Finance Companies;
(e) Any investment permitted by the SEC and approved by the Trustee in writing.

"Investment Committee" or **"Committee"** means the committee referred to in Clause 15.

"**Issue Price**" is the sum the Trustee would require to be paid over to it, for inclusion in the Deposited Property, in return for issuing a Unit.

"KIID" means the key investor information document issued by the Managing Company from time to time, containing information with regard to the Scheme, to invite offers from members of the public to subscribe for or purchase Units in the Scheme.

"**Licensed Specialized Banks"** shall mean licensed specialized banks in terms of the Banking Act No. 30 of 1988.

"**Licensed Finance Companies**" shall mean licensed finance companies in terms of the Finance Business Act, No. 42 of 2011.

"**Management Fee**" means any sum to which the Managing Company may become entitled pursuant to the provisions of Clause 21.

"Managing Company" means LYNEAR Wealth Management (Private) Limited or any other person for the time being duly appointed as managing company of the Scheme in succession to LYNEAR Wealth Management (Private) Limited under Clause 26.

"Market Value" means to be calculated based on the average of daily market values for the quarter previously ended.

"Minimum Holding" means One Thousand (1,000) Units or such number as the Managing Company, with the approval of the Trustee, may from time to time determine either generally or in any particular case or cases.

"**Recognized Stock Exchange**" means (i) the Colombo Stock Exchange or (ii) any other stock exchange licensed by the Commission or (iii) any other stock exchange of repute in any other part of the world as from time to time agreed to in writing between the Managing Company and the Trustee and specially recognized for this purpose by the Commission.

"**Register**" means the register of the Holders kept pursuant to Clause 7.

"**Rupees"** or **"Rs."** mean rupees and **"Cents"** or **"Cts."** mean cents in Sri Lankan currency, unless otherwise stated.

"**Scheme**" means the said Unit Trust constituted by this Trust Deed, as modified or added to from time to time with the approval of the Commission and called by the

name **'LYNEAR Wealth Optimal Yield Fund'** or such other name as the Trustee and the Managing Company may mutually agree upon from time to time.

"Scripless Unit" means a unit issued in the form of entries in the records of the Managing Company and not embodied in or represented by a certificate.

"**Trustee**" means Deutsche Bank AG, Colombo Branch or such other person or persons for the time being duly appointed as trustee of the Trust hereof in succession to Deutsche Bank AG, Colombo Branch under the provisions of Clause 25.

"**Unit**" means one undivided unit in the Trust.

"**Value**" means:

(i) with reference to investment in any quoted debt instruments, the last traded price and where there has not been any trade for thirty (30) days, the value thereof calculated on a marked to market basis using the daily yield curve published by the Central Bank of Sri Lanka until maturity plus any risk premium attached to the instrument;

(ii) with reference to an investment in unquoted debt instruments (i) with a remaining term to maturity of less than three hundred and ninety seven (397) days, the principal sum invested plus accrued interest arising thereon and (ii) with a remaining term to maturity of more than three hundred and ninety seven (397) days, the value calculated on a marked to market basis using the daily yield curve published by the Central Bank of Sri Lanka until maturity plus any risk premium attached to the instrument;

(iii) with reference to bank deposits, the principal sum invested plus all accrued interest arising thereon;

(iv) with reference to Government Securities, the value calculated on a marked to market basis using the daily yield curve published by the Central Bank of Sri Lanka until maturity; and

(v) with reference to an investment in repurchase agreements the principal sum invested plus all accrued interest arising thereon.

The net asset value of a Unit shall be calculated by dividing the Value of the Deposited Property by the number of Units in issue and deemed to be in issue. In calculating the Value of the Deposited Property or any portion thereof and in dividing such Value by the number of Units in issue and deemed to be in issue:

(a) Every Unit agreed to be issued by the Managing Company shall, subject to the provisions of Clause 12, be deemed to be in issue. All instructions given to issue or cancel Units shall be assumed (unless the contrary is shown) to have been carried out and any cash payment made or received and all consequential action required by the CIS Code or this Trust Deed shall be assumed (unless the contrary has been shown) to have been taken.

(b) The Deposited Property shall be deemed to include not only cash and property in the hands of the Trustee but also the amount of any cash or other property to be received in respect of Units issued and (subject as aforesaid) agreed to be issued after deducting therefrom

(in the case of Units agreed to be issued for cash) the adjustment (if any) referred to in Clause 11.2.

(c) Where Investments have been agreed unconditionally to be purchased or sold but such purchase or sale has not been completed, such Investments shall be included or excluded and the total cost of acquisition or net sale proceeds shall be excluded or included, as the case may require, as if such purchase or sale had been duly completed, and where the current price of an Investment is quoted ex-interest but such interest has not been received the amount of such interest shall be deemed to have been received. However, such unconditional agreements shall not be taken into account, if made shortly before the valuation takes place and, in the opinion of the Managing Company, the omission thereof does not materially affect the final net asset amount.

(d) There shall be deducted any amount of accrued but remaining unpaid.

(e) Where the current price of an Investment is listed ex-dividend or ex-interest but such dividend or interest has not been received, the amount of such interest shall be deemed to have been received.

(f) Where notice of a reduction of the Units of the Scheme by the cancellation of Units has been given by the Managing Company to the Trustee but such cancellation has not been completed, the Units to be cancelled shall not be deemed to be in issue, and the Value of the Deposited Property shall be reduced by the amount payable to the Managing Company upon such cancellation.

(g) There shall be deducted an estimated amount for anticipated tax liabilities (on unrealised capital gains where the liabilities have accrued and are payable out of the property of the Scheme; on realised capital gains in respect of previously completed and current accounting periods; and on income where liabilities have accrued) including (as applicable and without limitation).

(h) There shall be added an estimated amount for accrued claims for tax of whatever nature which may be recoverable. There shall also be added a sum representing any interest or any income accrued due or deemed to have accrued but not received and any stamp duty reserve tax provision anticipated to be received.

(i) There shall be deducted the principal amount of any borrowings (together with any interest and other charges thereon accrued but remaining unpaid) effected by the Scheme for the time being outstanding. There shall also be deducted an estimated amount for any liabilities payable out of the property of the Scheme and any tax thereon treating periodic items as accruing from day-to-day.

(j) There shall be added any other credits or amounts due to be paid into the Deposited Property.

(k) Any Value (whether of an Investment or cash) otherwise than in the currency of Sri Lanka and any foreign currency borrowing effected for the account of the Scheme shall be converted into the currency of Sri Lanka at the exchange rate published by the Central Bank of Sri Lanka current at the time of valuation; having regard *inter alia* to any premium or discount which may be relevant and the costs of exchange.

"**Year**" means calendar year and "**month**" means calendar month.

1.2

(i) References to the Schedule, Annexures and to Clauses, sub-clauses and sub-paragraphs shall be construed as references to the Schedule and Annexures to this Trust Deed and to Clauses, sub-clauses and sub-paragraphs of this Trust Deed.

(ii) Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender only shall include the feminine gender; words importing persons shall include corporations and firms; the words "written" or "in writing" shall include printing engraving lithograph or other means of visible reproduction whether in electronic form or otherwise or partly one and partly another; and references to any statute shall be deemed to be references to that statute as from time to time amended or substituted.

(iii) The headings inserted herein are for convenience only and shall not affect the construction of this Trust Deed.

1.3 Save as aforesaid, any words or expressions defined in the Act or in any regulations made thereunder shall, if not inconsistent with the subject or context, bear the same meaning in this Trust Deed.

2. DECLARATION OF TRUST

2.1 The Trustee shall hold and stand possessed of (i) the Deposited Property as a single common fund and (ii) the amounts standing to the credit of the Distribution Account upon trust for the Holders *pari passu* vested with the powers conferred upon the Trustee by this Trust Deed, according and subject to the provisions of this Trust Deed and any deed supplemental hereto.

2.2 The Trustee does hereby agree to act as Trustee of the Unit Trust which is hereby created as an "Open Ended Income Scheme", vested with and subject to the powers and provisions hereinafter contained.

3. TRANSACTION RECEIPT

3.1 A Transaction Receipt shall be in such form as may from time to time be agreed upon between the Managing Company and the Trustee. A Transaction Receipt shall, in any case, (i) be dated, (ii) bear the names and addresses of the Managing Company and the Trustee, and (iii) specify the number of Units represented thereby and the name and address of the Holder as appearing in the Register.

3.2 Transaction Receipts that are, as from time to time determined by the Managing Company with the approval of the Trustee, in the form of computer generated documents, shall bear no signature and shall be deemed to be official and final.

3.3 Transaction Receipts may be issued in such denominations of Units and such fractions of a Unit as may for the time being generally or otherwise prescribed in writing by the Managing Company with the approval of the Trustee.

3.4 Every fraction of a Unit shall proportionately rank *pari passu* with a Unit, save that the provisions relating to transfer of Units contained in Clause 8.1 shall not apply to fractions of a Unit, but the Holder thereof may at any time sell the same to the Managing Company pursuant to Clause 13.

3.5 A Transaction Receipt to be issued to purchasers of or subscribers for Units purchased or subscribed for as herein provided, shall be issued not more than Fourteen (14) Business Days after the allotment of such Units as agreed to between the Trustee and the Managing Company and shall be sent to the Holder through electronic mail to the electronic mail address provided by the Holder to the Managing Company . In the event the Holder has not provided any electronic mail address to the Managing Company or the electronic mail address is incorrect, the Transaction Receipt may be sent to the Holder at his own risk by ordinary post.

3.6 In the case of Units held jointly by several persons, the Managing Company shall not issue more than one Transaction Receipt therefor, and the delivery of such Transaction Receipt to the person first named therein in the manner set forth in Clause 3.5 above shall constitute sufficient delivery to all joint Holders.

3.7 A Transaction Receipt in respect of a Unit/s shall be delivered to a third party only on the Trustee being satisfied that the consideration paid for such Unit/s (less any charges that may be retained by the Managing Company) has been, or will be, vested in the Trustee.

3.8 In case any Transaction Receipt has become mutilated or defaced, the Managing Company may, upon notice in writing to the Managing Company of such fact, issue to the person entitled a new Transaction Receipt, representing the same aggregate number of Units. In case any Transaction Receipt shall be lost, stolen or destroyed, the Managing Company may, upon a written request to the Managing Company in this regard, issue to the person entitled a new Transaction Receipt *in lieu* thereof. No such new Transaction Receipt shall be issued unless the holder shall previously have (i) furnished to the Managing Company evidence satisfying them of the identity of the Holder (ii) paid all expenses incurred in connection with the investigation of the facts, and (iii) if required by the Managing Company and/or the Trustee, furnished to the Managing Company and/or the Trustee such indemnity that neither the Managing Company nor the Trustee shall incur any liability for any action which they may take in good faith under the provisions of this paragraph.

3.9 In the event of the Managing Company or the Trustee, after the issue of any Transaction Receipts (whether original or balance or duplicate), being required to pay any stamp duty or any additional stamp duty thereon (if any), the Managing Company shall be entitled to deduct the amount of such stamp duty or additional stamp duty from any subsequent distribution/s to the Holder of such Transaction Receipts or from any other moneys whatsoever, which may subsequently become payable to such Holder.

4. UNITS OF THE SCHEME

The Units in the Scheme shall only be issued in one class, with each Unit conferring on the holder thereof, (i) the right to one vote on a poll at a meeting of the Scheme on any resolution, (b) an equal share in distributions paid by the Scheme, and (c) an equal share in the distribution of the surplus assets of the Scheme on a winding up.

Nothing contained herein shall prevent the Trustees from issuing Scripless Units to the Holders provided however that prior to the issuance of Scripless Units the approval of the Commission shall be obtained therefor. The Trustee shall in such instances issue to such Holders unit confirmations in a form agreed to with the Managing Company.

5. HOLDERS BOUND BY DEED

5.1 The terms and conditions of this Trust Deed and of any deed supplemental hereto entered into pursuant to the provisions hereof shall be binding on each Holder and all persons claiming through or under him as if he had been a party to and had executed this Trust Deed and any such supplemental deed and had thereby (i) covenanted for himself and for all such persons to observe and be bound by all provisions thereof and (ii) authorized the Trustee and the Managing Company, respectively, to do all such acts and things as this Trust Deed or any such supplemental deed may require the Trustee or the Managing Company (as the case may be) to do.

5.2 Holders shall not be required to make any further payment or assume any further liability, except in the circumstances, if any, as are set out in this Trust Deed.

6. TRUST AND EQUITIES

6.1 The Holder shall be the only person to be recognized by the Trustee and/or by the Managing Company as having any right, title or interest in or to Units registered in his name and a Transaction Receipt and the Units represented thereby.

6.2 The Trustee and the Managing Company may recognize the Holder as absolute owner of the Units and shall not be bound by any notice to the contrary and shall not be bound to take notice of or to see to the execution of any trust save as herein expressly provided or as by some court of competent jurisdiction ordered to recognize any trust or equity or other interest affecting the title to any Units.

6.3 No person other than the Managing Company and the Holders to the extent and during the period in which Units are registered in his name shall have any rights against the Trustee.

7. REGISTRATION OF HOLDERS

7.1 The Managing Company shall, at their registered office in the Democratic Socialist Republic of Sri Lanka, keep a Register of the Holders.

7.2 The Register shall be maintained in a legible form or in a manner capable of being produced in legible form; as such, the Register shall be kept, without prejudice to the provisions of sub-clause 7.5 of this Clause, in electronic recording to the extent that such is admissible in a court of Law.

7.3 There shall be entered in the Register:

(i) the number of Units (including fractions of a Unit) for the time being in issue;

(ii) the full name, address and contact details of each Holder; provided that, except otherwise decided by the Managing Company and the Trustee for good reason, the Managing Company shall not be obliged to register more than two persons as joint Holders;

(iii) the number of Units (including fractions of a Unit) held by every such Holder;

(b) the date on which the Holder was registered in the Register in respect of the Units standing in his name; and

(c) the date on which any transfer by or to such Holder is registered.

7.4 Each Holder shall receive a receipt from the Managing Company monthly indicating the number of Units (including fractions of a Unit) and the value thereof held by such Holder.

7.5 Any change of name or address of any Holder shall forthwith be notified in writing to the Managing Company, who on being satisfied therewith and on compliance with such formalities as the Managing Company may require (in the case of a change of name, including written instructions to the Managing Company requesting the change of name and the payment of the fee and sum provided for in Clause 8.1(iv)) shall alter the Register or cause it to be altered accordingly, and in the case of a change of name may issue a new Transaction Receipt to such Holder.

7.6 Except when the Register is closed in accordance with the provisions hereinafter contained, the Register shall during business hours (subject to reasonable restrictions as the Managing Company may impose, such as the requirement of prior notice or otherwise, but so that not less than two (02) hours in each Business Day shall be allowed for inspection) be open in legible form for the inspection by any Holder without charge.

7.7 The Register may be closed at such times and for such periods as the Managing Company may from time to time determine, PROVIDED THAT it shall not be closed for more than thirty (30) Business Days in any one year. The Managing Company shall give notice of every such closure by advertisement in local newspapers in Sinhala, Tamil and English languages.

7.8 The Register shall be conclusive evidence as to the persons respectively entitled to the Units entered therein, and no notice of any trust, express implied or constructive,

shall be entered into the Register in respect of any Unit except any right obtained under the provisions hereof.

8. TRANSFER

8.1

(i) Every Holder shall be entitled to transfer Units (but not fractions of a Unit) held by him by an instrument in writing in such form as the Managing Company and the Trustee may from time to time approve.

Provided, however, that no transfer shall be registered in the Register, if the registration thereof would result in the transferor or the transferee being a Holder of less than the Minimum Holding.

(ii) Every instrument of transfer of Units must be signed by or on behalf of the transferor (or, in the case of a body corporate, under its seal or signed by one of its officers and authenticated by the placing of its seal), who shall, subject to the provisions of Clause 9.5, be deemed to remain the Holder of the Units transferred until such time as the name of the transferee has been entered in the Register in respect thereof. The instrument of transfer need not be a deed.

(iii) Every instrument of transfer must be duly stamped as necessary and left with or delivered to the Managing Company for registration, accompanied by (i) any necessary declarations or other documents that may be required pursuant to any legislation for the time being in force as well as (ii) the Transaction Receipts relating to the Units to be transferred and (iii) such other evidence as the Managing Company and/or the Trustee may require to prove the title of the transferor or his rights to transfer the Units or, in the case of a body corporate, the authority of the signatory on its behalf.

(iv) A fee of Sri Lanka Rupees One Hundred (LKR 100/-), or such other amount as the Trustee and the Managing Company may from time to time agree, may be charged and retained by the Managing Company for the registration of each transfer and the issue of a new Transaction Receipt in the name of the transferee. Such fee must, if required by the Managing Company, be paid prior to the registration of the transfer.

(v) In case only some of the Units represented by any one Transaction Receipts are transferred, the transferor/s shall be entitled, free of charge, to a new Transaction Receipt in respect of the balance not being transferred.

8.2 A receipt signed or purporting to be signed by the Holder for any moneys payable in respect of the Units held by him shall (without prejudice to the application of Clause 16) be a good discharge to the Managing Company and the Trustee, and if several persons are registered as joint Holders or in consequence of the death or bankruptcy of a Holder are entitled to be registered, any one of them may give effectual receipts for any such moneys.

8.3 A body corporate may be registered as a Holder or as one of the joint Holders.

9. TRANSMISSION

9.1 In case of the death of any one joint Holder and upon the production of evidence of such death as the Managing Company may require, the survivor or survivors shall be the only person or persons recognized by the Managing Company and the Trustee as having any title to or interest in the Units held by such joint Holders.

9.2 The executors or administrators or a person holding a certificate of heirship of a deceased Holder (not being one of two or more joint Holders) shall be the only person recognized by the Managing Company and the Trustee as having title to the Units held by such deceased Holder unless otherwise nominated by such Holder.

9.3

(i) Any person becoming entitled to a Unit in consequence of the death of any sole Holder or as survivor of joint Holders may, subject as hereinafter provided, upon producing such evidence as to his title as the Trustee shall think sufficient, and upon giving to the Trustees notice in writing of such desire, either be registered himself as Holder of such Unit or transfer such Unit to some other person. All the provisions of this Trust Deed relating to the transfer of Units shall be applicable to any such notice and transfer as if the death of the Holder had not occurred and such notice or transfer were a transfer signed by such Holder.

(ii) Subject to the provisions of sub-paragraph (iii) of this paragraph, a person becoming entitled to a Unit in consequence of death as aforesaid shall be entitled to receive and may give a discharge for all moneys payable in respect of such Unit, but shall not be entitled to receive notices of or attend or vote at any meetings of Holders until he shall have been registered as a Holder in the Register in respect of such Unit.

(iii) The Managing Company may, at their discretion, retain any moneys payable in respect of any Unit in respect of which any person is entitled to be registered as the Holder or which any person is entitled to transfer, until such person shall be registered as the Holder of such Unit or duly transfer the same.

9.4 In respect of the registration of any probate, letter of administration, power of attorney, marriage or death certificate, judgment or order of court, deed, poll or other document relating to or affecting the title to any Unit, a fee of Sri Lanka Rupees One Hundred (LKR 100/-), or such other amount as the Trustee ay from time to time determine, shall be paid to the Trustees.

9.5 No transfer or purported transfer of a Unit other than a transfer made in accordance with this Clause shall entitle the transferee to be registered in the Register in respect thereof. Neither shall any notice of such transfer or purported transfer (other than as aforesaid) be entered into the Register.

10. CONSTITUTION OF THE DEPOSITED PROPERTY

10.1 The Deposited Property shall, initially, be constituted out of the proceeds of an offer of Units at a price per Unit to be determined by the Managing Company and the Trustee, and on such terms and conditions as the Managing Company and the Trustee may determine. Such offer shall remain open for not more than twenty one (21) Business Days. The proceeds of the offer shall be paid to the Trustee and shall thereupon constitute the Deposited Property.

10.2 In respect of issues of further Units, the Managing Company shall pay to the Trustee to be held as part of the Deposited Property the proceeds thereof, after deducting therefrom (in the case of units issued for cash) any adjustments authorized by this Trust Deed.

11. ISSUE OF UNITS

11.1

(i) The Managing Company shall have the exclusive right to effect, for account of the Scheme, the creation and issue of Units. The Managing Company shall have an absolute discretion to accept or not to accept, in whole or in part, any application for Units. Units shall be issued and created only on a Business Day. In particular, the Managing Company shall not accept any (i) initial application for Units having a value of less than Sri Lanka Rupees One Hundred Thousand (Rs. 100,000/-) provided however that the Managing Company may, with the concurrence of the Trustee, accept applications for investments of less than Sri Lanka Rupees One Hundred Thousand (Rs. 100,000), in the event such acceptance is necessary to ensure compliance with regulatory requirements and/or (ii) any subsequent application for Units having a value that is not a multiple of Sri Lanka Rupees Ten Thousand (Rs.10,000/).

(ii) Subject to Clause 11.1 (i), in the event an application for Units is made at the office of the Managing Company accompanied with a bank draft on a Business Day, such Units shall be allotted on the same day on which monies were received.

(iii) Subject to Clause 11.1 (i), in the event, an application for Units is made at the office of the Managing Company accompanied with a bank draft on a day other than a Business Day, the Units applied for shall be issued on the following Business Day.

11.2

(i) The price, at which any subsequent issue of Units for cash shall be effected, shall be ascertained by dividing the net asset value of the Deposited Property as at 4.30 p.m. (Sri Lanka time) on the date of receipt of application for Units, if such application is received before 4.00 p.m. (Sri Lanka Time) on the same Business Day, by the number of Units in issue and deemed to be in issue on that date, after adding thereto such sum as the Managing Company may consider as representing the appropriate provision for Duties and Charges, and adjusting the resulting quotient upward to the nearest ten cents (Rs. 0.10) per Unit, which may be retained by the Managing Company with the approval of the Trustee.

(ii) In the event an application for Units is received by the Managing Company on a day other than a Business Day or after 4.00 p.m. (Sri Lanka Time) on a Business Day, the price per unit as calculated pursuant to Clause 11.2 (i) hereof shall be ascertained by dividing the net asset value of the Deposited Property (a) as at 4.30 p.m. (Sri Lanka time) on the next Business Day after the date of receipt of application for Units, or (b) if such next Business Day is not the next calendar day after the date of receipt of application for Units, then as at 4.30 p.m. (Sri Lanka time) on the calendar day immediately preceding such next Business Day by the number of Units in issue and deemed to be in issue on that date, after adding thereto such sum as the Managing Company may consider as representing the appropriate provision for Duties and Charges, and adjusting the resulting quotient upward to the nearest ten cents (Rs. 0.10) per Unit, which may be retained by the Managing Company with the approval of the Trustee.

(iii) In the event that the Trustee determines at any time (after consultation with the Managing Company and having obtained such advice as they may deem necessary) that it would be detrimental to existing Holders to issue or continue to issue Units at a price based on the net asset value of the Deposited Property as described in the preceding paragraph, then the Trustee shall instruct the Managing Company either to substitute such Value with the latest available Value or to adjust the Issue Price within the limits permitted by this Trust Deed. The Trustee with the concurrence of the Commission and in accordance with the provisions of the CIS Code may instruct the Managing Company temporarily to suspend the issue of Units during any period of consultation or adjustment arising from the provisions of this sub-clause.

(iv) In the event of arrangements being made by the Managing Company for the issue of Units for delivery into any country outside Sri Lanka, the price at which such Units may be issued may, at the discretion of the Managing Company, as an addition to the price of issue as hereinbefore provided, include a further amount sufficient to cover any (i) currency exchange fluctuations, (ii) additional stamp duties and/or (iii) taxes, whether national municipal or otherwise leviable in that country in respect of such issue or of the delivery or issue of a Transaction Receipt in connection therewith or the remittance of money to Sri Lanka.

11.3 Notwithstanding the preceding provisions of this Clause, the Managing Company with the approval of the Trustee shall be entitled from time to time to make an invitation to the public to apply for Units at a fixed price (in this Clause referred to as the "Fixed Price"), being the price per Unit calculated in accordance with Clause 11.2 on the third Business Day immediately preceding the date of publication of such offer, and for a period not exceeding Seven (07) Business Days from the date of such publication. Any invitation to subscribe at the Fixed Price must name at least one newspaper, in which the current offer price calculated as above shall be published during the period of the offer. Units may be issued or sold at the Fixed Price whether pursuant to the public offer or not.

11.4 The Managing Company shall furnish to the Trustee from time to time on demand a statement (i) of all issues of Units and of the terms on which the same have been issued and (ii) of any Investments which they determine to direct to be purchased for account of the Scheme, (iii) of any Investments which in accordance with the powers

herein contained they determine to direct to be sold for account of the Scheme, and any other information which may be necessary so that the Trustee may be in a position to ascertain the net asset value of the Deposited Property at the date of such statement.

11.5 The Managing Company may, with the approval of the Trustee and the Commission, suspend the issue of Units during:

(i) the existence of any state of affairs which, in the opinion of the Managing Company, constitutes an emergency as a result of which disposal of such Investments would not be reasonably practicable or might seriously prejudice the interests of the Holders as a whole and/or of the Deposited Property;

(ii) any breakdown in the means of communication normally employed in determining the price/Value of any of such Investments or the current price on any Recognized Stock Exchange, or when for any reason the prices/Values of any of such Investments cannot be promptly and accurately ascertained;

(iii) any period when remittance of money which will or may be involved in the realization of such Investments or in the payment for such Investments cannot, in the opinion of the Managing Company, be carried out in reasonable time.

Such suspension shall take effect forthwith upon the declaration thereof by the Managing Company and shall terminate on the day following the first Business Day on which the condition giving rise to the suspension shall have ceased to exist and no other condition under which suspension is authorised under this sub-clause shall exist.

11.6 The Managing Company may at any time with the approval of the Trustees on giving not less than twenty one (21) days prior notice in writing to each Holder determine that Units shall be subdivided or consolidated and the Holders shall be bound accordingly. The Managing Company may in such notice require each Holder (who shall be bound accordingly) to deliver up his Transaction Receipt (if any) for endorsement or enfacement with the number of Units to be represented thereby as a result of such subdividing or consolidation or may send or cause to be sent to each Holder at his risk a Transaction Receipt representing the number of additional Units to which he has become entitled by reason of such subdivision.

11.7 Citizens of foreign states, whether resident in or outside Sri Lanka, companies with limited liability or bodies corporate established or incorporated outside Sri Lanka may apply for the purchase of Units subject to the applicable Foreign Exchange laws.

11.8 There shall not be any initial charge levied on a Holder on the subscription to and purchase of Units.

11.9 The consideration paid in respect of any duly created and issued Units shall become the property of the Scheme and be part of the Deposited Property thereof immediately on receipt of such consideration by the Trustee. A certificate in respect of Units or a relevant electronic entry is made in the register of Unit Holders of a depository of an exchange to a Unit Holder only on the Trustee being satisfied that the consideration paid for such Units (less any charges that may be retained by the Managing Company) has been or will be vested in the Trustee.

12. CANCELLATION OF UNITS

12.1 Subject to the provisions of Clause 13.4 hereof, the Managing Company shall have the exclusive right at any time by notice in writing delivered to the Trustees to effect reductions of the Units of the Scheme by the surrender of Transaction Receipts (if any) to the Trustees for cancellation of some or all of the Units represented thereby or by requiring the Trustees to cancel Units in existence but in respect of which no person is entered in the Register as the Holder thereof. Such notice shall state the number of Units to be cancelled and the amount payable to the Managing Company in respect thereof. Before giving notice to exercise such right it shall be the duty of the Managing Company to ensure that the Deposited Property includes (or will upon the completion of the sale of Investments agreed to be sold include) cash sufficient to pay the amount payable to the Managing Company upon such reduction and the Managing Company shall if necessary realize any Investments forming part of the Deposited Property to raise sufficient cash to meet heavy demands for redemption.

12.2 In respect of any such cancellation of Units the Managing Company shall be entitled to receive out of the Deposited Property an amount per Unit ascertained by dividing the Value of the Deposited Property as at the close of business on the date of issue of such notice by the number of Units then in issue and deemed to be in issue, after deducting therefrom such sum (calculated on the same basis as for the purposes of Clause 13) as the Managing Company may consider represents the appropriate allowance for Duties and Charges in relation to the realization of the Deposited Property.

12.3 The said amount shall be payable to the Managing Company on or as soon as practicable against surrender to the Trustees of the Transaction Receipts (if any) representing the Units to be cancelled and delivery to the Trustees of particulars of the Units to be cancelled in respect of which no person is entered in the Register as the Holder thereof. Upon such payment and surrender the Units in question shall be deemed to have been cancelled and withdrawn from issue.

12.4 The Trustees shall be under no obligation to check the calculation of the amount payable to the Managing Company but shall be entitled if it so desires to require the Managing Company to justify the same. The Trustees shall not be liable for any incorrect calculation of the amount payable to the Managing Company.

12.5 The Trustees shall not be liable for the wrongful cancellation of any Units save in the case of negligence on its part.

12.6 The right of the Managing Company to require cancellation of any Unit shall be suspended during any period when the right of Holders to require redemption of Units is suspended pursuant to Clause 13.

12.7 If any purchaser of Units from the Managing Company or subscriber for Units (whether as principal or agent) shall make default in paying the purchase price or subscription moneys or any part thereof the Trustees may on such evidence being furnished to it by the Managing Company as it shall in its entire discretion deem sufficient and on delivery up to it of any relative Transaction Receipt which may then have been issued in respect of the units contracted to be purchased or subscribed thereupon cancel such Transaction Receipt and approve the alteration by the Managing Company of the Register and thereafter in the case of Units contracted to

be purchased the Managing Company shall be entitled to the Units represented by such Transaction Receipt until the same be sold by them to a purchaser and in the case of Units contracted to be subscribed the same shall be deemed never to have been in issue and such part of the subscription moneys as shall have been paid to the Trustees in respect thereof shall be repaid to the Managing Company.

13. REDEMPTION OF UNITS

13.1

(i) Subject to Clauses 13.3 and 13.4, the Managing Company shall on receipt by them or by their duly authorized agent of a request in writing by a Holder (other than the Managing Company) redeem Units from such Holder on any Business Day as may be agreed between the Managing Company and the Trustees, all or any part of the Units (including any fraction of a Unit) comprised in his holding at a price per Unit (and proportionately in respect of any fraction of a Unit) ascertained by dividing the net asset value of the Deposited Property as at 4.30 p.m. (Sri Lanka time) on the date of receipt of the request, if such receipt is received before 4.00 p.m. on a Business Day, by the number of Units then in issue and deemed to be in issue, after deducting therefrom the Exit Fee, if any, and such sum as the Managing Company may consider represents the appropriate allowance for Duties and Charges in relation to the realization of the Deposited Property and by adjusting the resulting quotient downwards to the nearest ten cents (Rs.0.10) which may be retained by the Managing Company with the approval of the Trustees. The Trustees shall be under no obligation to check the calculation of the amount payable in connection with any redemption of Units pursuant of this Clause, but shall be entitled at any time to require the Managing Company to justify the same.

(ii) In the event a request for redemption is received by the Managing Company after 12.00 noon on a Business Day, the price per unit as calculated pursuant to Clause 13.2 (i) hereof shall be ascertained by dividing the net asset value of the Deposited Property (a) as at 4.30 p.m. (Sri Lanka time) on the next Business Day after the date of receipt of the request to redeem Units, or (b) if such next Business Day is not the next calendar day after the date of receipt of request to redeem Units, then as at 4.30 p.m. (Sri Lanka time) on the calendar day immediately preceding such next Business Day, by the number of Units then in issue and deemed to be in issue, after deducting therefrom the Exit Fee, if any, and such sum as the Managing Company may consider represents the appropriate allowance for Duties and Charges in relation to the realization of the Deposited Property and by adjusting the resulting quotient downwards to the nearest ten cents (Rs.0.10) which may be retained by the Managing Company with the approval of the Trustees.

(iii) In the event that the Trustees shall at any time determine (after consultation with the Managing Company) that it would be detrimental to the remaining Holders to redeem or continue to redeem Units at a price ascertained on the basis of the Value of the Deposited Property as described in this Clause then the Trustees shall instruct the Managing Company either to substitute such Value with the latest available Value or to adjust the realization price within the limits permitted by this Deed upon obtaining the concurrence of the

Commission for such substitution or adjustment. The Trustees may with the concurrence of the Commission in accordance with the provisions of the CIS Code instruct the Managing Company to temporarily suspend the redemption of Units during any period of consultation or adjustment arising from the provisions of this sub-clause and Clause 11.5.

(iv) For the avoidance of doubt, no Exit Fee shall be payable on any redemption of Units made after the expiry of three hundred and sixty-five (365) days from the date of issue of the Units.

13.2 In relation to the provisions of Clause 13.1 the following provisions shall apply: -

(i) Subject to Clause 4 hereof, no such request to redeem shall be valid unless the Holder shall have delivered to the Managing Company or its authorized agent the Transaction Receipt or Transaction Receipts (if any) representing the Units to be redeemed with the endorsement or endorsements thereon duly completed by the Holder or in the case of joint Holders by both or all of them and any such duly completed endorsement shall for all purposes of this Trust Deed be deemed to be a transfer in favour of the Managing Company;

(ii) A Holder shall not be entitled to require the Managing Company to redeem his Units otherwise than in multiples of Ten (10) Units or to redeem part only of his Units if as a result of such redemption he would remain a Holder of less than the Minimum Holding but so that in the event of such sub-division or consolidation as is mentioned in Clause 13.8 having taken place any such prescribed number shall be proportionately increased or diminished (as the case may be);

(iii) The Managing Company may at its option dispense with the delivery as aforesaid of any Transaction Receipt which shall have become lost stolen or destroyed upon compliance by the Holder with the like requirements to those arising in the case of an application by him for the replacement thereof;

(iv) The price shall be payable to the Holder within ten (10) Business Days from the date of receipt of the request for the redemption of the Units.

13.3 The Managing Company may at any time with the approval of the Trustees and the Commission in accordance with the provisions of the CIS Code suspend the right of all Holders to require redemption of any Units and/or may delay the payment of money in respect of such realization during any period when the issue of Units is suspended pursuant to Clause 11.5.

Where the issue and/or redemption of Units has been suspended in the manner set forth in this Trust Deed, the Managing Company shall immediately notify the Holders of (a) such suspension and the reasons for such suspension, and (b) the proposed time period when the issue and/or redemption of Units may resume.

13.4 With a view to protecting the interests of all Holders, the Managing Company shall be entitled with the approval of the Trustees to limit the total number of Units which Holders are entitled to redeem, and the Managing Company is entitled to have cancelled pursuant to Clause 12 hereof, on any day referred to in Clause 13.1 above, to ten percent (10%) of the total number of Units in issue (disregarding any Units which have been agreed to be issued), such limitation to be applied pro rata to the

Managing Company and all Holders who have validly requested redemptions on such day so that the proportion redeemed of each holding so requested to be redeemed (or, in the case of the Managing Company, to be cancelled under Clause 13.4 hereof) is the same for the Managing Company and for all such Holders. Any Units which, by virtue of the powers conferred on the Managing Company by this paragraph, are not redeemed or, as the case may be, cancelled shall be redeemed or cancelled (subject to any further application of the provisions of this Clause 13.4) on the day succeeding the day referred to in Clause 13.1 above; Provided that if on such next succeeding day the total number of Units to be cancelled or redeemed (as the case may be), including those carried forward from any earlier day, shall exceed the aforesaid limit the Managing Company shall be entitled to further carry forward the requests for redemption (or cancellation, in the case of the Managing Company) until such time as the total number of Units to be cancelled or redeemed (as the case may be) on any day fall within the aforesaid limit. If redemption requests are carried forward as aforesaid, the Managing Company will give notice to the Holders of Units affected thereby within seven (7) days that such Units have not been redeemed or cancelled and that (subject as aforesaid) they shall be redeemed or cancelled on the day immediately succeeding the day referred to in Clause 13.1 above.

13.5 Any moratorium which may at any time be applied to payments in respect of stock exchange transactions or banking transactions shall apply equally to payments due from the Managing Company pursuant to this Clause or due to the Managing Company pursuant to Clause 12.

13.6 A Holder may instruct the Managing Company to switch his investments from the Scheme to another scheme under the management of the Managing Company and the Managing Company shall comply with the same upon deducting any Exit Fee applicable as in the case of a redemption of Units and subject to meeting the entry fee requirements, minimum initial investment, minimum number of units, minimum number of unit holders per each scheme and other requirements including the provisions of law relating to the computation of the subscription price and redemption price of each scheme. The subscription price and redemption shall be subject to the applicable cut-off times relevant to each scheme.

14. LIMITATION ON INVESTMENT

14.1 The Scheme will make investment/s from and out of the Deposited Property within the investment parameters set out by the Commission and the CIS Code and the KIID as amended from time to time.

Without prejudice to the generality of the aforesaid provision, the Trust shall only invest in the following:-

(a) Government Securities with a remaining maturity period of less than ninety-two (92) days;
(b) Government Securities with a remaining maturity period of ninety two days or more;
(c) Quoted and unquoted debentures, bonds, commercial paper, or asset backed securities issued by corporate bodies and repurchase agreements in that regard;

(d) Deposits in Licensed Commercial Banks, Licensed Specialized Banks, or Licensed Finance Companies;

(e) Any investment permitted by the SEC and approved by the Trustee in writing.

14.2 If any limitations on Investment or use of assets set forth above is complied with at the time a transaction is effected, any later changes in such limitations resulting from changed values shall be remedied to ensure that they are in conformity with the above limitations, taking due account of the interest of the Unit Holders.

14.3 Any moneys forming part of the Deposited Property shall from time to time be invested at the direction of the Managing Company in accordance with the provisions herein contained. No Unit shall confer on any Holder any particular interest or share in any particular assets (including cash and earnings on cash deposits) that comprise the Deposited Property.

14.4 Subject to Clause 14.13, all cash and other property which, in accordance with the provisions of this Trust Deed, ought to form part of the Deposited Property shall be paid or transferred by the Managing Company to the Trustee forthwith on receipt by the Managing Company. All assets must be held by and under the control of the Trustee in its capacity as the custodian of the Scheme. Any investment in registered form shall, as soon as reasonably practicable after receipt of the necessary documents by the Trustee, be registered in the name of the Trustee. All cash shall, at the discretion of the Managing Company but subject always to the provisions of this Trust Deed and any limitations placed by the Commission or any other authority, be applied in the acquisition of Investments. PROVIDED THAT all or any amount of cash in any currency may, during such time or times as the Managing Company may think fit, be retained in cash or in short-term deposits with any commercial bank or financial institution approved by the Trustee (and in the case of financial institutions, approved by the Commission as well) and on such terms as the Managing Company may think fit. Further, in the case of any cash forming part of the Deposited Property being deposited with the Managing Company or with any Connected Person of the Managing Company for a period exceeding seventy two (72) hours, interest must be received on the deposit at a rate not below the prevailing rate for a deposit of that term.

14.5 Investments comprised in the Deposited Property, on ceasing to be Investments as hereinafter provided, shall be realised by the Managing Company, and the net proceeds of such realisation shall be applied in accordance with the provisions of this Trust Deed. With the approval of the Trustee the Managing Company may, however, postpone the realisation of any such Investments for such period as they may determine to be in the interest of the Holders, unless the Trustee shall require the same to be realised.

14.6 Without prejudice to the foregoing or any other provision of this Trust Deed, any Investment comprised in the Deposited Property may, at any time, be realised at the discretion of the Managing Company either in order to invest the proceeds of sale in other Investments or to provide cash required for the purpose of any provision of this Trust Deed, or to retain the proceeds of sale in cash or on deposit as aforesaid, or partly for one of such purpose and partly for another.

14.7 The Trustee shall, in its capacity as the custodian of the Scheme, have the sole responsibility for the safekeeping of all Investments comprised in the Deposited

Property, whether in bearer or registered form and whether wholly or partly represented by paper or represented in any other article or form.

14.8 The Managing Company shall, at all times, ensure a level of liquidity required to meet the scheduled redemptions and dividends as envisaged under the relevant schemes and as specified in the CIS Code, as changed and/or amended from time to time.

14.9 It shall not be necessary for the Managing Company to effect changes of any Investment merely because, owing to appreciations or depreciations of the Investments of the Scheme, the limits prescribed by this Clause shall be exceeded, nor by reason of the said limits being exceeded as result of:

(i) the receipt by the Trustee or its nominee of any rights, bonuses or benefits in the nature of capital; and/or

(ii) any redemption

14.10 Subject to the provisions of this Clause, the selection of Investments (whether partly paid or not) shall in all respects be the responsibility solely of the Managing Company and not of the Trustee.

14.11 The Managing Company shall not be entitled, without the prior consent of the Trustee, to apply any part of the Deposited Property in the acquisition of any Investments, which are in the opinion of the Trustee likely to involve the Trustee in any liability (contingent or otherwise). In any such case, the Trustee shall be entitled but not bound to appropriate and set aside cash or other property approved by the Managing Company and acceptable to the Trustee sufficient to provide for paying-up such Investments in full or meeting such other liability, as the case may be. As long as and to the extent that such Investments remain part of the Deposited Property and only partly-paid or such liability continues in relation to the Deposited Property, as the case may be, the cash or other property so appropriated shall form part of the Deposited Property but shall not be available for application without the consent of the Trustee in any way other than as may be required for paying-up the Investment or meeting the liability in respect of which the appropriation was made.

14.12 The Trustee shall, at any time at its entire discretion and without assigning any reason, be entitled to (i) give notice to the Managing Company that it is not prepared to accept the transfer of any property which in the opinion of the Trustee infringes the terms of this Trust Deed and (ii) require the Managing Company to deposit in place of any such property other property acceptable to the Trustee.

14.13 The Managing Company shall not make or grant loans out of the Deposited Property. The Scheme shall not assume, guarantee, endorse or otherwise become directly or indirectly liable for or in connection with any obligation or indebtedness of any third party.

15. INVESTMENT ADVISORY COMMITTEE:

15.1 The Managing Company shall establish an Investment Committee to advise the Managing Company with regard to the investing of the Deposited Property. The members of the Committee shall be appointed and removed by the Managing

Company . The Committee shall make its recommendations to the Managing Company.

15.2 The Managing Company may make regulations for the conduct of the meetings of the Committee, for a required quorum and/or for the appointment of alternate members of the Committee, as the Managing Company think fit. Except as otherwise provided in such regulations, the members of the Committee may conduct their business in such manner as they may from time to time determine.

15.3 The Managing Company shall be responsible for paying (i) the remuneration of the members of the Committee and (ii) all reasonable charges incurred by the Committee in the course of exercising its duties. The Trustee shall not be liable to the members of the Committee for any remuneration or otherwise.

15.4 The Managing Company may in the management of the Deposited Property take into consideration any advice given by the Committee, provided always that the Trustee, the Managing Company and the members of the Committee shall not incur any liability to the Holder by reason of the Trustee or the Managing Company having acted or having not acted upon the advice of the Committee.

16. DISTRIBUTIONS

16.1 The Managing Company may, as and when they shall so decide, by notice in writing direct the Trustee to distribute income of the Scheme to Holders in respect of such period (not exceeding Six (6) months), at such time and in accordance with such method of calculation as the Trustee and the Managing Company may agree having regard to the provisions of this Trust Deed.

16.2 All income of the Scheme shall, as and when received by the Trustee, be paid into a special Income Account and shall be held therein pending capitalisation or distribution in accordance with the provisions of this Trust Deed.

16.3 The proceeds of sales of rights and all other receipts deemed by the Managing Company, after consulting the Auditors, to be in the nature of capital accruing from Investments shall not be regarded as income of the Scheme but shall be retained as part of the Deposited Property.

16.4 In the event of a distribution being made, an appropriate amount shall first be transferred out of the Income Account and paid into the Distribution Account. The amount standing to the credit of the Distribution Account shall not, for any purposes of this Trust Deed, be treated as part of the Deposited Property but shall be held by the Trustee upon trust to distribute the same as herein provided.

16.5 In the event of a distribution being made, the amount of the income qualifying for distribution in respect of the relevant period shall be ascertained by deducting:

(i) the Management Fee for the relevant period (if the Managing Company decide to deduct the Management Fee out of income); and

(ii) all interest paid during the relevant period (together with any amount of interest accrued but remaining unpaid at the end of the relevant period) on any borrowings effected by the Scheme for the time being outstanding

from the total net amount receivable by the Trustee in respect of such period of all interest, dividends and all such receipts deemed by the Managing Company after consulting the Auditors to be in the nature of income, and by making such permitted adjustments hereinafter mentioned as the Managing Company after consulting the Auditors may think fit and appropriate to the circumstances.

Permitted adjustments shall be:

(i) addition of a sum representing any interest accrued but not received by the Trustee at the end of the relevant period, and to the extent that an adjustment by way of addition had been made in respect of any previous period, deduction of the sum representing such interest accrued at the end of such previous period. Income from an Investment quoted on a Recognised Stock Exchange shall be deemed to have accrued on the first date on which that income is declared payable. Income from any other Investment shall be deemed to have accrued on the date which, in accordance with the normal practice of the Managing Company, is treated as being the first date on which the value of such Investment would for the purpose of this Trust Deed be calculated excluding such income;

(ii) addition of a sum representing amounts included in the price of Units for income accrued prior to the date of issue, and deduction of a sum representing all participations in income distributed upon the cancellation of Units or upon a reduction of the Units of the Scheme during the relevant period;

(iii) deduction of all professional fees (including disbursements) in connection with matters pertaining to the affairs of the Scheme and of any expenses incurred by the Trustee in effecting registration or safe custody of the documents of title to all Investments held on trust by this Scheme;

(iv) addition or deduction of such sums as the Auditors shall certify to be appropriate to take account of liability for tax and of repayments receivable or received on account of double taxation or other tax relief;

(v) deduction of a sum representing expenses directly incurred in the effecting, maintaining and terminating of borrowings, which in the opinion of the Managing Company and the Auditors are properly payable out of income.

16.6 Once the amount of income qualifying for distribution in respect of the relevant period has been computed, the Managing Companyshall forthwith determine the amount to be distributed, which shall be such amount (if any) not exceeding the amount qualifying for distribution as the Managing Company shall in its absolute discretion decide.

16.7 In the event that a distribution is made, the Managing Company shall cause to be made up and audited a statement showing the amount qualifying for distribution in respect of the relevant period. The statement with the Auditors' report annexed shall be filed with the Trustee and shall be conclusive and binding, and copies thereof shall be open for inspection during usual business hours by any Holders at the offices of the Managing Company. The Trustee and the Managing Company shall not incur any liability in relying on and acting upon such an audited statement provided that they have acted in good faith and exercised due care and diligence in so doing.

16.8 Neither the Trustee nor the Managing Company shall be responsible for any error in any estimates of tax repayments expected to be obtained or of any sums payable by way of taxation, provided that they have acted in good faith and exercised due care and diligence in so doing. If the same shall prove incorrect in some respects, any deficiency or surplus shall be adjusted on the next subsequent distribution, and the amount already distributed or added to capital, as the case may be, shall not require to be adjusted.

16.9 If any distribution is made in respect of an Accounting Period, during which a Unit/s is/are issued and/or redeemed by the Managing Company (but not otherwise), then the first such distribution and, if appropriate, any subsequent distribution so made following the issue or redemption thereof, shall be of the same net amount as the distribution to be made in respect of other Units, but shall be or shall include a capital sum which shall, subject as hereinafter provided, be equal to the Equalization Payment in respect of such Unit/s, provided that such capital sum may, if the Managing Company think fit and the Auditors so agree, be a sum ascertained by dividing the aggregate of all such Equalization Payments relating to the relevant accounting period by the number of Units in respect of which such capital sums are payable.

16.10 In the event that any of the amounts to be distributed remains unclaimed by the Holder six (6) months after the date of distribution, the Managing Company reserve the right to, subject to the provisions of this Trust Deed, issue such number of Units to and in the name of the Holder, equivalent in value of the said amounts unclaimed by the Holder, and apply the said amounts in full payment therefor.

16.11 Every Holder may, by notice in writing, elect to receive *in lieu* of his entitlement to a distribution the equivalent in value of further Units. The Managing Company shall in such event, subject to the provisions of this Trust Deed, (i) issue such number of Units equivalent in value and (ii) apply the respective Holder's entitlement to a distribution in full payment therefor. The option chosen by the Holder shall be revoked by such Holder upon submitting a notice in writing to the Managing Company. Provided however that in the case the value of a distribution is less than Sri Lanka Rupees One Thousand (Rs. 1,000/-) per Holder or such other amount determined by the Managing Companywith the approval of the Trustee, the distribution amount shall be reinvested and shall not be paid out to the Holders.

16.12 The Managing Company may from time to time, after consulting the Auditors and with the approval of the Trustee, distribute among the Holders in accordance with Clauses 16.9-16.11 an amount representing part of the capital of the Deposited Property. PROVIDED THAT the Trustee is satisfied that any such distribution shall not result in any prejudice to the interests of Holders.

17. PAYMENTS

17.1 Any money payable, under the provisions of this Trust Deed, by the Managing Company and/or the Trustee to a Holder in respect of any Unit may be paid by a crossed cheque or warrant made payable to the order of the respective Holder and sent through the post to the registered address of such Holder or, in the case of joint Holders, made payable to the order and sent to the registered address of that one of the joint Holders who is first named in the Register. The payment of any cheque or

warrant to the first named of joint Holders shall be as effective a discharge to the Managing Company and the Trustee as if such first named joint Holder had been a sole Holder. Every such cheque or warrant shall be sent at the risk of the person to whom it is sent, and payment of every such cheque or warrant shall be (i) a satisfaction of the moneys payable and (i) a good discharge to the Managing Company and the Trustee. Where authority in writing from the Holder, or in the case of joint Holders from all of them, shall have been received by the Managing Company or the Trustee in such form as the Managing Company or the Trustee shall consider sufficient, the Managing Company or the Trustee, as the case may be, shall pay the amount payable to the Holder or joint Holders, as the case may be, to his or their banker or other agent in the same manner and with the same effect as hereinbefore provided as though such banker or other agent were the sole Holder. No amount payable to any Holder shall bear interest.

17.2 Before making any payment in or outside Sri Lanka in respect of any Unit, the Trustee and/or the Managing Company, as the case may be, may make such deductions as the Trustee and/or the Managing Company, as the case may be, is/are by the law of any country in which such payment is made or received required or entitled to make in respect of any income or other taxes, charges or assessments whatsoever.

17.3 In respect of each Accounting Period, the Managing Companyshall issue to the Holders concerned such tax certificates as may from time to time be required, such tax certificates to be prepared by the Auditors or by the Managing Company in a form to be approved by the Trustee and by or on behalf of the taxation authorities. Upon liquidation of the Scheme, each tax certificate shall show what part of the distribution represents capital and what part represents income.

17.4 The Managing Companyshall (i) prepare all cheques, warrants, statements, accounts, certificates and notices which the Trustee has to issue, and (i) send or serve, as required in this Trust Deed, stamp, (where authorised to do so by the Trustee) sign the same on behalf of the Trustee, and dispatch the same on the proper day or deposit the same (together with the necessary stamped and addressed envelopes) with the Trustee so as to afford the Trustee reasonable time to examine and check the same and sign such cheques, warrants, statements, accounts, certificates and notices and despatch them on the day on which they ought to be dispatched.

18. ACCOUNTS

18.1 The accounts of the Scheme shall be prepared in accordance with the provisions of the Companies Act No. 7 of 2007 and the Sri Lanka Accounting Standards applicable in the Republic of Sri Lanka in respect of each financial year.

18.2 The responsibility for the keeping and maintaining of the accounts and the accounting records pertaining to the Trust and the preparation, publication and distribution of any reports and the frequency of the preparation, publication and distribution of the same shall be in accordance with the provisions of the CIS Code.

18.3 The accounting period of the Managing Company and the Scheme shall, wherever possible, coincide.

18.4 If any Connected Persons of the Managing Company have become entitled to profits deriving from transactions in Units or from the management of the Scheme, those

persons must be named and the profit which each such person has become entitled to must be disclosed in the accounts and the annual report of the Scheme.

Also, if the Managing Company or any other person acting on their behalf or with their permission has –

(i) for the account of the Scheme, acquired or disposed of any securities quoted on a Recognized Stock Exchange otherwise than on the trading floor of such Recognized Stock Exchange,

(ii) disposed of Units at a price lower than the then current Issue Price, or

(iii) acquired Units at a price higher than the then current Cancellation Price,

it must be disclosed in the accounts of the Scheme that this has been done and to what extent. The Managing Company is at liberty to append explanations.

19. AUDIT OF ACCOUNTS

19.1 The accounts of the Scheme shall be (i) audited by the Auditors and (ii) accompanied by a Certificate of the Auditors in accordance with the Companies Act No. 7 of 2007 to the effect that the accounts and statements attached thereto have been examined in accordance with the relevant auditing standards applicable in Sri Lanka and that the Auditors have obtained all the explanations and information required. The Auditors shall further report, whether the accounts are in their opinion properly drawn up in accordance with such books and records and all disclosures required to be made by the Trustee in accordance with the requirements of the Commission have been made.

19.2 The Auditors shall, in accordance with the provisions of the CIS Code, be appointed by the Managing Company with the approval of the Trustee. Subject to the provisions of Clauses 19.3 and 30.1 of this Trust Deed, the Auditors shall hold office until such time as they may voluntarily retire by notice in writing to the Trustee.

19.3 The Trustee may with the consent of the Managing Company from time to time remove the Auditors and, with the approval also of the Commission, appoint other Auditors in their place.

19.4 The fees and expenses of the Auditors in connection with the auditing of the accounts of the Scheme shall be paid by the Trustee out of the Deposited Property. The quantum of such fees shall be determined by the Managing Company with the approval of the Trustee. Save as aforesaid and except as provided by Clause 20.4, the other fees and expenses of the Auditors shall be paid by the Managing Company .

19.5 The auditors appointed as Auditors of the Scheme shall have the qualifications specified by the rules of the Commission including the CIS Code, and if (i) they cease to possess such qualifications and/or (ii) the Commission withdraws its approval regarding such Auditors, they shall retire from the office of Auditors when the Commission requires them so to do.

19.6 The Managing Company shall file with the Commission and the Trustee a copy of the Trust's annual report and audited financial statements within four (4) months of the end of the Accounting Period for each year.

20. COVENANTS BY THE MANAGING COMPANY AND THE TRUSTEE:

20.1 The Managing Company hereby covenant that they will:

(i) use their best endeavours to carry on and conduct their business in a proper and efficient manner and ensure that the Scheme is carried on and conducted in a proper and efficient manner;

(ii) pay to the Trustee (or as it may direct) under normal circumstances within Three (03) working days after the creation of Units any moneys payable by the Managing Company to the Trustee hereunder. This time bar could, however, be varied in exceptional circumstances with the approval of the Trustee. The Managing Company shall be responsible for any moneys payable by the Managing Company to the Trustee until the time that they are transferred to the Scheme account. Further, if any moneys payable by the Managing Company to the Trustee hereunder are not transferred as per this Clause, interest must be paid by the Managing Company at a rate not below the average weighted fixed deposit rate prevailing at the time of transfer or, pursuant to the consultation of the Trustee, any other rate;

(iii) not sell any Units otherwise than on the terms and at a price calculated in accordance with the provisions hereof;

(iv) at the request of a Holder, redeem any Units held by him on the terms and at a price calculated in accordance with the provisions hereof;

(v) to the same extent as if the Trustee were a Director of the Managing Company ;

(a) make available to the Trustee and/or any approved company auditor appointed by it for inspection the whole of the books of the Managing Company whether kept at the Registered Office of the Managing Company or elsewhere; and

(b) give to the Trustee and/or any approved company auditor appointed by it such oral or written information as required by the Trustee and/or its appointed auditor with respect to all matters relating to the Managing Company ;

(vi) make available or ensure that there are made available to the Trustee such details as the Trustee requires with respect to all matters relating to the Scheme;

(vii) within Thirty (30) Business Days after an application by not less than fifty (50) Holders who are registered as holding not less than Twenty Five percent (25%) of the Units is delivered to the Managing Company at its Registered Office summon a meeting of the Holders:

(a) by sending notice in writing of the proposed meeting at least Twenty One (21) days before the date of the proposed meeting to each of the Holders in accordance with Clause 31; or

(b) by publishing at least Fourteen (14) days before the date of the proposed meeting an advertisement in all three languages (Sinhala, Tamil and English) in a newspaper circulating generally in Sri Lanka giving notice of the meeting

for the purpose of (i) laying before such meeting the accounts and balance sheet which were laid before the last preceding Annual General Meeting of the Managing Company or the last audited statement of accounts of the Scheme and (ii) giving to the Trustee such direction as the meeting thinks proper; and

(viii) have a designated "Compliance Officer" who will be responsible for ensuring that the Managing Company and their Directors, officers and employees comply with the laws, rules, directives and codes pertaining to the operation of the Scheme.

20.2 The Trustee hereby covenants that it will:

(i) exercise all due diligence and vigilance in carrying out its functions and duties and in protecting the rights and interests of the Holders;

(ii) keep or cause to be kept proper books of account in relation to those interests;

(iii) cause those accounts to be audited at the end of each Accounting Period by the Auditors; and

(iv) cause to be sent by electronic mail or post a statement of the accounts of the Scheme with the Report of the Auditors thereon to each Holder, in accordance with Clauses 18 and 19.

20.3 The Managing Company and the Trustee hereby covenant that no moneys available for investing hereunder will be invested in or lent to (i) the Managing Company or (ii) the Trustee (except where the Trustee is also a Bank) or (iii) any Connected Person.

20.4 If an Approved Broker or Approved Primary Dealer is under common control with the Managing Company or the Trustee, this fact shall be disclosed in the KIID and to the Commission, and any special commission negotiated with such Approved Broker or Approved Primary Dealer shall also be disclosed to and approved by the Commission. Commissions paid to agents, shall not be paid out of the Deposited Property.

20.5 The Trustee, the Managing Company and their Connected Persons shall disclose their interest, when making investment decisions in securities of companies or other asset classes in which they have a material interest and whenever any business in which they have a material interest is being discussed at any meeting of the Scheme. Such interest shall be disclosed in the annual report of the Scheme.

21. REMUNERATION OF THE MANAGING COMPANY AND THE TRUSTEE

21.1 Remuneration of the Managing Company:

(i) The Management Fee shall be a sum not exceeding such percentage as is hereinafter mentioned of the Value of the Deposited Property.

The Management Fee shall be payable to the Managing Company in arrears at the end of each calendar month; in respect of any period other than a full calendar month, the amount payable shall be computed based on the number of days for which it has accrued as a proportion of the total number of days in the calendar month concerned.

The percentage hereinbefore referred to shall not be more than zero point six five percent (0.65%) *per annum* of the Value of the Deposited Property or such other higher percentage as may be fixed by agreement supplemental hereto and approved by the Trustee and the Commission and sanctioned by an Extraordinary Resolution of the Unit Holders. The Managing Company may from time to time, by giving at least Three (03) months' notice in writing to the Trustee and the Commission, fix as the appropriate percentage some smaller percentage than hereinbefore provided, and in that event and for such period as may be specified in such notice (or if no period is so specified then until further notice in writing shall be given to the Trustee cancelling the previous notice) such smaller percentage shall be the appropriate percentage, but any such notice shall be *ipso facto* cancelled upon the Managing Company who gave such notice in writing as aforesaid ceasing to be the Managing Company of the Scheme.

The Management Fee shall begin to accrue from the closing date of the first offer of Units and shall be calculated daily, on the basis of the Value of the Deposited Property as estimated from day to day.

(ii) The Management Fee shall be payable out of the capital or income of the Deposited Property as the Managing Company in its discretion shall decide.

(iii) The Management Fee shall be paid to the Managing Company for their own account as soon as possible after the respective dates by reference to which they are calculated pursuant to sub-paragraphs (i) and (ii) of this sub-clause, respectively, PROVIDED THAT unless and until the Trustee shall be satisfied that adequate provision has been or will be made for the future management and expenses of the Scheme, including the remuneration of the Trustee, the Trustee shall have a lien on and shall be entitled to retain the Management Fee for the purpose of paying, discharging or providing for such expenses including its remuneration and shall pay to the Managing Company only the balance (if any) after all such payments, discharges and provisions have been made.

21.2 Remuneration of the Trustee

(i) The Trustee shall, in consideration of the trustee services rendered in the capacity of Trustee and custodian services rendered in the capacity of custodian of the Scheme, be entitled to a remuneration amounting to zero decimal one five percent (0.15%) per annuum of the Value of the Deposited Property payable monthly in arrears (with a minimum of Sri Lanka Rupees Eighty Thousand (Rs. 80,000) per month and Sri Lanka Rupees Nine Hundred and Sixty Thousand (Rs. 960,000) per annum) or such other higher

amounts as may be fixed by agreement with the Managing Company supplemental hereto and sanctioned by an Extraordinary Resolution of the Scripless Unit Holders.

(ii) The said remuneration of the Trustee shall not be payable out of the Management Fee but shall be made over and above the capital or income of the Deposited Property as the Managing Companyin their discretion shall decide.

(iii) Subject to the provisions of the CIS Code, the Trustee shall, in addition to such remuneration, on demand be entitled to be paid out of the capital or income of the Deposited Property the amount of all their respective disbursements wholly and exclusively incurred in the performance of their respective duties hereunder.

21.3 The Managing Company shall be responsible for the payment of all expenses incurred from time to time in connection with the management, trusteeship or custodianship of the Scheme, except such expenses as are expressly authorised hereunder to be payable out of the Deposited Property.

21.4 In consideration of the foregoing and save as aforesaid, neither the Trustee nor the Managing Company shall make any charge against the Holders or against the Deposited Property or against any distribution for their services or for their normal expenses hereunder with the exception of the following costs and expenses which may be discharged out of the Deposited Property:

(i) Management Fees;

(ii) Trustee fee and expenses/disbursements of the Trustee which are authorized by this Trust Deed to be paid out of the Deposited Property;

(iii) Custodian fee and expenses/disbursements of the Custodian which are authorized by the Trust Deed to be paid out of the Deposited Property;

(iv) costs of dealing in the Deposited Property;

(v) interest on borrowing permitted under the Scheme and charges incurred in effecting or varying the terms of such borrowings;

(vi) taxes and duties payable in respect of the Deposited Property including all direct and indirect taxes that are required to be charged to the Deposited Property as imposed by the Government from time to time;

(vii) any costs, including legal costs, incurred or to be incurred (a) in the preparation or modification of the Trust Deed and any documents related thereto, (b) in the preparation and bringing into effect any amendments and/or supplements to the Trust Deed and any documents related thereto, and/or (c) on the behalf of the Holders of a Unit/s of the Scheme;

(viii) any costs reasonably incurred in respect of the publication of prices of Units and in respect of the publication and distribution of the Scheme, KIID or this Trust Deed, annual and interim reports and accounts;

(ix) the audit fees and any expenses of the auditor and expenses incurred in preparing any special reports required by the Commission and/or any other regulatory authority;

(x) licensing fees imposed by the Commission and all costs incurred to enable the Scheme to comply with all legislation and/or other official requirements;

(xi) the costs incurred in respect of the distribution of income to Holders;

(xii) all expenses, including legal expenses, incurred in safeguarding the Deposited Property, including all expenses incurred by the Trustee in effecting registration or safe custody of the documents of title to all Investments held upon the trusts of the Scheme;

(xiii) any costs incidental to the operation of the Scheme that may be charged to the Scheme; and

(xiv) any and all other charges or fees expressly authorised by this Trust Deed or approved by the Commission.

22. CONCERNING THE ADMINISTRATION OF THE TRUST

22.1 Neither (i) the Trustee nor

(ii) the Managing Company(or their Directors, officers and/or employees) nor

(iii) any company controlled by either of them nor

(iv) any person, firm or body corporate entitled to exercise any powers or discretions pursuant to a delegation by the Managing Company made under Clause 24 hereof (hereinafter referred to as "Delegate"),

shall as principal sell or deal in the sale of Investments to the Trustee for account of the Scheme or vest Investments in the Trustee against the issue of Units or purchase Investments from the Trustee, and each of them shall (without incurring any liability for failure so to do) use its best endeavours to procure that no such sale or dealing or vesting shall be made by a Connected Person of the Trustee and/or the Managing Company .

PROVIDED HOWEVER THAT nothing shall prevent any sale to or any purchase for account of the Scheme of any Investment from the trustee, a custodian or managing company of any other unit trust scheme or mutual fund company or investment company on account of such scheme or company, and notwithstanding that the Trustee and/or the Managing Company and/or any Connected Person may be or be interested in the trustee or the custodian or the managing company of or any person, firm or body corporate to whom any investment powers or discretions may have been delegated under or by such scheme or company provided that:

(a) the value of the Investment in question is certified in writing for the purpose of the transaction by a Recognized Stock Exchange or other professionally recognised person; and

(b) the Trustee shall be of the opinion that the terms of such transaction shall not be likely to result in any prejudice to Holders.

For the purposes of this sub-clause the expressions "mutual fund company" and "investment company" shall mean and include any company carrying on the business of holding and managing investments.

22.2 Nothing in this Trust Deed contained shall prevent the Trustee and/or the Managing Company and/or any Connected Person from becoming the owner of Units and holding, disposing or otherwise dealing with the same rights which they would have had if neither the Trustee nor the Managing Company nor any Connected Person were a party to or a Connected Person for purposes of this Trust Deed, and the Trustee and the Managing Company and any such Connected Person may buy, hold and deal in any Investments upon their respective individual accounts notwithstanding that similar Investment may be held under this Trust Deed as part of the Deposited Property of the Scheme. Every transaction between the Managing Company or any Connected Person and the Scheme requires to be approved in writing by the Trustee.

22.3 No Units shall at any time be quoted or sold by or for account of the Managing Company at a price higher than the Issue Price for the time being applicable to Units issued for cash pursuant to this Trust Deed. No Units shall at any time be quoted or purchased by or for account of the Managing Company at a price lower than the realization price for the time being applicable to Units realised by the Managing Company pursuant to this Trust Deed. The Trustee shall be responsible to verify the prices of any such quotation/s and/or dealing/s, but the Managing Company shall justify such quotations and/or dealing/s if so requested by the Trustee at any time.

22.4 Neither the Trustee nor the Managing Company nor any Connected Person shall be liable to account (i) either to any other, (ii) or to others of them, (iii) or to the Holders or any of them for any profits or benefits made or derived by or in connection with any such transaction permitted as aforesaid.

22.5 Nothing herein contained shall be construed so as to prevent the Managing Company and the Trustee in conjunction and/or the Managing Company or the Trustee separately from acting as manager/s or trustee/s, respectively, for trusts separate and distinct from the Scheme. Provided, however, that (i) the Managing Company shall not act as trustee of another trust and (ii) the Trustee shall not act as the Managing Company of another trust.

22.6 Neither the Managing Company nor the Trustee shall be liable to account to any Holder or otherwise for any payment made or suffered in good faith to any duly empowered fiscal authority of Sri Lanka for taxes or other charges in any way arising out of or in relation to any transaction of whatsoever nature under this Scheme, notwithstanding that any such payments need not or ought not have been made or suffered.

22.7 In no event shall a Holder have or acquire any rights against the Trustee and the Managing Company or either of them save such as are expressly conferred upon such Holder by this Trust Deed, nor shall the Trustee be bound to make any payment to

any Holder except out of funds held by or paid to it for that purpose under the provisions of this Trust Deed. Provided, however, that nothing herein contained shall exempt the Trustee from or indemnify it against any breach of trust occasioned by fraud or negligence as set out in Clause 23.5.

22.8 Neither the Trustee nor the Managing Company shall incur any liability in respect of any action taken or thing suffered by either of them in good faith in reliance upon any notice, resolution, direction, instruction, consent, certificate, affidavit, statement and/or, without prejudice to the foregoing, other paper or document believed to be genuine and to have been passed, sealed and/or signed by the proper parties.

22.9 Neither the Trustee nor the Managing Company shall incur any liability for doing or failing to do, as the case may be, any act or thing which the Trustee or the Managing Company shall by reason of any (i) provision of any present or future law or (ii) regulation made pursuant thereto or (iii) decree, order or judgement of any Court or (iv) direction, request, announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to act with the authority of any Government (whether legally or otherwise), be directed or requested to do or perform or to forbear from doing or performing, or if for any reason it becomes impossible to perform any of the obligations hereunder.

22.10 Neither the Trustee nor the Managing Company shall be responsible for the authenticity of any signature on or any seal affixed to any endorsement or any certificate or to any transfer or form of application, endorsement or other document affecting the title to or transmission of Units, or be in any way liable for any forged or unauthorized signature on or a seal affixed to such endorsement, transfer or other document or for acting on or giving effect to any such forged or unauthorized signature or seal. The Trustee and the Managing Company, respectively, shall nevertheless be entitled but not bound to require that the signature of any Holder or joint Holder to any document required to be signed by him under or in connection with this Trust Deed shall be verified by a banker or broker or other responsible person or otherwise authenticated to its or their reasonable satisfaction.

22.11 Any indemnity expressly given to the Trustee (acting in the capacity of Trustee and the custodian of the Scheme) and/or the Managing Company in this Trust Deed is in addition to and without prejudice to any indemnity allowed by law, PROVIDED NEVERTHELESS THAT nothing in any of the provisions of this Trust Deed shall in any case, in which the Trustee (acting in the capacity of Trustee and the custodian of the Scheme) and/or the Managing Company, as the case may be, have failed to show the degree of diligence and care required by them by the provisions of this Trust Deed, exempt them from or indemnify them against any liability for breach of trust or any liability which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or trust of which they may be guilty in relation to their duties.

22.12 Any Investment in registered form shall, unless otherwise instructed by the Trustee, be registered in the name of the Trustee as soon as reasonably practicable after receipt of the necessary documents by the Trustee and shall remain so registered until disposed of pursuant to the provisions of this Trust Deed. The Trustee shall retain the documents of title to all Investments held upon the trusts of the Scheme in its possession in safe custody. Notwithstanding the aforesaid, if it considers it expedient to do so, the Trustee shall be entitled to deposit or cause to be deposited the documents

of title to any Investments held upon the trusts of the Scheme in safe custody with any banker or other agent of the Trustee. Any expense of whatever nature incurred by the Trustee in effecting such registration or providing such safe custody shall be payable out of the Deposited Property. Notwithstanding the provisions of this sub-clause, the Trustee shall, if it considers it expedient to do so, also be entitled to deposit the documents of title of any Investments held upon the trusts of the Scheme with any banker for the purpose of securing any borrowings effected by the Scheme.

22.13 The Trustee, or the Managing Company on its behalf, shall subject as hereinafter provided be entitled to destroy:

(i) all instruments of transfer of Units which have been registered at any time after the expiration of Six (06) years from the date of registration thereof;

(ii) all Transaction Receipts and distribution mandates which have been cancelled at any time after the expiration of one (01) year from the date of cancellation thereof;

(iii) all notifications of change of address after the expiration of one (01) year from the date of the recording thereof;

(iv) all forms of proxy in respect of any meeting of Holders one (01) year from the date of the Meeting at which the same were used; and

(v) all registered statements and other records and documents relating to the Scheme at any time after the expiration of Six (06) years from their date of origin.

Neither the Trustee nor the Managing Company shall be under any liability whatsoever in consequence of any such destruction and, unless the contrary be proved, every instrument of transfer so destroyed shall be deemed to have been a valid and effective instrument duly and properly registered, and every other document hereinbefore mentioned so destroyed shall be deemed to have been a valid and effective document in accordance with the recorded particulars thereof.

PROVIDED ALWAYS that:

(i) the provisions aforesaid shall apply only to the destruction of a document/s in good faith and without notice of any claim (regardless of the parties thereof) to which the document might be relevant; and

(ii) nothing in this sub-clause shall be construed as releasing the Trustee and/or the Managing Company from any liability in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of proviso (i) above are not fulfilled.

References herein to the destruction of any document include references to the disposal thereof in any manner.

22.14 The Trustee and the Managing Company shall be entitled to rely absolutely on any declaration of residence which may be received from a Holder, or a prospective Holder or applicant for Units.

22.15 The Trustee shall maintain or cause to be maintained a register setting out all particulars of the documents and all other materials destroyed under Clause 22.13 hereof and the date of such destruction together with the authority for such destruction, and such register shall not be destroyed for a period of 20 years from the date of the last entry therein.

23. CONCERNING THE TRUSTEE

23.1 With regard to any provision in this Trust Deed

(i) providing for any act or matter to be done by the Trustee:

Such act or matter may be performed on behalf of the Trustee by any officer or responsible official of the Trustee or by any nominee appointed by the Trustee with the approval of the Managing Company, and any act or matter so performed shall be deemed for all the purposes of this Trust Deed to be the act of the Trustee; and

(ii) as to the vesting of Investments:

Such provision shall be deemed also to relate to any nominee of the Trustee. The Trustee shall be entitled to procure:

(a) the Trustee; or
(b) any officer or responsible official of the Trustee jointly with the Trustee; or
(c) any such nominee and the Trustee;

to be registered as proprietor of any Investment held upon the trusts of the Scheme. PROVIDED ALWAYS that the Trustee shall remain liable for any act or omission of any such person or nominee in relation to any Investment, with regard to which such person or nominee is registered as proprietor.

23.2 The Trustee shall not be under any liability on account of anything done or suffered by the Trustee in good faith in accordance with or in pursuance of any request of the Managing Company provided that the Trustee acts in the best interest of the Holders. Whenever pursuant to any provision of this Trust Deed any certificate, notice, direction, instruction or other communication is to be given by the Managing Company to the Trustee, the Trustee may accept as sufficient evidence thereof a document signed or purporting to be signed on behalf of the Managing Company by any person whose signature the Trustee is for the time being authorised in writing by the Managing Company to accept.

23.3 The Trustee may accept a certificate by an Approved Broker or Approved Primary Dealer as sufficient evidence of the Value of any Investment or foreign currency or the cost or sale price of any Investment or of any stock exchange quotation or of any other matter within his competence.

23.4

(i) The Trustee may act upon any advice of or information obtained from the Managing Company or any bankers, accountants, brokers, lawyers or other persons acting as advisers of the Trustee and/or the Managing Company, and

the Trustee shall not be liable for anything done or omitted or suffered in good faith in reliance upon such advice or information. Any such advice or information may be obtained or sent by letter, telegram, authenticated telex, message or cablegram, and the Trustee shall not be liable for acting on any such advice or information purporting to be conveyed as above although the same contains some error or shall not be authentic.

(ii) The Trustee shall not be responsible for any act, omission, misconduct, error of judgement or want of prudence on the part of the Managing Company or any person acting advisor of the Trustee and/or the Managing Company.

23.5 Except and in so for as herein otherwise expressly provided, the Trustee shall as regards all the trusts, powers, authorities and discretions vested in it have absolute and uncontrolled discretion as to the exercise thereof, whether in relation to the manner or as to the time of the exercise thereof. Nothing in this Trust Deed shall exempt the Trustee from nor indemnify it against breaches of trust through fraud or willful neglect; in the absence of fraud or negligence, the Trustee shall not be in any way responsible for any loss, costs, damages and/or inconvenience that may result from the exercise or non-exercise thereof.

23.6 Nothing herein contained shall prevent the Trustee (i) from acting as bankers to the Scheme or (ii) from any time contracting or entering into any financial, banking, insurance or other transaction with the Managing Company or any Holder or any company or body or (ii) from purchasing, holding, dealing in or disposing of Transaction Receipts or Units of the Scheme or any part of the securities which form part of the Deposited Property or (iv) from being interested in any such contract or transaction or (v) from holding any shares or any investment in any such company or body, and the Trustee shall not be in any way liable to account either to the Managing Company or to the Holders or any one of them for any profits or benefits made or derived by the Trustee thereby or in connection therewith.

23.7 The Trustee shall not be under any obligation to appear in, prosecute or defend any action, suit, arbitration or inquiry in respect of the provisions hereof or in respect of the Deposited Property or any part thereof or in any corporate or shareholders' action in which its opinion would or might involve it in expense or liability, unless the Managing Company shall so request in writing, in which case the Managing Company shall so often as required by the Trustee furnish it with an indemnity satisfactory to the Trustee to protect it against any expense and/or liability, provided that no such indemnity shall be given in respect of any action/s taken against the Trustee for negligence or breach of fiduciary duty in connection with its duties as Trustee under this Trust Deed.

23.8 Subject to the provisions of the CIS Code, the Trustee shall be entitled for the purpose of indemnity against any action, costs, claims, damages, expenses or demands to which it may be put as Trustee to have recourse to the Deposited Property or any part thereof.

23.9 Before making any distribution or other payment in respect of any Unit or in respect of the Management Fee, the Trustee may make such deductions as by the law of Sri Lanka the Trustee is require or entitled to make in respect of any income or other taxes, charges or assessments whatsoever, and the Trustee may also deduct the amount of any stamp duties or other Governmental taxes, duties or charges payable

by it or for which it might be made liable in respect of such distribution or any documents signed by it or by a Holder or his agent in connection therewith.

23.10 The Trustee shall not be responsible for acting upon any resolution purporting to have been passed at any meeting of the Holders, in respect of which minutes shall have been made and signed even though it may be subsequently found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not binding upon all the Holders.

23.11 The Trustee shall not be responsible for verifying or checking any valuation of the Deposited Property or any calculation of the prices at which Units are to be issued or purchased by the Managing Company, except as herein expressly provided.

23.12 Where any property of the Scheme is registered in the name of a lender as security for a loan obtained by the Scheme, the Trustee shall be liable for any act or omission of the lender or his agent with respect to such property.

23.13 The Trustee shall, when required by the Commission, deposit security guaranteeing against loss due to its misconduct or negligence.

24. CONCERNING THE MANAGING COMPANY

24.1 The Managing Company shall at its own expense keep or cause to be kept proper books of account and records, in which all transactions effected by the Managing Company for account of the Scheme shall be entered, and shall permit the Trustee from time to time on demand to examine and take copies of or extracts from any such books of account or records.

24.2 In the absence of negligence or wilful default, the Managing Company shall (i) not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done by them in good faith hereunder and (ii) save as herein otherwise provided, not be liable for any act or omission of the Trustee. Provided that nothing in these presents contained shall exempt the Managing Company from any liability imposed on it by law nor indemnify them against such liability at the expense of the Unit Holders.

24.3 Nothing herein contained shall prevent the Managing Company from (i) contracting or entering into any financial, banking or other similar transactions with the Trustee (when acting other than in its capacity as Trustee of the Scheme) or any Holder or any company or body any of whose shares or securities form part of the Deposited Property, or (ii) being interested in any such contract or transaction, and the Managing Company shall not be in any way liable to account either to the Trust or the Trustee or to the Holders or any of them for any profit or benefit made or derived by the Managing Company thereby or in connection therewith. Notwithstanding the foregoing provisions, the Managing Company must secure the Trustee's prior written approval for any such transaction, other than transactions with the Trustee, by the Managing Company as principal with such Holder, company or body.

24.4 The Managing Company shall not outsource or delegate their services to third parties in the operation and the management of the Unit Trust.

24.5 The Managing Company shall be prohibited from entering into any underwriting or sub-underwriting contract on behalf of the Scheme, except with the approval of the Trustee and the Commission.

25. APPOINTMENT, RETIREMENT AND REMOVAL OF THE TRUSTEE

25.1 Deutsche Bank AG, Colombo Branch is hereby expressly appointed as Trustee for the Holders, and the Trustee does hereby accept such appointment.

25.2 The Trustee shall not be entitled to retire until a new trustee is appointed.

25.3 In the event of the Trustee desiring to retire, it shall give notice in writing to that effect to the Managing Company, and the Managing Company (or in case of the Managing Company's default the Trustee) may by deed supplemental hereto under the seal of the Managing Company or the Trustee, as the case may be, (i) appoint any company incorporated in Sri Lanka which is permitted by statute or the relevant statutory authority to act as trustee of a Unit Trust to be the Trustee in the place of the retiring Trustee and (ii) also provide in such supplementary deed for the vesting in the new Trustee of the instruments and the securities standing in the name of the retiring Trustee.

25.4 If the Trustee goes into liquidation otherwise than for the purpose of amalgamation or reconstruction or ceases to carry on business or a receiver of its undertaking is appointed, the Managing Company shall forthwith by instrument in writing remove the Trustee from its appointment under this Trust Deed and shall by the same or some other instrument in writing appoint as Trustee hereof some other Trustee duly approved as may be required by the law for the time being applicable to this Trust Deed.

25.5 The Trustee may be removed and another Trustee (duly approved as may be required by the Commission and/or the law for the time being applicable to this Deed) may be appointed by Extraordinary Resolution duly passed at a meeting of Holders held in accordance with the provisions contained in the Schedule and of which not less than Twenty One (21) days' notice has been given to the Trustee and the Managing Company.

25.6 The Commission may, where it is satisfied that the Trustee has acted in contravention of this Trust Deed, the KIID, any provision of the Act, provisions contained in the CIS Code (including the provisions applicable to custodians and custodial services) and any rules and directive issued by the Commission or is guilty of malpractice or irregularity in the management of the affairs of the Scheme, remove the Trustee provided a new Trustee who has been approved by the Commission is appointed simultaneously.

25.7 A new Trustee shall not be appointed without the approval of the Commission.

25.8 The retirement of the Trustee shall take effect at the same time the new Trustee takes office.

25.9 The Trustee shall also act as the custodian of the Scheme. The functions of the Trustee, as the custodian of the Scheme, shall be as set forth in Rule 24 of the CIS Code, which functions shall include, without limitation, hold and deal with the assets

of the Scheme in accordance with the KIID, provisions contained in this Trust Deed, the provisions contained in CIS Code, the provisions contained in the Act, rules and directives issued by the Commission from time to time and in a manner that promotes the best interests of the Holders. The provisions of this Trust Deed that specifically relate to the functions that set forth in the said Rule 24 of the CIS Code, shall constitute the written agreement between the Managing Company and the custodian of the Scheme for the purpose of Rule 25(1) of the CIS Code.

25.10 The Trustee shall, so long as it remains as the trustee of the Scheme, continue as the custodian of the Scheme and the Trustee's custodianship in the Scheme shall automatically cease when it ceases to be the trustee of the Scheme. The new Trustee appointed as the trustee of the Scheme to replace the Trustee shall also be appointed as the custodian of the Scheme, simultaneously with its appointment as the trustee of the Scheme.

26. RETIREMENT AND REMOVAL OF THE MANAGING COMPANY

26.1 The services of the Managing Company shall not be terminated until a new Managing Company which has been licensed by the Commission, has been appointed by the Trustee with the approval of the Commission and written notice of the termination and appointment of the new Managing Company has been sent to the Holders. The termination shall take effect at the same time as the new Managing Company takes office.

26.2 Notwithstanding the provisions of clause 26.1 above, the services of the Managing Company for the time being may be terminated by the Trustee by notice in writing given by the Trustee, with the approval of the Commission, to the Managing Company in any of the following events:

(i) If winding up proceedings of the Managing Company have commenced.

(ii) If the Trustee is, for good and sufficient reason, of the opinion that a change of Managing Company is desirable in the interests of the Holders and states so in writing to the Managing Company.

(iii) If the Holders representing at least seventy-five per centum (75%) of the total Units in issue (excluding those held by the Managing Company) deliver to the Trustee or the Commission, as the case may be, a written request that the Managing Company be removed.

(iv) If the licence issued to the Managing Company by the Commission has been suspended or cancelled.

(v) If the Managing Company has failed to renew its licence granted by the Commission.

(vi) If the Managing Company has violated any provision of the Act, the provisions of the CIS Code and rules and directives issued by the Commission.

In any of the cases aforesaid, the Managing Company for the time being shall, upon receipt of such notice by the Trustee as aforesaid and subject as in paragraph (ii)

above provided, *ipso facto* cease to be the Managing Company , and the Trustee shall by writing under its seal immediately appoint another company incorporated in Sri Lanka and approved by the Commission to be the Managing Company of the Scheme upon and subject to such company entering into such deed or deeds as the Trustee may be advised to be necessary or desirable to be entered into by such company in order to secure the due performance of their duties as Managing Company during the remainder of the period of the Scheme. This provision shall not prejudice the right of the Trustee herein contained to terminate the Scheme in any of the events, in which in accordance with the provisions herein contained the right of terminating the Scheme is vested in the Trustee.

26.3 Subject to Clause 26.1 above, the Managing Company shall have the power to retire in favour of another company incorporated in Sri Lanka approved in writing by the Trustee and any relevant statutory authority, upon and subject to the fulfilment of the following conditions:-

(i) The retiring Managing Company shall, under the seal of the retiring Managing Company, appoint such company by writing as Managing Company of the Scheme on their behalf and assign to such appointees all their rights and duties as such Managing Company .

(ii) Such company shall enter into such deed or deeds as are mentioned in Clause 26.1 above.

(iii) Upon payment to the Trustee of all sums due by the retiring Managing Company to the Trustee hereunder at the date of such retirement, the retiring Managing Company shall be absolved and released from all further obligations hereunder but without prejudice to the rights of the Trustee or of any Holder or other person in respect of any act or omission on the part of the retiring Managing Company prior to such retirement, and the new Managing Company may and shall thereafter exercise all the powers and enjoy all the rights and shall be subject to all the duties and obligations of the Managing Company hereunder as fully as though such new Managing Company had been originally a party hereto.

26.4 Upon any removal or retirement, the removed or retiring Managing Company shall take all necessary steps to ensure that the new Managing Company are entitled to the same rights and interests as the removed or retiring Managing Company .

27. BORROWING POWERS

27.1 Subject to the provisions of this Trust Deed and statutory requirements, the Trustee may, at the request of the Managing Company at any time, make and vary arrangements for the borrowing by the Trustee for the account of the Scheme for the purpose of enabling the Managing Company to cancel or redeem Units in terms of provisions of this Trust Deed.

27.2 Any such borrowing may be effected from any Commercial Bank or other financial institution (including the Managing Company or the Trustee, if they are a bank or financial institution), provided that the Trustee shall exercise due care and diligence in effecting such borrowings at the best interest rates with comparable terms and conditions.

27.3 The principal amount of all such borrowings at any given time outstanding shall at no time exceed fifteen per centum (15%) of the net asset value of the Scheme or other percentage which the Commission may determine, whichever is less.

27.4 Any such borrowing shall be subject to provisions whereby:

(a) such borrowing shall become repayable in the event of the termination of the Scheme; and

(b) such part of such borrowing as may be necessary to enable compliance with Clause 27.3 may be repaid on not more than thirty (30) days' notice by the Trustee.

27.5 For the purposes of securing any such borrowing and any interest and expenses in respect thereof, the Trustee may with the agreement of the Managing Company mortgage, charge or pledge in any manner a part, but not all, the Deposited Property provided that all such mortgages, charges, pledges do not exceed fifteen *per centum* (15%) of the net asset value of the Scheme. Where any part of the Deposited Property or any document of title thereto is for the time being under the custody or control or registered in the name of some person other than the Trustee in consequence of any such mortgage, charge or pledge, the provisions of this Trust Deed as to the custody and control of the Deposited Property or documents of title thereto (including registration of investments) shall be deemed not to have been infringed thereby. Any such mortgage, charge or pledge shall be made upon the terms that the lender and/or its nominee, as the case may be, shall under no circumstances pledge or obligate any part thereof to any other person or use any part thereof to margin, guarantee, secure, discharge or settle any indebtedness, borrowing, trade or contract, or dispose of any part thereof, or treat the same as if any person other than the Trustee (as Trustee of the Trust) and the lender had any interest therein, and that no step shall be taken to enforce the security constituted by such mortgage, charge or pledge until thirty (30) days after notice in writing has been given to the Trustee demanding repayment of the moneys thereby secured. If such a notice is given, the Trustee shall promptly advise the Managing Company who shall promptly effect such sales of Investments as may be necessary to enable such repayment to be effected in due time.

27.6 Any interest on any such borrowing and any expenses incurred in negotiating, entering into, varying and carrying into effect, with or without variation, and terminating such borrowings shall be payable out of the Deposited Property.

27.7 If any arrangements for borrowings pursuant to this Clause are made with the Managing Company or the Trustee, the Managing Company or the Trustee (as the case may be) may retain any benefits arising therefrom.

27.8 Where the Deposited Property or any part thereof is registered in the name of a lender as security for a loan obtained by the Managing Company, the Trustee shall be liable for any act or omission of the lender or his agent with respect to such property.

27.9 Borrowings cannot be used to leverage investment returns. Further, leveraging by borrowing against investments or buying on margin by the Trustee and/or the Managing Company are prohibited, except in case of investments with determinable future maturity dates, with the approval of the Commission.

28. ADVERTISEMENTS

28.1 The Managing Company covenant and undertake that it shall and will not, issue or publish or cause to be issued or published any edition of the KIID or advertisement inviting the public to invest in the Units of the Scheme unless such documents accord with the requirements of the CIS Code and the prior written approval of the Commission has been obtained for the contents of such KIID or advertisement and for its issue or publication.

28.2 The Managing Company may not, without the prior written approval of the Trustee, issue, publish, circulate or cause to be issued, published or circulated any advertisement, application form, sales literature or other printed matter (other than an advertisement or document inviting the public to invest in the Units of the Scheme) for issue to prospective buyers, any report, announcement (other than announcement of prices or yields) addressed to the general body of Holders or to the public or to the press or other communication media, provided however that the Managing Company shall file a copy of such advertisement, circular, document or other publication with the Commission five (5) market days prior to the same being made available to the Holders, public, the press or other communication media.

28.3 In all letters or circulars or advertisements or other publications referring to the issue or sale of Units, reference shall be made to the Trustee only in terms previously approved by the Trustee.

28.4 The Managing Company shall be responsible for obtaining all requisite consents for the issue or publication of any such advertisement, circular, document or other publication from the relevant authorities in any country or state in which issue or publication thereof is effected by the Managing Company or their agents.

29. TERMINATION OF THE SCHEME

29.1 The Trustee may terminate the Scheme upon the happening of any of the following events:

(i) If the licence granted by the Commission to operate the Scheme is cancelled.

(ii) If the Managing Company goes into liquidation (other than voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or if a receiver is appointed for the undertaking of the Managing Company or any part thereof and an alternate managing company cannot be found.

(iii) If, on the expiration of three (03) months after notifying the Managing Company that in the Trustee's opinion a change of Managing Company is desirable, the Trustee has not found another company ready to accept the office of Managing Company of the Scheme and of which the Trustee and Commission approve.

(iv) If it becomes illegal or if any law shall be passed which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue the Scheme.

(v) If, in the opinion of the Trustee, it is impracticable or inadvisable to continue the Scheme and the Holders resolve pursuant to Clause 29 that the Trust be terminated.

(vi) If the Holders representing at least seventy-five per centum (75%) of the total Units in issue (excluding those held by the Managing Company) pass an Extraordinary Resolution to terminate or wind up the Scheme.

(vii) If the Managing Company and the Trustee are of the view that the value of the Deposited Property has fallen below an operationally viable level.

(viii) If the Commission in consultation with the Trustee and the Managing Company has directed the Trustee to wind up the Scheme since the value of the Deposited Property has fallen below an operationally viable level;

(ix) If an order is made by a competent court for the termination or winding up of the Scheme.

29.2 Either the Trustee or the Managing Company may, by giving not less than Three (03) months' notice to the other, with the concurrence of the Commission decide to terminate the Scheme. The party hereto terminating the Scheme shall, unless the matter shall have been referred to arbitration, give notice thereof to all Holders and by such notice fix the date at which such termination is to take effect; provided, however, that such date shall not be less than Three (03) months after service of the said notice.

29.3 Upon the Scheme being terminated:

(i) The Trustee shall, subject to such orders, if any, as may be made by any court of competent jurisdiction, (a) sell all Investments then remaining in its hands as part of the Deposited Property and (b) repay any borrowings effected by the Scheme (together with any interest thereon accrued but remaining unpaid) for the time being outstanding, and such sale and repayment shall be carried out and completed in such manner and within such period after the termination of the Scheme as the Trustee in its absolute discretion thinks advisable.

(ii) The Trustee shall, from time to time at such time or times as it shall deem convenient and in its absolute discretion, distribute to the Holders and the Managing Company *pro rata* to the number of Units held or deemed to be held by them, respectively, all net cash proceeds derived from the realisation of the Deposited Property and any other cash then forming part thereof and available for the purpose of such distribution and shall also distribute, in the manner provided in Clause 15, any moneys standing to the credit of the Distribution Account.

Provided, however, that the Trustee shall be entitled, out of any moneys in its hands under the provisions of this Clause, to (a) retain full provision for all costs, charges, expenses, claims and demands incurred, made or apprehended by the Trustee in connection with or arising out of the liquidation of this Trust and (b) out of the moneys so retained be indemnified

and held harmless against any such costs, charges, expenses, claims and demands.

Every such distribution shall be made to a Holder upon a request in writing by such Holder and upon delivery to the Trustee of such form of request for payment and receipt, if any, as the Trustee shall in its absolute discretion require.

29.4 Any unclaimed proceeds or other moneys held by the Trustee under the provisions of this Clause after the expiration of Twelve (12) months from the date upon which the same become payable shall, subject to the right of the Trustee to deduct therefrom any costs, charges and expenses it may incur in making such payment, be paid by the Trustee to the Public Trustee of the Democratic Socialist Republic of Sri Lanka.

30. HOLDERS' MEETING

30.1 A meeting of the Holders held in accordance with the provisions contained in the Schedule hereto shall, in addition to all other powers conferred upon it by any statute or by this Trust Deed or otherwise, have the following powers, exercisable by Extraordinary Resolution only, namely:

(i) to remove the Managing Company for default or non-compliance with the provisions of the Scheme in terms of this Trust Deed;

(ii) to remove the Trustee;

(iii) to remove the Auditors;

(iv) to appoint a committee of Holders and define its constitution and powers (including the power to institute or defend legal proceedings on behalf of one or more Holders), to remove all members of such committee and appoint others in their place, and/or to dissolve such committee and provide for payment of its costs and expenses out of the Deposited Property;

(v) to assent to any modification of the provisions contained in this Trust Deed which shall be proposed by the Managing Company and assented to by the Trustee; and

(vi) to terminate the Scheme.

30.2 The provisions contained in the Schedule hereto shall have the same effect as if such provisions were set forth herein.

30.3 All expenses of and incidental to the holding of a meeting/s of Holders in accordance with the provisions of the Schedule shall be borne as follows:

(i) If (a) the meeting is held at the request of Holders or (b) the Trustee certifies that, in its opinion, the meeting is held for the benefit of Holders, the said expenses shall be borne by the Scheme and paid by the Trustee out of the Deposited Property.

(ii) In any other event the said expenses shall be borne by the Managing Company.

31. NOTICES

31.1 Any notice or other document required to be served upon or sent to a Holder shall be deemed to have been duly given or served if sent through electronic mail or by registered post to or left at the address of the said Holder as appearing on the Register and, in the case of joint Holders, the address of such Holder which is named first on the Register. Any notice or document so sent by electronic mail shall be deemed to be served immediately upon dispatch to the electronic mail address provided by the Holder or sent by post shall be deemed to have been served or received two (02) days after the day on which the same was posted, and in proving such service or receipt it shall be sufficient to prove that the envelope or wrapper containing such notice or document was properly addressed, stamped and posted.

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

31.3 Any notice or document sent by electronic mail or post to or left at the last known address of a Holder in pursuance of this Trust Deed shall, notwithstanding that such Holder be dead or bankrupt and whether or not the Trustee or the Managing Company had notice of his death or bankruptcy, be deemed to have been duly served or sent, and such service shall be deemed sufficient service on and/or receipt by all persons interested (whether jointly with or claiming through or under the respective Holder) in the Units concerned.

32. TRUST DEED

A copy of this Trust Deed and of any supplemental deed shall be (i) available for inspection free of charge at the offices of the Managing Company at all times during usual business hours and (ii) supplied by the Managing Company to any person on application at a charge of Sri Lanka Rupees Two Thousand (LKR 2,000/-) per copy document (or such other amount as the Trustee and the Managing Company may from time to time agree) to be retained by the Managing Company . A copy of the Trust Deed may be provided in electronic format.

33. MODIFICATION OF THE TRUST DEED

Subject to the provisions of any statutory law and the approval in writing of the Commission, the Trustee and the Managing Company shall be entitled to, by trust deed supplemental hereto, modify or alter or add to the provisions of this Trust Deed in such manner and to such extent as they may consider expedient for any purpose. PROVIDED THAT the Trustee shall certify in writing that, in its opinion, such modification or alteration or addition:

(a) (i) does not materially prejudice the interests of the then existing Holders and/or operate to release the Trustee, the Managing Company and/or any Connected Person of the Trustee or the Managing Company from any responsibility to Holders; or

(ii) is necessary to comply with fiscal, statutory or other official requirements; and

(b) is not in conflict with the CIS Code issued by the Commission or any condition laid down in the licence granted by it.

Unless condition (a)(i) or (a)(ii) is met, no modification, alteration or addition shall be made to the Trust Deed except by an Extraordinary Resolution of the Unit Holders, provided however that no modification, alteration or addition to the Trust Deed shall impose upon any Holder any obligation to make any further payment in respect of his Units or to accept any liability in respect thereof. Where the Trust Deed has been modified, altered or supplemented to comply with fiscal, statutory or other official requirements, the Unit Holders must be notified immediately.

34. GOVERNING LAW

The Managing Company and the Trustee covenant with each other and the Holders of the Units for the time being and from time to time to observe and comply with the provisions of the Act, CIS Code and any other law pertaining to the concept of trust in Sri Lanka and wherever else applicable.

35. SECRECY

The Trustee and the Managing Company and every director, officer or employee of the Trustee and/or the Managing Company who is in any way engaged in the business of this Scheme and all persons employed or engaged by the Trustee or Managing Company in connection with the business of the Scheme shall, before assuming their duties, sign a declaration pledging themselves to observe strict secrecy with respect to all matters relating to or concerning the Scheme and all transactions of the Scheme, its customers and all matters relating thereto, and shall by such declaration also pledge themselves not to reveal any matter which may come to their knowledge in the discharge of their duties except when required to do so:

(i) by the Board of the Trustee or the Managing Company ;

(ii) by a competent court of law;

(iii) by the person to whom such matters relate;

(iv) in the performance of their duties; or

(v) in order to comply with the provisions of any applicable law.

36. INDEMNITY

Without prejudice to the limitation of liability of the Trustee for breaches of trust as allowed by law, the Trustee shall not be liable and shall stand fully indemnified in respect of any loss, damage, claims or suit arising from or in connection with any matter or thing done by the Trustee in the proper exercise by the Trustee of the powers and duties of the Trustee under the Trust Deed or any instrument in law, except for any loss damage, claim or suit occasioned by fraud or negligence on the part of the Trustee, its officers, employees and/or agents.

37. INCORPORATION OF STATUTORY PROVISIONS AND REGULATIONS

All the provisions of the Act, the CIS Code and any and all regulations duly promulgated thereunder shall be deemed for all purposes to be incorporated in this Trust Deed as part and parcel hereof and shall have effect accordingly and nothing repugnant thereto in this Trust Deed.

IN WITNESS WHEREOF Sanjay Kulatunga and Naveen Gunawardane, two Directors of LYNEAR Wealth Management (Private) Limited and Janath Ilangantileke and Prabath Samindra the duly appointed attorneys of Deutsche Bank AG, Colombo Branch have set their respective hands hereunto and to one other of the same tenor at Colombo on this 3rd day of November Two Thousand and Twenty Five.

SCHEDULE

MEETINGS OF HOLDERS

1. (a) *The Trustee and/or the Managing Company , respectively, may and the Managing Company at the request in writing of the Holders of not less than Twenty Five Per centum (25%) of the Units at any time shall convene a meeting of Holders at such time and place in Colombo (subject as hereinafter provided) as the parties convening the meeting may think fit, and the following provisions of this Schedule shall apply thereto.*

   (b) *The Managing Company or the Trustee may, with concurrence of the respective other, at their discretion convene a meeting of Holders to transact any business.*

2. *The Trustee, the Managing Company and the Connected Persons shall disclose their interest whenever any business in which they have a material interest is being discussed at any meeting of the Holders. If at such a meeting any resolution is being passed by voting by proxy or otherwise and more than 50% of those present at such meeting object to the resolution so passed, such objection may be submitted in appeal to the Commission whose decision shall be final.*

3. *A meeting of the Holders may, at the discretion of the Managing Company , be held either—*

(i) by a number of Holders who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or

(ii) by means of audio, or audio and visual communication through an electronic platform and/or application specified by the Managing Company by which all Holders participating and constituting a quorum, can simultaneously hear each other throughout the meeting.

A meeting of the Holders shall be convened:

(a) by giving at least twenty one (21) days' notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) to the Holders in the manner provided in this Trust Deed; or

(b) by publishing at least Fourteen (14) days' (exclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) before the date of the proposed meeting, a notice of the meeting in all three languages (Sinhala, Tamil and English) in a daily newspaper circulating generally in Sri Lanka.

Such notice shall specify the place, day and hour of the meeting and the terms of any resolution to be proposed thereat.

4. *Such a meeting shall be held at the time specified in the notice, being not later than Two (02) months after the giving of notice and in accordance with the provisions of any applicable statute.*

5. *At any meeting not less than twenty-five (25) Holders present in person or by proxy shall form a quorum for the transaction of business. No business shall be transacted at any meeting unless the requisite quorum is present at the commencement of business.*

(i) The Trustee shall nominate one of its representatives to preside as chairman at every meeting or adjourned meeting of the Holders. If the Trustee has not nominated a chairman for a meeting or if at any meeting the representative nominated be not present within Five (05) minutes after the time appointed for the holding of the meeting or be unwilling to act, then the Managing Company shall nominate one of its representatives to preside as chairman of the meeting. If the Managing Company also has not nominated a chairman at the relevant meeting or if the representative nominated is not present within a further Five (05) minutes after the first period of Five (05) minutes referred to above or is unwilling to act, then the Holders present shall choose one of their number to be the chairman of the meeting; provided further that at meetings where the Managing Company or the Trustee are prohibited from voting in terms of Clause 2 above, the Holders entitled to vote shall choose one of their number to be the chairman of the meeting.

(ii) The term "Chairman" shall, in this Schedule hereafter, mean the chairman of the meeting, where the context so requires or admits.

6. *If within an hour from the time appointed for a meeting a quorum is not present, the meeting shall (i) if convened upon the requisition of the Holders, be dissolved, and*

(ii) in any other case, stand adjourned to such day and time not being less than Fifteen (15) days thereafter and to such place in Colombo as may be appointed by the Chairman; and at such adjourned meeting the Holders present in person or by proxy shall be a quorum for the transaction of business including the passing of Extraordinary Resolutions. At least Five (05) days' notice of any adjourned meeting of Holders shall be given in the same manner as for an original meeting, and such notice shall state that the Holders present at the adjourned meeting, whatever their number and the number of Units held by them, will form a quorum.

7. *The Chairman (i) may with the consent of any meeting at which a quorum is present and (ii) shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.*

8. *At any meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by (i) the Chairman or (ii) not less than two (2) Holders present in person or by proxy or (iii) the Trustee. A demand by a proxy is deemed to be a demand by the Holder appointing the proxy. The Chairman shall exercise his power to demand a poll if requested to do so by the Managing Company. A demand for a poll may be withdrawn at any time.*

   Notwithstanding any provision to the contrary contained herein, in the case of any meeting of the Holders held by means of audio, or audio and visual communication through an electronic platform and/or application specified by the Managing Company as referred to in Paragraph 3(i) above, voting shall, unless a poll is demanded as aforesaid be by Holders signifying individually their assent or dissent by voice or any other electronic platform and/or application available to express and record such assent or dissent.

9. *Unless a poll is so demanded and the demand be not withdrawn, a declaration by the Chairman that a resolution has been lost or carried unanimously or by a simple majority or by a particular majority of the Holders present and voting shall be conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against such resolution.*

10. *If a poll is duly demanded, it shall be taken in such manner as the Chairman may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.*

11. *A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chairman directs. No notice need be given of a poll not taken immediately.*

12. *Subject as aforesaid, the demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.*

13. *On any vote taken other than by a poll, every Holder who (being an individual) is present in person or (being a corporation) is present by one of its duly authorised officers as its proxy shall have one vote.*

14. *In the case of joint Holders, the vote of the first named of the joint Holders, whether in person or by proxy, shall be accepted to the exclusion of the vote/s of the other joint Holder/s.*

15. *On a poll, votes may be given either personally or by proxy or in any other manner (including the use of ballot papers or electronic or computer voting systems) as the Chairman may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Chairman may (and, if so directed by the meeting, shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll. On a poll, every Holder who is present in person or by proxy or by attorney duly authorised by a Power of Attorney deposited with the Trustee or the Managing Company, as may be directed, shall have one vote for every Unit of which he or it is registered as the Holder.*

16. *The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing. A person appointed to act as proxy need not be a Holder. The instrument need not be witnessed.*

17. *Any corporation which is a Holder in the Scheme may by resolution of the directors or other governing body of such corporation and in respect of any Unit or Units in the Scheme of which it is the Holder authorise such individual as it thinks fit to act as its representative at any general meeting of the Holders. The individual so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise in respect of such unit or units if it were an individual Holder and such corporation shall for the purposes of this Trust Deed be deemed to be present in person at any such meeting if an individual so authorised is so present.*

18. *The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority shall be deposited at such place as (i) the Trustee or (ii) the Managing Company with the approval of the Trustee may in the notice convening the meeting direct or, if no such place is appointed, then at the Registered Office of the Managing Company not less than forty eight (48) hours before the time appointed for holding the meeting or adjourned meeting (or, in the case of a poll, before the time appointed for the taking of the poll) at which the person named in the instrument proposes to vote, and in case of a default the instrument of proxy shall not be treated as valid. The instrument appointing a proxy shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates. No instrument appointing a proxy shall be valid after the expiration of Twelve (12) months from the date named in it as the date of its execution.*

19. *An instrument of proxy shall be in writing and may be in the following form or in any other form which the Managing Company shall approve:*

"I……of ……being a Holder of ……Units numbered …… of and in the Unit Trust known as [ ] hereby appoint …… of …… as my proxy to vote for me and on my behalf at the meeting of the Holders of Units of and in the said Unit Trust to be held on the …… day of …… 20… … and at any adjournment thereof. In witness whereof I have set my hand hereunder this …… day of ……20…."

20. *A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the (i) previous death or insanity of the principal or (ii) other transmission by operation of law of the title to the Units concerned or (iii) revocation of the proxy or of the power of attorney or other authority under which the proxy was signed or (iv) the transfer of the Units in respect of which the proxy was given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received at the place appointed for the deposit of proxies or, if no such place was appointed, at the Registered Office of the Managing Company at least two (2) hours before the commencement of the meeting or adjourned meeting at which the proxy is used.*

21. *Where a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any Holder on the ground (however formulated) of mental disorder, the Managing Company may in its absolute discretion upon or subject to production of such evidence of the appointment as the Managing Company may require, permit such receiver or other person on behalf of such Holder to vote on a poll in person or by proxy at any meeting of Holders or class meeting or to exercise any right other than the right to vote on a show of hands conferred by ownership of Units in relation to such a meeting.*

22. *The Register shall be closed for not more than three (03) consecutive days terminating on the day of the meeting, and notice thereof shall be given by public advertisement as in the case of notices of all meetings.*

23. *Minutes of all resolutions and proceedings at every meeting shall be made and duly entered into books from time to time to be provided for that purpose by the Managing Company at their expense, and any such minutes as aforesaid if purporting to be signed by the Chairman of the meeting shall be conclusive evidence of the matters therein stated until the contrary is proved, and every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed thereat to have been duly passed.*

24. *Every resolution duly passed at a meeting shall be binding upon all Holders whether present or not present at the meeting, and each of the Holders and the Trustee and the Managing Company shall, subject to the provisions relating to indemnity in this Trust Deed contained, be bound to give effect thereto accordingly.*

25. *No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to be or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the Chairman whose decision shall be final and conclusive.*

26. *The words and expressions appearing in this Schedule shall have the same meanings as are assigned to them in the Trust Deed constituting the Unit Trust of which this Schedule is a part.*

The signature of Sanjay Kulatunga and Naveen Gunawardane, two Directors of **LYNEAR Wealth Management (Private) Limited** were placed hereunto on this 3rd day of November 2025 at Colombo)

LYNEAR Wealth Management (Pvt) Ltd
3/1, Lake Crescent - Colombo 2
Sri Lanka.

Witnesses:

1. Nalinka Thenuwara 895334014v
2. Shehran Jayawardena 857643211 V

The signatures of Janath Ilangantileke and Prabath Samindra, the authorized signatories of **Deutsche Bank AG, Colombo Branch** were placed hereunto on this 3rd day of November 2025 at Colombo)

Witnesses:

1. Anton Joseph 842090989V
2. Niroshan Chandrapal