

TRUST DEED

FOR THE PRIVATE PLACEMENT OF FIVE HUNDRED (500) TYPE A SUBORDINATED, FIXED RATE, SECURED, REDEEMABLE ONE (01) YEAR DEBENTURES OF RS. 100,000 EACH AND FIVE HUNDRED (500) TYPE AA SUBORDINATED, FIXED RATE, SECURED, REDEEMABLE ONE (01) YEAR DEBENTURES OF RS. 100,000 EACH BY A&A COLLABORATIVE FUND (PRIVATE) LIMITED.

This Trust Deed is made on this Eleventh (11th) day of July 2022

BETWEEN

A&A COLLABORATIVE FUND (PRIVATE) LIMITED a Company duly incorporated in Sri Lanka bearing registration number PV 00242962 of No. 9/2, Sovis Mawatha, Kala-Eliya, Ja-Ela in the Democratic Socialist Republic of Sri Lanka (hereinafter called "**the Company**") and which term or expression herein used shall where the context so requires or admits mean and include the said **A&A COLLABORATIVE FUND (PRIVATE) LIMITED**, its successors and assigns) of the **ONE PART**;

AND

GANLATHS INTERNATIONAL LEGAL CONSULTANTS having its registered office at Ganlaths, Galadari Hotel, No. 64, Lotus Road, Colombo 01 in the Democratic Socialist Republic of Sri Lanka (hereinafter referred to as "**the Trustee**") and which term or expression hereinafter used shall where the context so requires or admits mean and include the said **GANLATHS INTERNATIONAL LEGAL CONSULTANTS** its successors and assigns) of the **OTHER PART**;

Whereas

- The company being duly empowered in that behalf by its Articles of Association has resolved by resolution dated 3rd of November 2021 of its Board of Directors to raise a sum not exceeding Sri Lankan Rupees One Hundred Million (LKR 100,000,000/-) by the issue of Type A subordinated, fixed rate, secured, redeemable debentures and Type AA subordinated, fixed rate, secured, redeemable debentures each of the par value of Rupees One Hundred Thousand (LKR 100,000/-) each, having tenures and bearing interest at the rates hereinafter mentioned.
- The said Debentures shall be constituted in the manner and upon the terms and conditions hereinafter contained;
- The Trustee being duly qualified to Act as a Trustee has agreed to accept the Office of Trustee and act under the provisions of this Deed as Trustee for the benefit of and in the interests of the Debenture Holders on the terms hereinafter contained.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

I. DEFINITIONS

- a) In these Presents unless the subject or context otherwise requires the following expressions shall have the respective meanings given below;
 - i) "**CERTIFICATE**" means any certificate required to be issued under these Presents and they may be signed on behalf of the Company by (a) a Director and the Chief Executive Officer or (b) a Director and the Company Secretary or (c) any two other Officers specifically authorised by the Board of the Company to issue such a certificate.
 - ii) "**DATE OF ISSUE**" means the date on which the Debentures will be allotted to the Debenture Holder as stated in the Debenture Certificate.

- iii) **"DATE OF REDEMPTION / MATURITY"** means the date on which the Capital/Principal value of the Debentures will be paid as stated in the Debenture Certificate or such earlier date on which the Debenture may become redeemable in accordance with these Presents and such later date on which the Debentures may be redeemable in the circumstances set out in Clause 4 (a).
- iv) **"DEBENTURE HOLDERS"** means the holders for the time being of the Debentures whose names are for the time being entered as holders of Debentures in the Register.
- v) **"DEBENTURES"** shall mean
- (a) **Class A:** Secured Subordinated Redeemable One (01) year Debentures of LKR 100,000/- each, carrying a Fixed Interest Rate of 25.00% per annum on the principal sum payable at maturity.
 - (b) **Class AA:** Secured Subordinated Redeemable One (01) year Debentures of LKR 100,000/- each, carrying a Fixed Interest Rate of 24.00% per annum on the principal sum payable monthly.
- vi) **"EVENT OF DEFAULT"** means any event set out in Clause 11
- vii) **"EXTRAORDINARY RESOLUTION"** means a resolution passed by the holders of not less than three fourth (3/4) in value of the Debenture Holders present and voting on such resolution.
- viii) **"INTEREST PAYMENT DATE"** shall mean
- (a) **Class A:** the date of maturity of the Debenture
 - (b) **Class AA:** the dates on which payments of interest in respect of the Debentures shall fall due which shall be monthly on the expiry of every one (01) month from the Date of Issue of the Debentures and every one month therefrom until the Date of Redemption
- ix) **"INTEREST PERIOD"** shall mean
- (a) **Class A:** the period commencing from the Date of Issue and ending on the date immediately preceding the Date of Redemption (inclusive of the aforementioned commencement date and end date)
 - (b) **Class AA:** the one (01) month period from the date immediately succeeding a particular Interest Payment Date and ending on the next Interest Payment Date (inclusive of the aforementioned commencement date and end date) and shall include the period commencing from the Date of Issue and ending on the first Interest Payment Date (inclusive of the aforementioned commencement date and end date) and the period from the date immediately succeeding the last Interest Payment Date before the Date of Redemption and ending on the date immediately preceding the Date of Redemption (inclusive of the aforementioned commencement date and end date)
- x) **"RATE OF INTEREST"** means with respect to
- (a) **Class A:** Fixed Coupon Rate of 25.00% p.a. payable at Maturity.
 - (b) **Class AA:** Fixed Coupon Rate of 24.00% p.a. payable monthly.
- xi) **"REGISTER"** means the Register of the Debenture Holders hereinafter covenanted to be kept by the Company.
- xii) **"REGISTERED ADDRESS"** when used in relation to a Debenture holder means the respective address of the Debenture Holder registered in the Register.
- xiii) **"REGISTRARS"** means the Company Secretary of the company or such other person or persons to be appointed as the Registrars for the purpose of these presents by the Company.
- xiv) **"RESOLUTION"** means a Resolution passed by the Debenture holders in terms of Clause 21 hereof unless otherwise provided for.
- xv) **"SRI LANKAN RUPEES"** and the sign "LKR" mean the lawful currency of the Republic of Sri Lanka.
- xvi) **"SECURED"** with respect to Debentures shall mean that the Debenture shall be secured against Twenty-Five percentum (25%) of the shares of A&A Collaborative Fund (Pvt) Ltd. amounting to One Million (1,000,000) shares in the company.
- xvii) **"SUBORDINATED"** with respect to Debentures shall mean that the claims of Debenture Holders shall in the event of winding up of the Company rank after all the claims of unsecured and other Secured Creditors of the Company and any preferential claims under any Statutes governing the Company but shall rank in priority to and over the claims and rights of the ordinary Shareholder/s of the Company.

- xviii) **"THESE PRESENTS"** means this Trust Deed as from time to time modified in accordance with the provisions herein contained and/or according to law and shall include any Supplementary Trust Deed executed in accordance with the provisions hereof.
- xix) **"TRUST DEED"** means these Presents as from time to time modified in accordance with the provisions herein contained and/or according to law and shall include any Supplementary Trust Deed executed in accordance with the provisions hereof.
- xx) **"TRUSTEE"** means Ganlaths International Legal Consultants or its successors or assigns.
- xxi) **"WORKING DAY"** means any day (other than a Saturday or Sunday or any statutory holiday) on which Banks and foreign exchange markets are open for business in Sri Lanka.
- b) Words denoting or importing the singular number shall include the plural number and vice versa and words denoting or importing the masculine gender only shall include the feminine gender and shall include corporate and unincorporated bodies of persons.
- c) In these Presents reference to:
 - i) Any provision of any statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made there under or under such modifications or re-enactment
 - ii) Principal and/or interest in respect of the Debentures or to any monies payable by the Company under these Presents or under the Debentures shall be deemed also to include references to any additional amounts which maybe be payable under these Presents.
 - iii) A month shall be a reference to the time from any day of one calendar month to the corresponding day of the next calendar month.
- d) References in this Trust Deed to clauses, sub-clauses, paragraphs and sub-paragraphs shall be constructed as references to the clauses, sub clauses, paragraphs and sub-paragraphs of this Trust Deed respectively.
- e) The headings are inserted herein only for convenience and shall not affect the construction of these Presents.

2. APPOINTMENT OF THE TRUSTEE

The Trustee is hereby appointed as Trustee for the purposes of the Debentures and for the benefit of and in the interest of the Debenture Holders as provided herein and the Trustee accordingly accepts the appointment upon the terms and conditions contained herein and agrees to act under the provisions of this Trustee Deed as the Trustee.

The Trustee hereby declares and confirms that there is no conflict of interest between the Company and the Trustee and its Directors in connection with the said Debenture issue.

3. AMOUNT OF THE DEBENTURE ISSUE AND ISSUE OF DEBENTURES

Debentures will be issued by the Company to raise a sum of up to Sri Lanka Rupees One Hundred Million (Rs 100,000,000/-).

4. COVENANTS TO REPAY THE PRINCIPAL SUM AND PAY INTEREST ON THE DEBENTURE

- a) The Company hereby covenants with the Trustee for the benefit of the Debenture Holder that it will;
 - i) Pay on the Date of Redemption to Debenture Holders registered as at the Date of Redemption/Maturity (in case of joint Debenture holders to the one whose name appears first in the Register of the Debenture Holders on the date of redemption/maturity) in accordance with the provisions of these Presents upon the Debenture Holders surrendering the Debenture Certificate to the Company Secretary or Registrar, either through an electronic fund transfer mechanism recognised by the banking system of Sri Lanka such as SLIPS (Sri Lanka Interbank Payment System) and RTGS (Real Time Gross Settlement System) in the event accurate bank

account details of the Debenture Holders are provided to the Registrar to effect such transfers; or by cheque/s marked "Account Payee Only" sent by ordinary mail to the registered addresses provided by the Debenture Holders to the Registrar, at the risk of the Debenture Holders, if bank account details are not provided to the Registrar or the bank account details provided to the Registrar are inaccurate; the Principal sum of the Debentures which ought to be redeemed and interest (if any) remaining unpaid up to the date immediately preceding the Date of Redemption of the Debentures. RTGS transfers however could be effected only for amounts over and above the maximum value that can be accommodated via SLIPS transfers.

- ii) The Debentures shall be redeemed at par in accordance with the provisions contained in these Presents on the date of maturity or on such earlier date in the event of default together with interest (if any) remaining unpaid therefore. If the Date of redemption/maturity falls on a non-working day on which the Banks are closed for business in Sri Lanka, then the Debentures shall be redeemed without any additional interest on the next working day when the Banks are open for business in Sri Lanka.
 - iii) In the event of there being any delay in the redemption of the Debentures, due to a default by the Company, the Company shall pay an additional interest (in addition to the Rate of Interest) on the unpaid principal sum at a rate of one percent (1%) more than the coupon rate per annum from the Date of Redemption until such sum is paid in full.
 - iv) The Registrars shall at least 07 working days prior to the Date of maturity/Redemption of the Debentures send a reminder to the Debenture Holders to surrender the Debenture Certificates for redemption on the Date of maturity/redemption. On or before the Date of maturity/redemption the holder of every such Debentures to be redeemed shall be bound to surrender such Debenture Certificate, either by person or through registered post to the Registrars.
 - v) All Debenture Certificates pertaining to the Debentures redeemed as aforementioned shall be cancelled and shall not be reissued.
- b) The Company hereby covenants with the Trustee for the benefits of the Debenture Holder that it will;
- i) Pay on each applicable Interest Payment Date to the Debenture Holders in accordance with the provisions of these Presents either through an electronic fund transfer mechanism recognised by the banking system of Sri Lanka such as SLIPS and RTGS, in the event accurate bank account details of the Debenture Holders are provided to the Registrar to effect such transfers; or by cheque/s marked "Account Payee Only" sent by ordinary mail to the addresses provided by the Debenture Holders to the Registrar, at the risk of the Debenture Holders, if bank account details are not provided to the Registrar or the bank account details provided to the Registrar are inaccurate; the interest payable on such Interest Payment Date. RTGS transfers however could be effected only for amounts over and above the maximum value that can be accommodated via SLIPS transfers.
 - ii) The interest calculation shall be based upon the actual number of days in each Interest Period (actual/actual)
 - iii) In the event of there being any delay in the payment of interest, due to a default by the Company, the Company shall pay an additional interest (in addition to the Rate of Interest) on such unpaid interest at the rate of one percent (1%) more than the coupon rate per annum from the Interest Payment Date until such sum is paid in full.
- c) The payment of the principal sum and interest shall be made in Sri Lankan Rupees.
- d) Any payment shall be deemed to have been made on the Date of Redemption or the Interest Payment Date as the case may be if the cheques are dispatched not later than five (05) working days from such date or the SLIPS transfer or the RTGS transfer is made not later than five (05) working days from such date.

- e) If any Debenture Holder fails or refuses to claim by the surrender of the Debenture Certificate and receive payment of the interest or redemption monies payable to such Debenture Holder, or any part thereof within ninety (90) days from the Interest Payment Date or the Date of Redemption of the Debentures as the case may be, the amount due to him shall be transferred by the Company to a suspense account maintained separately with the Trustee at the end of Ninety (90) days after the Interest Payment Date or the Date of Redemption of the Debentures and shall be paid by the Company to the Debenture Holder when a claim is duly made and the Debenture Certificate is surrendered and no interest will be payable by the Company on such interest or redemption monies for the period between the Interest Payment Date or the Date of Redemption as the case may be and the date of the said payment unless the non-payment is due to a default on the part of the Company.
- f) No person shall be entitled to claim any such payment after the completion of six (06) years from the Interest Payment Date or the Date of Redemption and all unclaimed monies shall cease to be owed and payable by the Company to any Debenture Holder after the said period of six (06) years and such moneys will be returned to the Company by the Trustee.
- g) If any cheques for redemption and/or interest payments sent by post to the Debenture Holders are returned to the Company undelivered, the amounts represented by each of such returned cheques shall also be transferred by the Company to the aforementioned suspense account maintained with the Trustee and retained therein for a period of six (06) years from the Interest Payment Date or the Date of Redemption of the Debentures. Such monies will be repaid to the Debenture Holders if the same is claimed in writing by such Debenture Holder with the said six (06) years period and no interest will be payable by the Company on such interest or redemption monies for the period between the Interest Payment Date or the Date of Redemption as the case may be and the date of the said payment.
- h) No person shall be entitled to claim any such redemption and/or interest payment after the completion of six (06) years from the Interest Payment Date or the Date of Redemption and all unclaimed monies shall cease to be owed and payable by the Company to any Debenture Holder after the said period of six (06) years and such moneys will be returned to the Company by the Trustee.

5. SECURITY FOR DEBENTURES

The Company hereby covenants with the Trustee for the benefit of the Debenture Holders that the Company shall secure: the payment of Capital/Principal amount due on the **Debenture Classes A and AA**, against Twenty Five percentum (25%) of the existing shares of A&A Collaborative Fund (Pvt) Ltd. and obtain the consent of the trustee and the Holders of the respective Debentures for any release or substitution of the existing security or the assets that constitutes the existing security.

6. ISSUE OF CERTIFICATES

- a) The Company shall within 14 working days from the date of allotment of the Debentures send by Registered Mail the Debenture Certificate to the Debenture Holders.
- b) The Company shall, issue to every Debenture Holder one (01) Certificate in respect of the units of Debentures held by such Debenture Holder. Joint Debenture Holders shall be entitled to only one Certificate for any Debentures held jointly by them which Certificate shall be dispatch to that one of the Joint Holders whose name appears first in the Register of Debentures and the Company shall not be bound to register more than two persons as the Joint Holders of any of the Debentures. A Debenture Holder may apply in writing to the Company for the issue of more than one Certificate for two or more units of Debentures if he so wishes. Upon the Certificate which it is applied to be replaced by two or more Certificates being surrendered to the Company and on the payment of such fees as the Company may determine from time to time for such issue the Company shall issue

to the Application Debenture Holder two or more Certificates for such Debentures as the Applicant may apply for.

- c) The Certificate for the Debentures shall be substantially in the form set out in the First Schedule hereto and the Certificate shall be held subject to and with the benefit of all such conditions or such other conditions (having substantially the same effect) as may be endorsed on any Debenture Certificate.
- d) Every Debenture Certificate shall be under the seal of the Company affixed with the authority of its Directors and in the manner provided for by the Articles of Association for the time being of the Company.
- e) If the Debenture Certificate is worn, defaced, lost or destroyed a duplicate certificate may be issued at the request of a Debenture Holder on the payment of such fee not exceeding LKR 500/- and on such terms as to evidence and indemnity as the Company shall think fit.
- f) In the event of loss of a Debenture Certificate the Company shall require an advertisement to be placed in one of the main newspapers in daily circulation, in Sri Lanka and the cost of such advertisement shall be borne by the Debenture Holder. Any stamp duty/taxes/charges payable on such certificate shall be borne by the Debenture Holder.

7. STAMP DUTY AND OTHER CHARGES (IF ANY)

The Company shall pay all charges, stamp duties and other similar duties or taxes (if any) payable on or in connection with (i) the issue of the Debentures and (ii) the execution of these Presents.

8. TRANSFER OF DEBENTURES

- a) The Debentures are transferable free from any equities or set off between the Company and the original or any intermediate Debenture Holder and registration of such transfer shall not be subject to any restriction save and except to the extent required for compliance with statutory requirements.
- b) A change of ownership of these Debentures shall be in writing under the hand of the Debenture Holder (or where appropriate by persons authorised by law to do so) and of the Transferee which shall be retained by the Company. Subject to the restrictions set out above as may be applicable all transfers of Debentures may be effected by instrument in writing in any usual or common form. The Company may demand a fee of LKR 500/- for any registration of any change of ownership of the Debentures. No transfer will be registered unless the duly perfected Transfer Form along with the Debenture Certificate and stamp duty, if any, payable is presented to the Company Secretary, who shall maintain a Register of the Debenture Holders.
- c) Subject to the provisions contained herein the Company may register without assuming any liability any transfer of Debentures, which are in accordance with the statutory requirements.
- d) In case of death of the Debenture Holder
 - i) The survivor where the deceased is Joint Holder; and
 - ii) The Executors or Administrators of the deceased where the administration of the estate of the deceased is in law not compulsory the heirs of the deceased where such Debenture Holder was the sole or surviving holder; shall be the only person recognised by the Company as having any title to his Debentures.
- e) Any person becoming entitled to any Debentures in consequence of bankruptcy or winding up of any Debenture Holder, upon producing proper evidence that he sustains the character in respect of which he proposes to act or his title as the Board of Directors of the Company thinks sufficient may in the discretion of the Board be substituted and accordingly registered as a Debenture Holder in respect of such Debenture subject to applicable laws, rules and regulations pertaining to the Company.
- f) No change in ownership in contravention of these conditions will be recognised by the Company.

9. COVENANT TO OBSERVE THE PROVISIONS OF THE TRUST DEED

The Company hereby covenants with the Trustee to comply with the provisions contained herein and to perform and observe the same. It is expressly agreed between the Company and the Trustee that the Trustee shall not be liable for any loss or damage however caused by non-observance or non-compliance with the covenants contained in Clause 10 by the Company.

10. COVENANTS BY THE COMPANY

The Company hereby covenants with the Trustee for the benefit of the Debenture Holders that, so long as any of the Debentures remain outstanding

- a) The Company shall at all times carry on and conduct its affairs in a proper and appropriate manner
- b) The Company shall at all times keep such books of accounts as it is obliged to keep under the applicable laws and (to the extent not prohibited by law or otherwise by virtue of any duty of confidentiality) at any time after an Event of Default shall have occurred or the Trustee shall have reasonable cause to believe that an Event of Default will occur, allow a reputed audit firm appointed by the Trustee in consultation with the Company free access to the same at all times during working hours and to discuss the same with the Directors and Officers of the Company, provided however that the Trustee and the audit firm shall, to the extent legally permitted, maintain confidentiality in respect of all the matters relating to the Company and its business and shall not use any information they acquire pursuant to these provisions for any other purpose.
- c) The Company shall issue a Certificate in writing to the Trustee;
 - i. Within five (05) days from each Interest Payment Date, certifying that the interest on the Debentures have been paid to the Debenture Holders in terms of Clause 4 (b);
 - ii. Within five (05) days from the Date of Redemption certifying that the principal amount has been paid to the Debenture Holders in terms of Clause 4(a).
- d) The Company shall issue to the Trustee such certificates and provide such information as the Trustee may require in order to carry out its duties and obligations in terms of these Presents provided such certificates can be issued or such information can be provided by the Company without committing a breach of its duty of confidentiality to any person or entity
- e) The Company shall at all times keep a correct Register of Debenture Holders showing:
 - i) The name and addresses (which shall be the registered addresses of the Debenture Holders) of all Debenture Holders.
 - ii) The number and value of the Debentures held by each Debenture Holder
 - iii) The date on which each Debenture Holder became registered as the Holder of any Debentures and the date on which he ceased to be so Registered.
- g) The company shall keep a record of the number of Debentures which have been issued and, the date of such issue and the persons to whom such Debentures were issued.
- h) The Company shall permit the Trustee and the Debenture Holders at all reasonable times without payment of any fee to inspect any records maintained by the Company referred to in Clause 10(b) above and to take copies thereof.
- i) The Company shall
 - i) Within Fourteen (14) days from the end of every semi-annual period commencing from the Date of Allotment submit a certificate to the Trustee signed by a Director and the Company Secretary certifying that all the covenants set out in Clause 10 hereof have been complied with. In the event the Company defaults in submitting such Certificate the Trustee shall treat it as an event of Default as set out in Clause 11 hereof.
 - ii) forthwith upon the Company becoming aware of the happening of any and every such event as is mentioned in Clause 11 hereof give notice thereof in writing to the Trustee provided that the Company shall in any event issue a Certificate to the Trustee within thirty (30) days from the end of every semi-annual period commencing from the Date of Allotment of the Debentures

certifying that no event mentioned in paragraphs (a)(ii) and (a)(iii) of Clause 11 herein has occurred during the previous six (06) month period which would have resulted in the Debentures becoming payable in terms of the said Clause 11. In the event the Company defaults in submitting such Certificate the Trustee shall treat it as an event of Default as set out in Clause 11 hereof.

- j. The Company shall make available the Trust Deed in full on the Company's web site until the Date of Redemption and shall make available to any Debenture Holder on request a certified copy of the Trust Deed upon payment of a fee of LKR 500/-
 - k. The Company shall send to the Trustee and publish on its website, no later than forty-five (45) days from the end of the first, second and third quarters and sixty (60) days from the end of the fourth quarter of its financial year an interim financial statement prepared on a quarterly basis.
 - l. The Company shall reimburse all reasonable expenses incurred by the Trustee after an Event of Default has occurred in connection with:
 - i. Preservation of the Company's assets (whether then or thereafter existing)
 - ii. Collection of amounts due under this Trust Deed
- All such sums shall be reimbursed by the Company within thirty (30) days from the date of notice of demand from the Debenture Holders or the Trustee.
- m. The Company shall send the Trustee all published financial and other information, which is normally provided to ordinary shareholders at the same time that it is sent to the shareholders.
 - n. The Company shall immediately notify the Trustee in the event that the Company becomes aware of the occurrence of any of the following events that has caused or could cause:
 - i. Any amount payable under the Debenture to become immediately payable
 - ii. Any event which in the opinion of the Company that could lead to the acceleration of either the payment of interest or redemption of the Debentures
 - iii. Any other right or remedy under the terms and conditions of the Debentures or the provisions or covenants of the Trust Deed to become immediately enforceable.
 - o. The Company shall not without the prior written approval of the Trustee which approval shall not be unreasonably withheld declare or pay any dividend to its shareholders during any financial year unless it has paid all the dues to the Debenture Holders/ Trustees as at the date on which the dividend is proposed to be declared or paid or has made satisfactory provisions thereof.
 - p. The Company shall refrain from utilizing the proceeds of this Debenture Issue for any purpose other than for the purposes mentioned in the prospectus.

11. EVENTS OF DEFAULT

- a) Subject to the provisions of paragraph (b) of Clause 11 below, the Debentures shall become immediately payable at the option of the Trustee on the occurrence of any of the following events:
 - i. If the Company defaults on the payment of the principal sum or any interest due on the whole or any part of the Debentures in accordance with the provisions contained in these Presents.
 - ii. If the Company stops or threatens to stop payment of its debts or ceases to carry on its business, which may lead to the winding up of the Company.
 - iii. If the liquidation, bankruptcy, insolvency, receivership, or similar action or proceeding is commenced against the Company or an order shall be made or an effective resolution shall be passed for the winding up of the Company.
 - iv. If the Company commits a breach of any of the other covenants or provisions contained herein on its part to be observed and performed provided however that the Trustee shall give the Company up to thirty (30) days' notice before declaring such breach to be an Event of Default.

- v. If the Company is unable to pay its debts within the meaning of section 219 of the Companies Act No. 07 of 2007
 - vi. If the Company without the written consent of the Trustee sells or otherwise disposes of the whole or any substantial part of its assets
- b). Repayment before maturity of the principal sum on the Debentures or any thereof in any circumstances shall be subject to the prior written approval of the 3/4th of the Debenture Holders in nominal value of the Debentures outstanding at that time.

12. ENFORCEMENT OF OBLIGATIONS

At any time after the Debentures shall have become payable on redemption or otherwise under any provisions of these Presents, and the Company has failed and/or neglected to repay and/ or redeem the same within the stipulated time period, the Trustee may upon the Company's continuous failure and/or negligence to repay and/or redeem the Debentures, at its discretion, or upon the request in writing of the Debenture Holders of at least on fifth (1/5) of the par value of the Debenture outstanding, and in the event that there is no Trustee, the Debenture Holders pursuant to an Extraordinary Resolution and subject to fourteen (14) days prior written notice to the Company, institute such proceedings as they think fit to enforce repayment and other obligations of the Company under these Presents.

13. APPLICATION OF THE MONIES RECEIVED BY THE TRUSTEE

In the event of the Trustee recovering or receiving any monies from the Company consequent to any action taken by the Trustee against the Company the Trustee shall apply such monies;

- a) In the first place in paying or providing for the payment or satisfaction of the costs charges expenses and liabilities incurred in or about the execution of the trust constituted by the Presents (including remuneration of the Trustee);
- b) Secondly in or towards payment to the Debenture Holders of all arrears of interest remaining unpaid on the Debentures held by them respectively
- c) Thirdly in or towards payment to the Debenture Holders of all principal monies due in respect of the Debentures held by them respectively and;
- d) Finally, the Trustee shall pay the surplus (if any) of such monies to the Company or its assigns, provided that at the discretion of the Trustee payment may be made on account of principal monies before any part of the interest or the whole of the interest on the Debentures have been paid but such alteration in the order of payment of the principal monies and interest shall not prejudice the right of the Debenture Holders to receive the full amount to which they would have been entitled if the ordinary order of payment had been observed. Any payment to the Debenture Holders under this clause shall be made *pari passu* in proportion to the Debentures held by them respectively without any preference or priority on account of the date of allotment, type of Debenture or otherwise howsoever.

14. MANNER OF PAYMENT AND ENFORCEMENT OF DEBENTURES

Any payment to be made in respect of the Debentures by the Company or the Trustee may be made in the manner provided in this Trust Deed and any payments so made shall be a good discharge *pro tanto* to the Company or the Trustee, as the case may be. Any payment of interest in respect of a Debenture shall extinguish any claims which may arise directly or indirectly in respect of such interest from a Debenture Holder.

At the time of any payment of the principal sum on the Debentures under the provisions of Clause 13, the Debenture Certificates in respect of which such payment is made in full shall be surrendered to the Trustee through whom such payment is made and the Company shall call such Debenture Certificates to be cancelled and shall certify or procure the certification of such cancellation.

15. REMUNERATION OF THE TRUSTEE

The Company shall pay the Trustee during the continuation of these Presents a sum of Sri Lankan Rupees amounting to point five percentum (0.5%) of the subscription value on account of remuneration for the Trustee for its services under these Presents. The said sum shall be paid at the end of each One Year period commencing from the date of execution of these presents.

16. GENERAL POWERS AND DUTIES OF THE TRUSTEE

Without prejudice to the powers and reliefs conferred on Trustees by these Presents or by the laws relating to the Trusts or any other applicable law the Trustee shall have the following powers:-

- a) The Trustee may in relation to these Presents act on the opinion or advice of or a certificate or any information obtained from any lawyer, banker, valuer, surveyor, broker, auctioneer, accountant or other expert (whether obtained by the Trustee or the Company, or any subsidiary of the Company or any holding Company of the Company) and shall not be responsible for any loss occasioned by acting on any such opinion, advice, certificate or information purporting to be so conveyed although the same shall contain some error as long as the Trustee has acted in good faith with professional diligence.
- b) The Trustee shall as regards all the trusts, powers, authorities and discretion vested in it by these Presents or by operation of law, have absolute uncontrolled discretion as to the exercise or non-exercise thereof and the Trustee shall not be responsible for any loss, costs, damages, expenses or inconvenience that may result from the exercise or non-exercise thereof but where the Trustee is under the provisions of these Presents bound to act at the request or direction of the Debenture Holders the Trustee shall nevertheless not be bound so to act unless first indemnified to its satisfaction against all actions, proceedings, claims and demands to which it may render itself liable and all costs, charges, damages, expenses and liabilities which it may incur by so doing.
- c) To summon any meeting of the Debenture Holders in accordance with the provisions of Clause 21 hereof.
- d) In case of default by the Company, the Trustee may but shall not be bound unless directed either by an instrument in writing signed by the Debenture Holders of at least Seventy Five percentum (75%) of the par value of the Debentures for the time being outstanding or in accordance with an Extraordinary Resolution passed by the Debenture Holders in accordance with Clause 21(f) of these Presents, to waive such terms and conditions as they shall deem expedient any of the covenants and provisions contained in these Presents on the part of the Company to be performed and observed.
- e) The Trustee as between itself and the Debenture Holders shall have full power to determine all questions and doubts arising in relation to any of the provisions of these Presents and every such determination, whether made upon a question actually raised or implied in the acts or proceedings of the Trustee shall bind the Trustee and the Debenture Holder.
- f) Whenever in these Presents the Trustee is required in connection with any exercise of its powers, trusts, authorities or discretions to have regard to the interests of the Debenture Holders, it shall have regard to the interest of the Debenture Holders as a class and in particular, but without prejudice to the generality of the foregoing, shall not be obliged to have regard to the consequences of such exercise for any individual Debenture Holders resulting from his or its being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of any particular territory.
- g) The Trustee may, accept a Certificate certifying that all Debentures have been redeemed or relating to any other matter primarily in the knowledge of the Company as sufficient evidence thereof and such Certificate shall be complete protection to the Trustee who acts thereon.
- h) The Trustee shall give notice to the Debenture Holders in writing
 - i) When the Trustee is notified by the Company of any occurrence mentioned in Clause 11 or any condition of the Trust Deed cannot be fulfilled;
 - ii) When the Company fails to deliver the Certificate referred to in Clause 10(c) of these Presents;
 - iii) As soon as practicable if the Company fails to remedy any breach of terms and conditions of the Debenture or the provisions/covenants of the Trust Deed.

Provided that nothing contained herein shall be construed either as imposing any obligations on the Trustee to monitor the performance by the Company in the repayment of monies due to the Debenture Holders or requiring the Trustee to assess the ability of the Company to pay the interest or the capital or any part thereof.

- i) The Trustee shall ensure that all documents required to be submitted by the Company in terms of the covenants set out in the Trust Deed are forwarded in a timely manner.
- j) The Trustee shall in performance of its duties maintain the confidentiality of confidential information received by it (the Trustee may disclose such information to a branch, head office, subsidiary or agent of the Trustee in connection with the Trust Deed and to any government body, court and/or to any party in accordance with the law) and shall not use such information for their own personal benefit.
- k) The Trustee shall exercise reasonable diligence to ascertain whether the Company has committed any breach of the terms and conditions of the Debentures or provisions of the Trust Deed or whether an Event of Default has occurred or is continuing to occur, on perusal of the documents submitted in terms of the covenants set out in the Trust Deed. However, the Trustee's role shall be passive prior to the Trustee being notified of any occurrence of any Event of Default and the Trustee shall not have any other duty apart from those expressly stated herein.

17. EXEMPTIONS AND INDEMNIFICATION OF THE TRUSTEE FROM LIABILITY

- a) The Trustee shall be indemnified by the Company for any liability, claim, expense, damage or loss that it may incur in connection with this Trust Deed, provided the liability or loss was not a result of the sole negligence or wilful misconduct of the Trustee
- b) Provided nevertheless that none of the provisions of these Presents shall in any case in which the Trustee has failed to show the degree of care and diligence required by it, having regard to the provisions of these Presents, conferring on the Trustee the powers, authorities or discretions, relieve or indemnify the Trustee against any liabilities which by virtue of any rule of law would otherwise attach to it in respect of any negligence, default, breach of duty or breach of trust of which it may be guilty in relation to its duties under these Presents.
- c) Any terms and conditions of the Debentures and provisions in the Trust Deed or a term of a contract with the Debenture Holders secured by the Trust Deed, shall be void in so far as such terms or provisions would have the effect of exempting the Trustee from liability for:
 - i) The failure to carry out its duties as the Trustee; or
 - ii) The failure to exercise the degree of care and diligence required of it as the Trustee
 - iii) Indemnifying the Trustee against that liability unless the term or provision:
 1. Enables the release of the Trustee from liability for something done or omitted to be done before the release is given; or
 2. Enables a meeting of Debenture Holders to approve the release of the Trustee from liability for something done or omitted to be done before the release is given.

Such release will be effective when approved by Debenture Holders if the Debenture Holders who vote for the resolution represent three fourth (3/4) of the par value of the Debentures.

- d) The Trustee is also not liable for anything done or omitted to be done in accordance with a direction given to the Trustee by the Debenture Holders at any meeting duly called.
- e) The Trustee shall:
 - i) Not be responsible in the capacity of a lender or borrower;
 - ii) Have no obligations to discharge debts owed by the Company to the Debenture Holders;
 - iii) Not be liable for any losses arising out of circumstances beyond its control;
 - iv) Be entitled to rely and act on any document/instrument received from the Company unless actual notice otherwise is given.

18. APPOINTMENT AND REMOVAL OF THE TRUSTEE

- a) Subject to the provisions of this Trust Deed, the power of appointing a new Trustee shall be vested in the Company. Notice of such appointment shall be given to the Debenture Holders within thirty (30) days of such appointment by an advertisement published in national newspapers in all three languages (Sinhala/Tamil/ English) of the Company's choice circulating in Sri Lanka.
- b) In the event the Company does not or cannot exercise its power to appoint a new Trustee and there being no new Trustee appointed as of thirty (30) days before the removal/resignation of the Trustee taking effect in accordance with the terms hereof, the Debenture Holders may convene a meeting to appoint a new Trustee by an ordinary resolution. Notwithstanding anything to the contrary herein contained, a meeting for this purpose may be convened by any Debenture Holders and a Resolution passed by a clear majority in par value of the outstanding Debentures present in person or by proxy or by attorney shall be valid.
- c) The Company shall take reasonable steps to replace the Trustee as soon as practicable after becoming aware that:
 - i) The Trustee has ceased to exist
 - ii) The Trustee is in a situation of conflict of interests
 - iii) The Trustee has ceased to perform its function as a Trustee
 - iv) The Trustee is in a situation of unsuitability and does not eliminate such situation within ninety (90) days, after them ascertaining or of being informed that the Trustee has such situation.
- d) In the event the Trustee discovers that it is not eligible to be appointed or act as Trustee, the Trustee shall give notice in writing to the Company regarding the same.
- e) Subject to Clause 19 below the existing Trustee shall continue to act as a Trustee until a new Trustee is appointed.

19. COMPLIANCE OF MAJORITY TRUSTEES

If there be more than one (01) Trustee under these Presents the Trustees shall with majority consent exercise all or any of the Trustee's powers and discretions vested in the Trustees generally under any Clause of these Presents.

20. RESIGNATION/RETIREMENT OF THE TRUSTEE

- a) In the event of the Trustee, in its sole and absolute discretion, desiring to resign/retire, the Trustee shall give not less than ninety (90) days' notice to the Company in writing to that effect, and the Company shall thereupon appoint a new Trustee in accordance with Clause 18 of these Presents. The Trustee shall continue in its capacity as Trustee until such time a new Trustee is appointed.
- b) In the event of such resignation/retirement, the Trustee at its cost shall publish a notice to this effect in Newspapers in all three languages (Sinhala, Tamil, English) of its choice circulating in Sri Lanka and such notice shall be deemed to be sufficient notice to the Debenture Holders notwithstanding anything to the contrary herein contained.

21. MEETINGS OF DEBENTURE HOLDERS

- a) The Trustee shall call a meeting/cause a meeting to be called of the Debenture Holders with notice to the Company and all Debenture Holders or on a requisition being received in writing and signed by the Debenture Holders of at least one tenth (1/10) of the par value of the Debentures for the time being outstanding or if requested by the Company.
- b) Not less than twenty-one (21) days' notice shall be given of a meeting for the purpose of passing a Resolution.
- c) The quorum for the meeting (other than adjourned meeting) for the purpose of passing an ordinary resolution shall be the Debenture Holders representing twenty-five per centum (25%) of the par value of the Debentures for the time being outstanding, provided however, that the quorum for passing an Extraordinary Resolution should be the Holders of a majority in par value of the outstanding Debentures.

- d) If such a quorum cannot be obtained, such meeting shall be adjourned for not less than fourteen (14) days in which event notice of adjourned meeting shall be sent to every Debenture Holder and shall state in such notice that if a quorum as above defined shall not be present at the adjourned meeting the Debenture Holders present shall form a quorum.
- e) On a poll, each Debenture Holder will be entitled to one vote for each Debenture held by such person.
- f) The necessary majority for passing an Extraordinary resolution shall not be less than three quarter (3/4) of the persons voting thereat on a show of hands and if a poll is demanded then not less than three quarter (3/4) of the votes given on such poll.
- g) A proxy need not be a holder of the Debentures.
- h) The Trustee can be the Chairman of any meeting of the Debenture Holders and shall appoint a person or body to act as a Secretary of such meeting and a copy of a resolution certified by the Trustee and such Secretary shall deem to be conclusive evidence that such Resolution has been duly adopted. Provided however, that in the event of the Trustee not exercising the aforesaid entitlement, the Debenture Holders may appoint a person to act as the Chairman of the meeting.
- i) In the event the Company fails to remedy any breach of terms and conditions of the Debentures or the provisions/covenants of the Trust Deed, the Trustee may:
 - i) Call a meeting of the Debenture Holders with notice to the Company
 - ii) Inform the Debenture Holders of the failure at the meeting; and
 - iii) Submit proposals for the protection of the Debenture Holders interests or call for proposals for the protection of the Debenture Holders interests or call for proposals from the Debenture Holders at the meeting as the Trustee considers necessary or appropriate and obtain suitable directions.

22. MODIFICATION OF THE TRUST DEED

- a) The Trustee and the Company may by mutual agreement agree to modify these Presents provided such modifications are of a routine nature or minor or technical nature or made to correct any manifest error provided that the Trustee is of the opinion that such modifications will not be detrimental to the interests of the Debenture Holders. Provided further that any modification to these Presents which are detrimental to the Debenture Holders shall only be made with the consent of the Debenture Holders of at least three fourth (3/4) of the par value of the Debentures for the time being outstanding.
- b) Upon a modification being duly made, the Company shall within seven (07) days of the modification being made inform the Debenture Holders of such modification.
- c) Upon a modification being duly made, the Company may request the Debenture Holders to produce their Debenture Certificates to the Company in order that a memorandum of such modification may be endorsed thereon.

23. NOTICES

- a) Any notice or demand to the Company, Debenture Holder (s) or the Trustee required to be given, made or served for any purpose hereof shall be given, made or served by sending the same by prepaid registered post in the case of Company or Trustee and by prepaid ordinary mail in the case of Debenture Holder(s), or by facsimile transmission or by delivering it by hand to the Company, Debenture Holder or the Trustee as the case may be, at the address shown in this Deed in the case of Company or Trustee and in the case of Debenture Holder(s) to the address which appear in the Debenture Certificate or at such other address as shall have been notified (in accordance with the provisions contained herein) for the purpose of this Clause, and any notice sent by post as provided in this Clause shall be deemed to have been given, made or served Seventy Two (72) hours after dispatch and any notice sent by facsimile transmission as provided in the Clause shall be deemed to have been given, made or served at the time of dispatch and in proving the giving, making or service of the same it shall be sufficient to prove, in the case of a letter, that such letter was properly stamped, addressed and placed in the post and, in the case of facsimile transmission that such facsimile transmission was duly dispatched and received in the readable and understandable condition.

- b) The Trustee shall at any time be entitled to give notice of any meeting or make any communication to the Debenture Holders by notice published in Newspapers in all three languages (Sinhala, Tamil and English) of its choice circulating in Sri Lanka and such notice will notwithstanding anything to the contrary herein contained be deemed to be sufficient notice to the Debenture Holders including the provisions of the above Clause.

The Company

A&A Collaborative Fund (Private) Ltd.

Address: 9/2, Sovis Mawatha,
Kala-Eliya,
Ja-Ela.

Tel No: +94 71 2229 229

Attention: Jacey and Company – Company Secretary to A&A Collaborative Fund (Private) Ltd.

The Trustee

Ganlaths International Legal Consultants,
Galadari Hotel,
No. 64, Lotus Road,
Colombo 01
Attention: Mr. Lalith Ganlath

24. MISCELLANEOUS

- a) Nothing contained in these presents shall require disclosure to the Trustee by the Company of any information as to the affairs of any of its customers except;
 - i) when required to do so by a Court of Law; or
 - ii) in order to comply with any of the provisions of any Law.

Provided however that the Company shall be obliged to furnish to the Audit Firm information in respect of the Company's assets and liabilities in terms of Clause 10(b) above.

- b) This Trust Deed shall be governed by and construed in accordance with the laws of Sri Lanka
- c) The Court of Sri Lanka shall have the exclusive jurisdiction to hear and determine any matters arising here from or hereunder. The invalidity or unenforceability of any terms of provisions of these Presents shall not affect the validity or enforceability of the remaining terms and provisions hereof.
- d) The Trustee shall not disclose the affairs relating to the Trust to any person whomsoever unless such disclosure is:
 - i) to the Company
 - ii) required by any Court or regulatory authority in accordance with any statutory provision.

IN WITNESS WHEREOF A&A COLLABORATIVE FUND (PRIVATE) LIMITED has placed its common seal and the duly authorised signatories of **GANLATHS INTERNATIONAL LEGAL CONSULTANTS** have placed their hands hereunto and to three others of the same tenor and date as these Presents at Colombo on the date herein before mentioned.

The Common Seal of A&A COLLABORATIVE FUND (Pvt.) Ltd. Was affixed hereunto in the presence of
 A. D. Samuel - Director And
 Jacey & Company - Company Secretary
 on this...11th...day of July 2022 in the presence of:)

A & A COLLABORATIVE FUND (PVT) LTD
 [Signature]
 Director
 [Signature]
 Secretary
 Jacey & Company
 Secretaries

Witnesses

1. Michelle Natasha Handy
965273360V

[Signature]

2. Sangapala Arachchige Don Therese Emalshi Dissanayake
90765148TV

2.

The Common Seal of GANLATHS INTERNATIONAL
LEGAL CONSULTANTS was affixed hereunto in the
presence of Don Lalith Gnanath..... And
.....
on this 11th day of July 2022
in the presence of:



GANLATHS
Mezzanine Floor, Galadari Hotel
64 Lotus Road, Colombo 1
Telephone: 8807201/8833232
Fax: 88071
Email: gan.la@sltnet.lk

Witnesses

1. Mahamabge Nuwan Nalinda Fernando
832621307v



2. Wimalakulasooriyage Don Kaushala Maduranti Rodrigo

946491811v

