

**TRUST DEED**

**FOR**

**FOR AN ISSUE OF UPTO TWENTY MILLION (20,000,000) SOCIAL BONDS  
CONSTITUTED OF TYPE A LISTED RATED UNSECURED SENIOR REDEEMABLE  
SOCIAL BONDS 2025-2029 AND TYPE B LISTED RATED UNSECURED SENIOR  
REDEEMABLE SOCIAL BONDS 2025-2030 EACH OF THE PAR VALUE OF SRI  
LANKAN RUPEES ONE HUNDRED (LKR 100/-) BY ALLIANCE FINANCE COMPANY  
PLC TO RAISE A SUM OF UPTO SRI LANKAN RUPEES TWO THOUSAND MILLION  
(LKR 2,000,000,000/-)**

**DATED 05<sup>TH</sup> AUGUST 2025**





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INTENTIONALLY



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## TRUST DEED

**FOR AN ISSUE OF UPTO TWENTY MILLION (20,000,000) SOCIAL BONDS CONSTITUTED OF TYPE A LISTED RATED UNSECURED SENIOR REDEEMABLE SOCIAL BONDS 2025-2029 AND TYPE B LISTED RATED UNSECURED SENIOR REDEEMABLE SOCIAL BONDS 2025-2030 EACH OF THE PAR VALUE OF SRI LANKAN RUPEES ONE HUNDRED (LKR 100/-) BY ALLIANCE FINANCE COMPANY PLC TO RAISE A SUM OF UPTO SRI LANKAN RUPEES TWO THOUSAND MILLION (LKR 2,000,000,000/-)**

This Trust Deed is made on this Fifth (05<sup>th</sup>) day of August Two Thousand and Twenty Five (2025)

### BETWEEN

**ALLIANCE FINANCE COMPANY PLC**, a Company duly incorporated in the Democratic Socialist Republic of Sri Lanka bearing registration number PQ 93 and having its registered office at No. 84, Ward Place, Colombo 7 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 **ALLIANCE FINANCE COMPANY PLC**, its successors and assigns) of the **ONE PART**;

### AND

**HATTON NATIONAL BANK PLC** a banking Company duly Incorporated in Sri Lanka under the Companies Ordinance No. 51 of 1938 and re-registered under Companies Act No. 07 of 2007 (bearing registration No. PQ 82) and having its Registered office at No. 479, T.B Jayah Mawatha, Colombo 10 in the Democratic Socialist Republic of Sri Lanka (hereinafter called “**the Trustee**” and which term or expression herein used shall where the context so requires or admits mean and include the said **HATTON NATIONAL BANK PLC**, 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 resolutions dated 31<sup>st</sup> March 2025 and 7<sup>th</sup> May 2025 of its Board of Directors to raise a sum not exceeding Sri Lankan Rupees Two Thousand Million (LKR 2,000,000,000/-) by the issue of Type A Listed, Rated, Unsecured, Senior, Redeemable Social Bonds 2025-2029 and Type B Listed, Rated, Unsecured, Senior, Redeemable Social Bonds 2025-2030 each of the par value of Sri Lankan Rupees One Hundred (LKR 100/-) having a tenure and bearing interest at the rate hereinafter mentioned and to be listed on the Colombo Stock Exchange;
- The said Social Bonds shall be constituted in the manner and upon the terms and conditions hereinafter contained;
- The Company has obtained an instrument rating of BBB from Lanka Rating Agency Limited and a verification in the form of a written report from Deloitte Associates;
- The Trustee being duly qualified to act as Trustee under the Securities and Exchange Commission of Sri Lanka Act No. 19 of 2021 has agreed to accept the office of Trustee and act under the provisions of this Trust Deed as Trustee for the benefit of and in the interests of the Social Bond Holders on the terms hereinafter contained.



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

1. **DEFINITIONS**

(a) In These Presents unless the subject or context otherwise requires the following expressions shall have the respective meanings given below:

1. **"CENTRAL DEPOSITORY or CDS"** means the Central Depository Systems (Private) Limited.
2. **"CSE"** means the Colombo Stock Exchange.
3. **"CERTIFICATE"** means any certificate required to be issued under These Presents and they may be signed on behalf of the Company by (a) any two (02) Directors or (b) a Director and the Company Secretary or (c) any two (02) other Officers specifically authorized by the Board of the Company to issue such a certificate.
4. **"DATE OF ALLOTMENT"** means the date on which the Social Bonds will be allotted to the Social Bond Holders which date will be notified to the Social Bond Holders.
5. **"DATE OF REDEMPTION"** means in respect of;  
  
(a) Type A Social Bonds: Four (04) years from the Date of Allotment;  
(b) Type B Social Bonds: Five (05) years from the Date of Allotment;  
  
or such earlier date on which the Social Bonds may become redeemable in accordance with These Presents or such other date on which the Social Bonds may be redeemable in the circumstances set out in Clause 4.2, Clause 4.3 and Clause 4.4.
6. **"ENTITLEMENT DATE"** means the Market Day immediately preceding the respective Interest Payment Date or Date of Redemption on which a Social Bond Holder would need to be recorded as being a Social Bond Holder on the list of Social Bond Holders provided by the CDS to the Company in order to qualify for the payment of any interest or any redemption proceeds.
7. **"EVENT OF DEFAULT"** means any event set out in Clause 10.
8. **"EXTRAORDINARY RESOLUTION"** means a resolution passed by Social Bond Holders in terms of Clause 22 hereof unless otherwise provided for.
9. **"ICMA SOCIAL BOND PRINCIPLES"** means the Social Bond Principles setting out Voluntary Process Guidelines for Issuing Social Bonds by the International Capital Market Association (ICMA) in its publication of June 2023 as may be amended from time to time.
10. **"INTEREST PAYMENT DATE"** means the dates on which the payments of interest in respect of the Social Bonds shall fall due which shall be twelve (12) months from the Date of Allotment and twelve (12) months therefrom of each year



from the Date of Allotment until the Date of Redemption and includes the Date of Redemption.

11. **"INTEREST PERIOD"** means the twelve (12) months period from an Interest Payment Date and ending on the date immediately preceding the next Interest Payment Date (inclusive of the aforementioned commencement date and end date) and shall include the period commencing from the Date of Allotment and ending on the date immediately preceding the first Interest Payment Date (inclusive of the aforementioned commencement date and end date) and the period from 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).
12. **"LISTED"** means tradable on the Colombo Stock Exchange.
13. **"LISTING RULES"** means Listing Rules of the Colombo Stock Exchange and any amendments made thereto from time to time.
14. **"MARKET DAY"** means a day on which trading takes place at the Colombo Stock Exchange.
15. **"PROSPECTUS"** means a prospectus prepared in accordance with the Companies Act No. 7 of 2007 (as amended) and the Rules of the Colombo Stock Exchange and delivered to the Registrar of Companies in terms thereof and Securities and Exchange Commission of Sri Lanka in terms of the Securities and Exchange Commission of Sri Lanka Act No. 19 of 2021.
16. **"RATE OF INTEREST"** means with respect to:  
Type A Social Bonds: a fixed rate of eleven decimal one five per centum (11.15%) (AER 11.15%) per annum.  
Type B Social Bonds: a fixed rate of eleven decimal four zero per centum (11.40%) (AER 11.40%) per annum.
17. **"RESOLUTION"** means a Resolution passed by the Social Bond Holders in terms of Clause 22 unless otherwise provided for.
18. **"REGISTERED ADDRESS"** when used in relation to a Social Bond Holder means the address provided by the Social Bond Holder to the CDS.
19. **"REGISTRARS"** means the Registrars to the Social Bond issue or such other person or persons to be appointed as the Registrars for the purpose of These Presents by the Company.
20. **"SEC"** means the Securities and Exchange Commission of Sri Lanka established under the Securities and Exchange Commission of Sri Lanka Act No. 19 of 2021.
21. **"SENIOR"** means the claims of the Social Bond Holders shall in the event of winding up of the Company rank after all the claims of secured creditors and preferential claims under any Statutes governing the Company but *pari passu* to the claims of unsecured creditors of the Company and shall rank in priority to and over any subordinated debt of the Company and the ordinary and preference shareholder/s of the Company.



22. **“SOCIAL BONDS”** shall mean

- i) Type A Social Bonds: Listed, Rated, Unsecured, Senior Redeemable Social Bonds 2025-2029 of the par value of Sri Lankan Rupees One Hundred (LKR 100/-) each, bearing interest at a fixed rate of eleven decimal one five per centum per annum payable annually on each Interest Payment Date from the Date of Allotment of the Social Bonds until the date immediately preceding the Date of Redemption.
- ii) Type B Social Bonds: Listed, Rated, Unsecured, Senior, Redeemable Social Bonds 2025-2030 of the par value of Sri Lankan Rupees One Hundred (LKR 100/-) each, bearing interest at a fixed rate of eleven decimal four zero per centum per annum payable annually on each Interest Payment Date from the Date of Allotment of the Social Bonds until the date immediately preceding the Date of Redemption.

The Social Bonds will be listed on the Colombo Stock Exchange subject to the compliance with the CSE Listing Rules at the time of Listing.

- 23. **“SOCIAL BOND HOLDERS”** mean the Holders of the Social Bonds in whose CDS account the Social Bonds are lodged as at the relevant date.
- 24. **“SRI LANKAN RUPEES”** and the sign **“LKR”** mean the lawful currency of the Republic of Sri Lanka.
- 25. **“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.
- 26. **“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.
- 27. **“TRUSTEE”** means **HATTON NATIONAL BANK PLC**, a banking Company duly Incorporated in Sri Lanka under the Companies Ordinance No. 51 of 1938 and re-registered under Companies Act No. 07 of 2007 (bearing registration No. PQ 82) and having its Registered office at No. 479, T.B Jayah Mawatha, Colombo 10 in the Democratic Socialist Republic of Sri Lanka or its successors and assigns.
- 28. **“WORKING DAY”** means any day (other than a Saturday or Sunday or any statutory holiday) on which licensed commercial banks 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 references 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 Social Bonds or to any monies payable by the Company under These Presents or under the Social Bonds shall be deemed also to include references to any additional amounts which may be payable under These Presents.
- (iii) costs, charges or expenses shall include (but not be limited to) Value Added Tax, Turnover Tax or similar tax charged or chargeable in respect thereof.
- (iv) 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 construed as references to the clauses, sub clauses, paragraphs and sub-paragraphs of this Trust Deed respectively.

(e) The headings are inserted herein only for conveniences 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 Social Bonds and for the benefit of and in the interests of the Social Bond Holders as provided herein and the Trustee accordingly accepts the appointment upon the terms and conditions contained herein and agree to act under the provisions of this Trust Deed as the Trustee.

## **3. AMOUNT OF THE SOCIAL BOND ISSUE AND ALLOTMENT OF SOCIAL BONDS**

Social Bonds will be issued by the Company to raise a sum of up to Sri Lankan Rupees Two Thousand Million (LKR 2,000,000,000/-) and the Social Bonds shall be listed on the Colombo Stock Exchange subject to in-principle approvals of the CSE being obtained.

## **4. COVENANTS TO REPAY THE PRINCIPAL SUM AND INTEREST**

4.1 (a) The Company hereby covenants with the Trustee for the benefit of the Social Bond Holders that it will:

- (i) pay on the Date of Redemption to the Social Bond Holders as of the Entitlement Date, in accordance with the provisions of These Presents and upon receipt of the information relating to the Social Bond Holders from the CDS, either through an electronic fund transfer mechanism recognised by the banking system of Sri Lanka such as SLIPS (Sri Lanka Interbank Payments System) and RTGS (Real Time Gross Settlement System) in the event accurate bank account details of the Social Bond Holders are provided to the CDS to effect such transfers; or by cheque/s marked "Account Payee Only" sent by ordinary mail to the addresses provided by the Social Bond Holders to the CDS, at the risk of the Social Bond Holders, if bank account details are not provided to the CDS or the bank



account details provided to the CDS are inaccurate the principal sum of the Social Bonds which ought to be redeemed and interest (if any) remaining unpaid up to the date immediately preceding the Date of Redemption of the Social Bonds. RTGS transfers however could be effected only for amounts over and above the maximum value that can be accommodated via SLIPS transfers.

- (ii) pay on each applicable Interest Payment Date to the Social Bond Holders as of the Entitlement Date, in accordance with the provisions of These Presents and upon receipt of the information relating to the Social Bond Holders from the CDS, 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 Social Bond Holders are provided to the CDS to effect such transfers; or by cheque/s marked "Account Payee Only" sent by ordinary mail to the addresses provided by the Social Bond Holders to the CDS, at the risk of the Social Bond Holders, if bank account details are not provided to the CDS or the bank account details provided to the CDS are inaccurate the interest on the Social Bonds for the time being outstanding at the Rate of Interest in accordance with the provisions of These Presents. RTGS transfers however could be effected only for amounts over and above the maximum value that can be accommodated via SLIPS transfers.
  - (iii) the interest calculation shall be based upon the actual number of days in each Interest Period (actual/actual).
  - (iv) the payment of the principal sum and interest shall be made in Sri Lankan Rupees after deducting any withholding tax and/or such other taxes and charges thereon, if applicable in terms of the law prevailing at the time of payment.
  - (v) any payments 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 three (03) Working Days from such date or the SLIPS transfer or the RTGS transfer is made not later than three (03) Working Days from such date.
  - (vi) in the event of there being any delay in the redemption of the Social Bonds or the payment of interest thereon due to a default by the Company, the Company shall pay default interest at the Rate of Interest plus Two per centum (2%) per annum from the Date of Redemption or the Interest Payment Date as the case may be.
- (b) The Social Bonds shall be redeemed in accordance with the provisions contained in These Presents on the Date of Redemption together with interest (if any) remaining unpaid thereon.
- (c) If any Social Bond Holder fails or refuses to receive payment of the interest or redemption monies payable to such Social Bond Holder, or any part thereof within ninety (90) days from the Interest Payment Date or the Date of Redemption of the Social Bonds 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 Social Bonds and shall be paid by the Company to the Social Bonds Holder



when a claim is duly made 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 nonpayment is due to a default on the part of the Company.

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 Social Bond Holder after the said period of six (06) years and such moneys will be returned to the Company by the Trustee.

- (d) If any cheques for redemption and/or an interest payment sent by post to the Social Bond 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 Social Bonds. Such monies will be repaid to the Social Bond Holders if the same is claimed in writing by such Social Bond Holder within the said six (06) year 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.

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 Social Bond Holder after the said period of six (06) years and such monies will be returned to the Company by the Trustee.

- (e) The Company shall always act on the information furnished by the CDS and it shall be the responsibility of each such Social Bond Holder to keep all the information in respect of such Social Bond Holder updated. Each Social Bond Holder shall absolve the Company from any responsibility or liability in respect of any error or absence of necessary changes in the information recorded with the CDS. Provided further that the Social Bond Holder shall absolve the CSE and the CDS from any responsibility or liability in respect of any error or absence of necessary changes in the information recorded with the CDS where such errors or absence of changes are initiated or are attributable to the Social Bond Holders.
- (f) The Company shall be entitled to make payment on redemption of all such Social Bonds on the Date of Redemption to such Social Bond Holders without any request for claim from such Social Bond Holders and such payment shall be deemed to be a payment duly made by the Company to the respective Social Bond Holders in the redemption of the Social Bonds of such Holders.
- (g) In order to accommodate the Social Bond interest cycles in the CDS system of the CSE, the Social Bond Holders to whom interest shall be paid shall be those holding Social Bonds in the CDS as of the Entitlement Date.

- 4.2 If the Date of Redemption falls on a day which is not a Market Day, then the Date of Redemption shall be the immediately succeeding Market Day and for the avoidance of doubt it is agreed that interest shall be paid for the intervening days which are not Market Days.



4.3 The Social Bonds shall not be redeemed by the Company prior to maturity for any reason whatsoever except

- i) due to the occurrence of an Event of Default as contemplated in Clause 10 hereunder. or
- ii) with the prior written approval from the Central Bank of Sri Lanka and the approval of the Social Bond holders of two third (2/3) of the par value of the Social Bonds outstanding.

4.4 The Social Bond Holders shall not have any right or option to call for redemption of the Social Bonds before the Date of Redemption other than in the circumstances set out in clause 12(ii).

**5. 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 Social Bonds and (ii) the execution of These Presents.

**6. ELIGIBILITY TO APPLY FOR SOCIAL BONDS**

Applications for Social Bonds should be for a minimum of One Hundred (100) Social Bonds and any application for excess of this figure should be in multiples of One Hundred (100) Social Bonds.

**7. TRANSFER OF SOCIAL BONDS**

- (a) These Social Bonds shall be freely transferable and the registration of such transfer shall not be subject to any restriction, save and except to the extent required for compliance with statutory requirements.
- (b) The Social Bonds shall be transferable and transmittable through the CDS as long as the Social Bonds are listed in the CSE. Subject to the provisions contained herein the Company may register without assuming any liability any transfer of Social Bonds, which are in accordance with the statutory requirements and rules and regulations in force for the time being as laid down by the CSE, SEC and the CDS.
- (c) In the case of death of a Social Bond Holder
  - (i) The survivor where the deceased was a joint holder; and
  - (ii) The executors or administrators of the deceased or where the administration of the estate of the deceased is in law not compulsory the heirs of the deceased where such Social Bond Holder was the sole or only surviving holder

shall be the only persons recognized by the Company as having any title to his/her Social Bonds.

- (d) Any person becoming entitled to any Social Bonds in consequence of bankruptcy or winding up of any Social Bond Holder, upon producing proper evidence that he/she/it sustains the character in respect of which he/she/it proposes to act or his/her 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 Social Bond Holder in respect of such Social Bonds subject to the applicable laws, rules and regulations of the Company, CDS, CSE and SEC.



- (e) No change of ownership in contravention to these conditions will be recognized by the Company.

#### **8. COVENANT TO OBSERVE 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 9 by the Company.

#### **9. COVENANTS BY THE COMPANY**

The Company hereby covenants with the Trustee for the benefit of the Social Bond Holders that, so long as any of the Social Bonds 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 Social Bonds has been paid to the Social Bond Holders in terms of Clause 4;
  - (ii) within five (05) days from the Date of Redemption certifying that the principal amount has been paid to the Social Bond Holders in terms of Clause 4.
- (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 to the extent permitted by law and the Listing Rules of CSE without committing any breach of its duty of confidentiality to any person or entity.
- (e) The Company shall submit to the Trustee within one (01) month from the end of every calendar quarter from the Date of Allotment a Certificate which is dated in accordance with a resolution of its Board of Directors that the Company has complied with each and all of the covenants including those contained in this Clause 9 in These Presents and the certification should include:
  - (i) Whether or not any limitation of liabilities or borrowings as prescribed by the Companies Act No. 7 of 2007 (as amended) and the Articles of Association of the Company has been exceeded;



- (ii) Whether any material trading or capital loss has been sustained by the Company;
  - (iii) Whether or not any circumstances materially affecting the Company has occurred which adversely affects the Social Bond Holders;
  - (iv) Whether or not any contingent liability has matured or is likely to mature within the next twelve (12) months, which will materially affect the ability of the Company to repay the Social Bonds;
  - (v) Whether the Company has any material contingent liabilities and if so the amount of such liabilities;
  - (vi) Whether the Company has assumed a liability of a related corporate body during the preceding calendar quarter, the extent of the liability assumed during the quarter and the extent of the liability at the end of the quarter;
  - (vii) Whether or not there has been any change in any accounting method or method of valuation of assets or liabilities of the Company;
  - (viii) Whether or not any circumstances have arisen which render adherence to the existing method of valuation of assets or liabilities of the Company inappropriate;
  - (ix) Whether or not there has been any substantial change in the nature of the Company's business since the issue of the Social Bonds;
  - (x) Whether or not any action has been taken by the Board of Directors of the Company in terms of Section 219 or Section 220 of the Companies Act No. 7 of 2007 (as amended) during the preceding quarter;
  - (xi) Whether or not the Company has observed and performed all the covenants and obligations binding upon them respectively pursuant to the Trust Deed.
- (f) The Company shall keep a record of the number of Social Bonds which have been issued and, the date of such issue and the persons to whom such Social Bonds were issued, provided however that the Company shall after the listing of the Social Bonds on the CSE be entitled to treat the records maintained by the CDS as an accurate record of the Social Bond Holders and the number and value of the Social Bonds held by each Social Bond Holder.
- (g) The Company shall permit the Trustee and the Social Bond Holders at all reasonable times without payment of any fee to inspect any records maintained by the Company referred to in Clause 9(f) above and to take copies thereof.
- (h) The Company shall forthwith upon the Company becoming aware of the happening of any and every such event as is mentioned in Clause 10 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 Social Bonds certifying that no event mentioned in paragraphs (c) and (d) of Clause 10 hereof has occurred during the previous six (06) month period which would have resulted in the Social Bonds becoming payable in terms of the said Clause 10.



- (i) The Company shall make available the Trust Deed in full on the Company's web site and CSE's web site until the Date of Redemption and shall make available to any Social Bond Holder on request a certified copy of the Trust Deed upon payment of a fee of Sri Lankan Rupees One Hundred (LKR 100/-).
- (j) The Company shall send to the Trustee and the CSE and publish on its web site, no later than one hundred and fifty (150) days from its financial year end its audited financial statements and 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.
- (k) The Company shall send to 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.
- (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 Social Bond Holders or the Trustee.

- (m) 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 Social Bond 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 Social Bonds.
  - (iii) Any other right or remedy under the terms and conditions of the Social Bonds or the provisions or covenants of the Trust Deed to become immediately enforceable.
- (n) In the event that the Company creates a charge, the Company shall submit to the Trustee the written details of the charge within twenty one (21) days after it is created and if the amount to be advanced on the security of the charge is indeterminate, the Company shall submit to the Trustee the written details of the amount of each claim, within five (05) days from the date the claim is made.
- (o) The Company shall at all times maintain records of all its published information and make them available for inspection by the Trustee and Social Bond Holders.
- (p) The Company shall not declare or pay any dividend to its shareholders during any financial year unless it has paid all principal sums and interest payments that have become due and payable to the Social Bond Holders as at the date on which the dividend is proposed to be declared or paid or has made satisfactory provisions therefor.