

10. EVENTS OF DEFAULT

The Social Bonds shall become immediately payable at the option of the Trustee and upon the request in writing of the Social Bond Holders of at least one fifth (1/5) of the par value of the Social Bonds outstanding or pursuant to an Extraordinary Resolution of the Social Bond Holders on the occurrence of any of the following events:

- (a) If the Company defaults on the payment of the principal sum or any interest due on the whole or any part of the Social Bonds in accordance with the provisions contained in These Presents.
- (b) If the Social Bonds cease to be listed in the CSE in terms of Listing Rule 11.3(a) of the CSE Listing Rules at any time between the time of listing and the Date of Redemption, due to any default on the part of the Company.
- (c) 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.
- (d) If any liquidation, bankruptcy, insolvency, receivership or similar action or proceeding is commenced against the Company or an order has been made against or an effective resolution has been passed for the winding up of the Company.
- (e) If the Company does not submit a certificate to the Trustee as set out in Clause 9 (c), Clause 9 (e) or Clause 9 (h).
- (f) If the Company commits a breach of any terms or conditions in the Social Bonds or provisions of the Trust Deed or any other documents relating to the issue, offer or invitation in respect of the Social Bonds on its part to be observed and performed.
- (g) Where any other indebtedness of the Company becomes due and payable prior to its stated maturity or where security created for any other indebtedness becomes enforceable.
- (h) Where there is revocation, withholding or modification of a license, authorization or approval that impairs or prejudices the Company's ability to comply with the terms and conditions of the Social Bonds or the provisions of the Trust Deed or any other document relating to the issue, offer or invitation in respect of the Social Bonds.
- (i) Where any mortgage, charge, pledge, lien or other encumbrance present or future is created or assumed by the Company contrary to the terms or conditions of the Social Bonds and the provisions of the Trust Deed.
- (j) where the rating assigned to the Social Bonds is downgraded to a 'default' rating by a rating agency.

11. COMPLIANCE REQUIREMENTS

The Company shall submit to the CSE the following documents/information signed by two (02) Directors of such Entity a Report on the utilization of the proceeds of the Social Bond using the internal process as disclosed in the Prospectus

- (a) for dissemination to the Market on a quarterly basis along with the quarterly financial statements of the Company and,

- (b) within twelve (12) months from the date from the date of issuance of the Social Bond and thereafter on an annual basis along with the Annual Report of the Company until the proceeds allocated to the Social Bond is fully utilized.
- (c) The Company shall submit along with the Annual Report of the Company the written report of the external review prepared and signed by the Independent External Reviewer which contains the following:
 - (i) confirming whether the Social Bond is aligned with the applicable ICMA Social Bond Principles or any related Taxonomy issued by the Central Bank of Sri Lanka; and
 - (ii) verifying the utilization of the proceeds allocated towards the Social Bond.
- (d) The Company shall also submit the following confirmations, signed by two (02) Directors of the Entity, along with the Annual Report of the Company until the proceeds allocated to the Social Bond are fully utilized:
 - (i) that the Independent External Reviewer is and has remained independent; and,
 - (ii) that the Company's alignment with the ICMA Social Bond Principles and where applicable any related Taxonomy issued by the Central Bank of Sri Lanka on an ongoing basis has been reviewed by the Independent External Reviewer.
- (e) The Company shall also submit along with the Annual Report of the Company and also to the CSE an update on eligibility, allocation, and the impact of outstanding Social Bonds including, at a minimum the requirements specified in Listing Rule 7.12.4 (A) (I) (d) of the CSE Listing Rules.

12. ENFORCEMENT PROCEDURES

In the event the Company fails to comply with the additional annual and/or quarterly reporting requirements in terms of CSE Listing Rule 7.12.4 (A) (I) (a) and (d) (as applicable), the Company shall make an immediate market announcement and repeat the same on such non-compliance and the proposed rectification plan to be adopted by the Entity to ensure compliance with the relevant Listing Rule in accordance with CSE Listing Rule 7.12.4. (A) (II).

In the event the Company fails to rectify the non-compliance within a period of six (06) months from the date of the market announcement referred to above, the Company shall:

- (i) convene a meeting of the Social Bond Holders within thirty (30) days from the expiry of the said six (06) months period, notify such Bond Holders of details pertaining to the noncompliance and the remedial action taken in order to ensure compliance and such notification shall include a statement that a failure on the part of the Company to rectify the noncompliance shall result in the CSE ceasing to recognize such debt securities of the Company as Social Bonds within a period of two (02) months from the date of the market announcement and seek the approval of the Social Bonds Holders for the proposed course of action to be taken by the Company.
- (ii) In the event of any Social Bond Holders dissenting to the resolution/s passed at the meeting referred to in Paragraph 12 (i) of these presents, the Company shall pay the maturity proceeds relating to Bonds held by such dissenting Social Bond Holders within seven (07) Market Days from the abovementioned Social Bond Holders. The CSE shall cease to recognize such debt securities of the Company as Social Bonds within a period of two (02) months from the date of the market announcement referred to in Listing Rule 7.12.4 (A) (II) (e), where there is continued non-compliance.

13. ENFORCEMENT OF OBLIGATIONS

At any time after the Social Bonds shall have become repayable on redemption or otherwise under any provision 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 failure and/or negligence to repay and/or redeem the Social Bonds, at its discretion, and upon the request in writing of the Social Bond Holders of at least one fifth (1/5) of the par value of the Social Bonds outstanding or the Social Bond 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.

14. APPLICATION OF MONIES RECEIVED BY THE TRUSTEE

- 14.1 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 These Presents (including remuneration of the Trustee);
 - (b) Secondly, in or towards payment to the Social Bond Holders of all arrears of interest remaining unpaid on the Social Bonds held by them respectively;
 - (c) Thirdly in or towards payment to the Social Bond Holders of all principal monies due in respect of the Social Bonds 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 payments may be made on account of principal monies before any part of the interest or the whole of the interest on the Social Bonds have been paid but such alteration in the order of payment of the principal monies and interest shall not prejudice the right of the Social Bond 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 Social Bond Holders under this clause shall be made *pari passu* in proportion to the Social Bonds held by them respectively.
- 14.2 The Social Bonds 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 and shall rank *pari passu* to the claims of unsecured creditors of the Company and shall rank in priority to and over the claims of subordinated creditors of the Company and in priority to and over the claims and rights of the shareholder/s of the Company.

15. MANNER OF PAYMENT AND ENFORCEMENT OF SOCIAL BONDS

Any payment to be made in respect of the Social Bonds 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 Social Bond shall extinguish any claim which may arise directly or indirectly in respect of such interest from a Social Bond Holder.

Upon any payment under the provisions of this Clause 15 of the Trust Deed in respect of which such payment is made in full shall be cancelled and the Trustee shall certify or procure the certification of such cancellation.

16. REMUNERATION OF THE TRUSTEE

The Company shall pay the Trustee during the continuation of These Presents a sum of Sri Lankan Rupees Six Hundred Thousand (LKR 600,000/-) per annum exclusive of government taxes and levies on account of remuneration for the Trustee for its services under These Presents. The said fee shall be paid in advance at the beginning of each semi-annual period commencing from the Date of Allotment of the Social Bonds.

Further, the Trustee shall be entitled to be reimbursed by the Company all reasonable costs, charges and expenses which the Trustee may incur in relation to the exercise of its duties hereunder and the amounts to be so reimbursed shall be paid by the Company to the Trustee within fourteen (14) days of a claim being made.

17. GENERAL POWERS AND DUTIES OF THE TRUSTEE

17.1 Without prejudice to the powers and reliefs conferred on Trustee 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, auditor, other expert (whether obtained by the Trustee or the Company) or other responsible officer of the Company and shall not be responsible for any loss occasioned by acting on any such opinion, advice, certificate or information and that the Trustee shall not be liable for acting on any 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 and 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 Social Bond Holders the Trustee shall nevertheless not be bound 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 Social Bond Holders in accordance with the provisions of Clause 22 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 Social Bond Holders of at least Seventy Five per centum (75%) of the par value of the Social Bonds for the time being outstanding or in accordance with an Extraordinary Resolution passed by the Social Bond Holders in accordance with Clause 22 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 Social Bond 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.

- (f) The Trustee may, in the conduct of the trusts of These Presents, instead of acting through its staff, employ and pay a professional person with the prior written approval of the Company, to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Trustee. Any expense incurred by such employment of a professional person shall not be charged as an expense to the Company.
- (g) The Trustee shall not be liable to the Company or any Social Bond Holder by reason of having recognized or treated as a Social Bond Holder any person subsequently found not to be so entitled to be recognized or treated.
- (h) 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 Social Bond Holders, it shall have regard to the interests of the Social Bond 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 Social Bond 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.
- (i) The Trustee may, accept a Certificate certifying that all Social Bonds 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 a complete protection to the Trustee who acts thereon.

17.2 The Trustee shall give notice to the Social Bond Holders in writing:

- (a) when the Trustee is notified by the Company of any occurrence mentioned in Clause 10 or any condition of the Trust Deed which cannot be fulfilled;
- (b) when the Company fails to deliver the Certificate referred to in Clause 9(e) of These Presents;
- (c) as soon as practicable if the Company fails to remedy any breach of terms and conditions of the Social Bonds or the provisions/covenants of the Trust Deed.

17.3 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.

17.4 The Trustees 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.

17.5 The Trustee shall exercise reasonable diligence to ascertain whether the Company has committed any breach of the terms and conditions of the Social Bonds 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.

17.6 Where an Event of Default has occurred and is continuing to occur the Trustee shall exercise such rights and powers vested in it by the Trust Deed and use reasonable degree of skill and diligence in exercising such powers.

18. EXEMPTIONS AND INDEMNIFICATIONS OF TRUSTEE FROM LIABILITY

- 18.1 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 willful misconduct of the Trustee.

Provided further 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.

- 18.2 Any terms and conditions of the Social Bonds and provisions in the Trust Deed or a term of a contract with the Social Bond Holders secured by the Trust Deed, shall be void in so far as such term or provision would have the effect of exempting the Trustee from liability for:

- (a) the failure to carry out its duties as the Trustee;
- (b) the failure to exercise the degree of care and diligence required of it as the Trustee;
- (c) indemnifying the Trustee against that liability, unless the term or provision:
 - (i) enables the release of the Trustee from liability for something done or omitted to be done before the release is given; or
 - (ii) enables a meeting of Social Bond 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 Social Bond Holders if the Social Bond Holders who vote for the resolution represent three fourth (3/4) of the par value of the Social Bonds for the time being outstanding.

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 Social Bond Holders at any meeting duly called in accordance with Clause 22.

- 18.3 The Trustee shall:
- (a) not be responsible in the capacity of a lender or borrower ;
 - (b) have no obligations to discharge debts owed by the Company to the Social Bond Holders;
 - (c) not be liable for any losses arising out of circumstances beyond its control;
 - (d) be entitled to rely and act on any document/instrument received from the Company unless actual notice of otherwise is given.

19. APPOINTMENT AND REMOVAL OF THE TRUSTEE

- (a) Subject to the provisions of this Trust Deed, the power of appointing new Trustees shall be vested in the Company, provided that the Company shall obtain the consent of Social Bond Holders holding not less than Fifty per centum (50%) of the par value of the Social Bonds for the time being outstanding or it may obtain approval by an ordinary resolution of the Social Bond Holders prior to the appointment of the new Trustee. Notice of such appointment shall

be given to the Social Bond Holders within thirty (30) days of such appointment by an advertisement published in national newspapers in all three languages (Sinhala, Tamil and 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 Social Bond Holders may convene a meeting to appoint a new Trustee by an ordinary resolution.
- (c) Any removal of a Trustee and the subsequent appointment of a replacement Trustee by the Company shall be with the consent of an Extraordinary Resolution of the Social Bond Holders.
- (d) In the event of the Social Bond Holders not being satisfied with the Trustee, they have the right to remove the Trustee by way of an Extraordinary Resolution passed at a General Meeting convened under Clause 22 hereof.
- (e) The Company shall be notified of any removal of the Trustee and subsequent appointment of a replacement Trustee by the Social Bond Holders.
- (f) 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 them been informed that the Trustee has such situation.
- (g) 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.
- (h) Subject to Clause 21.1 below the existing Trustee shall continue to act as a Trustee until a new Trustee is appointed.
- (i) Upon a change of the Trustee in accordance with Clause 19, the Company or the Trustee shall notify the CSE and take steps to make an immediate market announcement.

20. COMPLIANCE OF MAJORITY TRUSTEES

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

21. RESIGNATION OF TRUSTEE

- 21.1 In the event of the Trustee, in its sole and absolute discretion, desiring to resign, 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 19 of These Presents. The Trustee shall continue in its capacity as Trustee until such time a new Trustee is appointed.
- 21.2 In the event of such a resignation, the Trustee at its cost shall publish a notice to this effect in national newspapers in all three languages (Sinhala, Tamil and English) of its choice circulating in Sri Lanka

and such notice shall be deemed to be sufficient notice to the Social Bond Holders notwithstanding anything to the contrary herein contained.

- 21.3 The Company or the Trustee shall notify the CSE and take steps to make an immediate market announcement upon such resignation.

22. MEETINGS OF SOCIAL BOND HOLDERS

- (a) The Trustee shall call a meeting/cause a meeting of Social Bond Holders with notice to the Company and all Social Bond Holders or on a requisition being received in writing signed by the Social Bond Holders of at least one fifth (1/5) of the par value of the Social Bonds 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 Social Bond Holders representing twenty five per centum (25%) of the par value of the Social Bonds 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 Social Bonds present in person or by proxy or by attorney.
- (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 Social Bond Holder and shall state in such notice that if a quorum as above defined shall not be present at the adjourned meeting the Social Bond Holders then present shall form a quorum.
- (e) Any Resolution of the Social Bond Holders (other than an Extraordinary Resolution) shall be passed by a simple majority of those present and voting either in person or by way of a proxy voting in favour of the Resolution. An Extraordinary Resolution shall be passed with a $\frac{3}{4}$ majority of those present and voting either in person or by way of proxy voting in favour of the Resolution.
- (f) On a poll, each Social Bond Holder will be entitled to one (01) vote for each Social Bond held by such person.
- (f) A proxy need not be a holder of the Social Bonds.
- (g) The Trustee may appoint a person to chair the meeting of Social Bond Holders. The Trustee shall also 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 Social Bond Holders present at the meeting may appoint a person to act as the chairman of the meeting.

- (h) In the event the Company fails to remedy any breach of terms and conditions of the Social Bonds or the provisions/covenants of the Trust Deed, the Trustee may:
 - (i) Call a meeting of the Social Bond Holders with notice to the Company;
 - (ii) Inform the Social Bond Holders of the failure at the meeting; and

- (iii) Submit proposals for the protection of the Social Bond Holders interests or call for proposals from the Social Bond Holders at the meeting as the Trustee considers necessary or appropriate and obtain suitable directions.

23. MODIFICATION OF THE TRUST DEED

- 23.1 The Trustee and the Company may by mutual agreement agree to modify These Presents, provided such modifications are of a routine nature. Provided however that any modification to These Presents which are detrimental to the Social Bond Holders shall only be made with the consent of the Social Bond Holders of at least three fourth (3/4) of the par value of the Social Bonds for the time being outstanding.
- 23.2 Upon a modification being duly made, the Company shall within seven (07) days of the modification being made inform the Social Bond Holders of such modification.
- 23.3 Upon a modification being duly made, the Company or the Trustee shall notify the CSE and take steps to make an immediate market announcement.

24. NOTICES

Any notice or demand to the Company, Social Bond 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 the Company or Trustee and by prepaid ordinary mail in the case of Social Bond Holder(s), or by facsimile transmission or by delivering it by hand to the Company, Social Bond Holders or the Trustee as the case maybe, in the case of the Company or the Trustee at the address shown in below in this Trust Deed and in the case of Social Bond Holder(s) to the address which appear in the CDS, 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 this 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 a facsimile transmission that such facsimile transmission was duly dispatched and received in the readable and understandable condition.

Provided that any notice between the Company and the Trustee for any purpose hereof may be given, made or served by sending the same via electronic mail to the e-mail addresses of the Company and the Trustee shown below. Such electronic mail shall be deemed to have been given, made or served if the electronic mail was duly dispatched and received in the readable and understandable condition.

The Trustee shall at any time be entitled to give notice of any meeting or make any communication to the Social Bond Holders by notice published in national 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 Social Bond Holders including the provisions of the above Clause.

The Company

ALLIANCE FINANCE COMPANY PLC

No. 84, Ward Place, Colombo 07

Fax: 011 2680068 Tel No: 011 2673673

E-mail: : asankaa@alliancefinance.lk

Attention: Asanka Atapattu

The Trustee

HATTON NATIONAL BANK PLC

Address: No.479, T.B. Jayah Mawatha, Colombo 10

Fax: 0112 682 659 Tel No: 0112 660 655

E-mail: tyrone.hannan@hnb.lk

Attention: Tyrone Hannan

25. MISCELLANEOUS

- (a) Nothing in the provisions of 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 referred to in the Clause 9(b) information in respect of the Company's books of accounts.

- (b) In the event of any inconsistency between these provisions and any rules, regulations or directions of the SEC, or the CSE such rules, regulations or directions shall prevail.
- (c) This Trust Deed shall be governed by and construed in accordance with the laws of Sri Lanka.
- (d) The appropriate Court of Sri Lanka in Colombo shall have the exclusive jurisdiction to hear and determine any matters arising here from or hereunder. The invalidity or unenforceability of any terms or provision of these presents shall not affect the validity or enforceability of the remaining terms and provisions hereof.
- (e) The Trustee shall not disclose the affairs relating to the Social Bond and/or Trust to any person whomsoever unless such disclosure is:
- i) to the Company as long as the Company is not in default of its obligations hereunder; or
 - ii) required by any Court or regulatory authority in accordance with any statutory provision.

[Execution page to follow]







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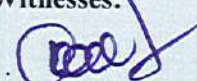



IN WITNESS WHEREOF the said ALLIANCE FINANCE COMPANY PLC has placed its Common Seal and the duly appointed Authorised Signatories of HATTON NATIONAL BANK PLC have set their hands hereunto and to three others of the same tenor and date as These Presents at Colombo on the day herein before mentioned.




The Common Seal of ALLIANCE FINANCE COMPANY PLC is hereto affixed in the presence of
W. P. K. Jayawardana
(Director) Michael Joseph Benedict
(Director/Company Secretary) who do hereby attest the sealing thereof

ALLIANCE FINANCE COMPANY PLC. (PQ 93)

Director


Director


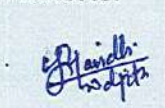

Witnesses:

- 
A. M. A. B. Adarsh
803274160, 84, Ward Place
Colombo 07
- 
S. Ranasinghe
84 Ward Place Colombo 07

Signed for and on behalf of HATTON NATIONAL BANK PLC by its duly authorized signatories
Tyrone Hannan
and W. D. S. Fernando

HATTON NATIONAL BANK PLC

Authorized Signatory

Authorized Signatory


Witnesses:

- 
S. S. Walpita
200264301730
No. 401, Colombo Rd, Boralesgamuwa
- 
D. M. N. M. Dasanayake
200578104395
9/0, Greline Park, Ekala