

TRUST DEED

FOR

AN INITIAL ISSUE BY HATTON NATIONAL BANK PLC OF UP TO SRI LANKAN RUPEES FIVE THOUSAND MILLION (LKR 5,000,000,000/-) LISTED, RATED, UNSECURED, REDEEMABLE SENIOR FIVE YEAR (2025/2030) AND SEVEN YEAR (2025/2032) SUSTAINABLE BONDS OF THE PAR VALUE OF LKR 100/- EACH, WITH AN OPTION TO ISSUE UP TO A FURTHER SRI LANKAN RUPEES FIVE THOUSAND MILLION (LKR 5,000,000,000/-) OF THE SAID SUSTAINABLE BONDS AT THE DISCRETION OF THE BANK IN THE EVENT OF AN OVERSUBSCRIPTION OF THE INITIAL ISSUE, TOTALLING TO A MAXIMUM OF SRI LANKAN RUPEES TEN THOUSAND MILLION (LKR 10,000,000,000/-)

DATED 21<sup>ST</sup> NOVEMBER 2025

Notary's No. : 0069  
Duplicates : Colombo Land Registry  
Judicial Division : Colombo  
Land Registry : Colombo  
Divisional Secretariat Division : Colombo  
Name & Address : Dinethi Sobhawari Liyanage  
Contact No. : Hatton National Bank PLC  
Date of Attestation : 479, T B Jayah Mawatha  
: Colombo 10.  
: 077 3818381  
: 21<sup>st</sup> November 2025

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No. 237

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This Trust Deed is made on this Twenty First (21<sup>st</sup>) day of November Two Thousand and Twenty Five (2025)

Between

**HATTON NATIONAL BANK PLC**, a Licensed Commercial Bank regulated under the Banking Act No. 30 of 1988 (as amended), duly established under the Companies Act No. 07 of 2007 (as amended), bearing Company Registration No. PQ 82 and having its registered address at No. 479, T B Jayah Mawatha, Colombo 10 in the Democratic Socialist Republic of Sri Lanka (hereinafter called "HNB" or "the Bank" and which term or expression herein used shall where the context so requires or admits mean and include the said HNB and its successors and assigns) of the **ONE PART**;

And

**BANK OF CEYLON**, a Banking Corporation duly established under the Bank of Ceylon Ordinance (Cap.397) and having its Head Office at "BOC Square", No. 01, Bank of Ceylon Mawatha, Colombo 01 in the Democratic Socialist Republic of Sri Lanka (hereinafter referred to as "the Bank" and which term or expression herein used shall where the context so requires or admits mean and include the said BANK OF CEYLON and its successors and assigns) of the **OTHER PART**;

Whereas

- The Bank being duly empowered in that behalf by its Articles of Association has resolved by resolution dated 27<sup>th</sup> August 2025 of its Board of Directors to raise a sum not exceeding Sri Lankan Rupees Ten Thousand Million (LKR 10,000,000,000/-) by the issue of Listed, Rated, Unsecured, Redeemable Senior Five Year (2025/30) and Seven Year (2025/32) Sustainable Bond of the par value of Sri Lankan Rupees One Hundred (LKR 100/-) each, having tenures and bearing interest at the rates hereinafter mentioned and to be listed on the Colombo Stock Exchange;
- The said Sustainable Bond shall be constituted in the manner and upon the terms and conditions hereinafter contained, and the Bank will comply with the the Green Bond Principles (2025), Social Bond Principles (2025) and Sustainability Bond Guidelines 2021 set forth by the International Capital Market Association and the Sri Lanka Green Finance Taxonomy issued by the Central Bank of Sri Lanka;
- The Bank has obtained an instrument rating of AA-(EXP) (lka) from Fitch Ratings Lanka Limited and has appointed KPMG as an Independent External Reviewer to provide an external review in the form of a Verification for the aforesaid Sustainable Bonds;
- The Trustee being duly qualified to act as Trustee under the Securities and Exchange Commission of Sri Lanka Act No. 19 of 2021, Rule 2.2.1 (n) of the CSE Listing Rules 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 Sustainable 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. **"ARTICLES OF ASSOCIATION"** means the Articles of Association of the Bank and includes all amendments thereto from time to time.
2. **"BANK"** means Hatton National Bank PLC
3. **"BOARD"** means the Board of Directors of the Bank
4. **"CBSL"** means the Central Bank of Sri Lanka.
5. **"CENTRAL DEPOSITORY or CDS"** means the Central Depository Systems (Private) Limited.
6. **"CERTIFICATE"** means any certificate required to be issued under These Presents and which may be signed on behalf of the Bank 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 Bank to issue such a certificate.
7. **"CSE"** means the Colombo Stock Exchange.

8. "DATE OF ALLOTMENT" means the date on which the Sustainable Bonds will be allotted to the Sustainable Bond Holders which date will be notified to the Sustainable Bond Holders.
9. "DATE OF REDEMPTION" means in respect of;
  - (a) Type A Sustainable Bonds: a period of Five (05) years from the Date of Allotment;
  - (b) Type B Sustainable Bonds: a period of Seven (07) years from the Date of Allotment;

or such other date on which the Sustainable Bonds may be redeemable in the circumstances set out in Clause 4.2, Clause 4.3, Clause 4.4 or Clause 10.1.
10. "ENTITLEMENT DATE" means the Market Day immediately preceding the respective Interest Payment
11. Date or Date of Redemption on which a Sustainable Bond Holder would need to be recorded as being a Sustainable Bond Holder on the list of Sustainable Bond Holders provided by the CDS to the Bank in order to qualify for the payment of any interest or any redemption proceeds.
12. "EVENT OF DEFAULT" means any event set out in Clause 10.
13. "EXTRAORDINARY RESOLUTION" means a resolution passed by the holders of not less than three fourth (3/4<sup>th</sup>) in value of the Sustainable Bond Holders present and voting on such resolution.
14. "ICMA SUSTAINABILITY BOND PRINCIPLES" means the Green Bond Principles (2025), Social Bond Principles (2025) and Sustainability Bond Guidelines of 2021 setting out Voluntary Process Guidelines for Issuing Sustainable Bonds published by the International Capital Market Association (ICMA) as may be amended from time to time.
15. "INTEREST PAYMENT DATE" means the dates on which payments of interest in respect of the Sustainable Bonds shall fall due, which shall be Twelve (12) months from the Date of Allotment and every twelve months therefrom of each year from the Date of Allotment until the Date of Redemption and includes the Date of Redemption.
16. "INTEREST PERIOD" means in respect of Sustainable Bonds the twelve (12) month 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).
17. "LISTED" means tradable on the Colombo Stock Exchange.

18. "LISTING RULES" means Listing Rules of the Colombo Stock Exchange and any amendments made thereto from time to time.

19. "MARKET DAY" means a day on which trading takes place at the Colombo Stock Exchange.

20. "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 the Securities and Exchange Commission of Sri Lanka in terms of the Securities and Exchange Commission of Sri Lanka Act No. 19 of 2021.

21. "RATE OF INTEREST" means in respect of;

- (a) Type A Sustainable Bonds: the rate of Ten decimal Two Five per centum (10.25%) per annum;
- (b) Type B Sustainable Bonds: the rate of Eleven decimal zero per centum (11.00%) per annum.

22. "RESOLUTION" means a Resolution passed by the Sustainable Bond Holders in terms of Clause 22 unless otherwise provided for.

23. "REGISTERED ADDRESS" when used in relation to a Sustainable Bond Holder means the address provided by the Sustainable Bond Holder to the CDS.

24. "REGISTRARS" means the Registrars to the Sustainable Bond issue or such other person or persons to be appointed as the Registrars for the purpose of These Presents by the Bank.

25. "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.

26. "SENIOR" means the claims of the Sustainable Bond Holders shall in the event of winding up of the Bank rank after all the claims of secured creditors and preferential claims under any Statutes governing the Bank but *pari passu* to the claims of unsecured creditors of the Bank and shall rank in priority to and over any subordinated debt of the Bank and the ordinary and preference shareholder/s of the Bank.

27. "SRI LANKAN RUPEES" and the sign "LKR" mean the lawful currency of the Republic of Sri Lanka.



FOR BANK OF CEYLON

Authorised Signatures

28. "SUSTAINABLE BONDS" shall mean

Type A Sustainable Bonds : Listed, Rated, Unsecured, Redeemable Senior Sustainable Bonds Five Year (2025/2030) of the par value of Sri Lankan Rupees One Hundred (LKR100/-) each, at the Rate of Interest payable annually on each Interest Payment Date from the Date of Allotment of the Sustainable Bonds until the date immediately preceding the Date of Redemption;

Type B Sustainable Bonds : Listed, Rated, Unsecured, Redeemable Senior Sustainable Bonds Seven Year (2025/2032) of the par value of Sri Lankan Rupees One Hundred (LKR100/-) each, at the Rate of Interest payable annually on each Interest Payment Date from the Date of Allotment of the Sustainable Bonds until the date immediately preceding the Date of Redemption.

29. "SUSTAINABLE BOND HOLDERS" mean the Investors who are the holders of Type A Sustainable Bonds and Type B Sustainable Bonds in whose CDS account the Sustainable Bonds are lodged as at the relevant date.

30. "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.

31. "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.

32. "TRUSTEE" means Bank of Ceylon as described above and its successors or permitted assigns.

33. "TYPE A SUSTAINABLE BOND" shall mean the Listed, Rated, Unsecured, Redeemable Senior Five Year (2025/2030) Sustainable Bonds of the par value of Sri Lankan Rupees One Hundred (LKR 100/-) each, at the Rate of Interest payable annually on each Interest Payment Date from the Date of Allotment of the Sustainable Bonds until the date immediately preceding the Date of Redemption.

34. "TYPE B SUSTAINABLE BOND" shall mean the Listed, Rated, Unsecured, Redeemable Senior Seven Year (2025/2032) Sustainable Bonds of the par value of Sri Lankan Rupees One Hundred (LKR 100/-) each, at the Rate of Interest per annum payable annually on each Interest Payment Date from the Date of Allotment of the Sustainable Bonds until the date immediately preceding the Date of Redemption.

35. "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 Sustainable Bonds or to any monies payable by the Bank under These Presents or under the Sustainable 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 mean a period commencing on a particular day and ending on the corresponding day in the next calendar month.
- (v) a 'year' shall mean a period commencing on a particular day and ending on the anniversary date thereof in the next calendar year.

(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 Sustainable Bonds and for the benefit of and in the interests of the Sustainable 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.

The provisions of this Trust Deed entered into between the Bank and the Trustee who also becomes the agent of the Sustainable Bond Holders, shall be deemed to be the written agreement by the Bank with the Sustainable Bond Holders in respect of all matters set out herein including with regard to the redemption and payment of interest on the Sustainable Bonds.

## 3. APPROVALS AND AMOUNT OF THE SUSTAINABLE BOND ISSUE

The Bank will issue Sustainable Bonds to Investors to raise a sum up to Sri Lankan Rupees Five Thousand Million (LKR 5,000,000,000/-) with an option to increase the said sum by up to a further Sri Lankan Rupees Five Thousand Million (LKR 5,000,000,000/-) in the event of an oversubscription of the initial

issue and such Sustainable Bonds shall be listed on the Colombo Stock Exchange subject to in-principle approvals of the CSE being obtained. Each of the Type A Sustainable Bonds and Type B Sustainable Bonds shall rank equal and *pari passu* other than with respect to the Rate of Interest, Interest Period and the tenor of the Sustainable Bonds.

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

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

- (i) pay on the Date of Redemption to Sustainable Bond Holders as of the Entitlement Date, in accordance with the provisions of These Presents and upon receipt of the information relating to the Sustainable 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) or in the event of insufficient information of the Sustainable Bond Holders in the CDS, through crossed cheques marked "Account Payee Only" sent by ordinary mail to the Registered Addresses of the Sustainable Bond Holders the principal sum of the Sustainable Bonds which ought to be redeemed and interest (if any) remaining unpaid up to the date immediately preceding the Date of Redemption of the Sustainable 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 Sustainable Bond Holders as of the Entitlement Date, in accordance with the provisions of These Presents and upon receipt of the information relating to the Sustainable Bond Holders from the CDS, either through an electronic fund transfer mechanism recognised by the banking system of Sri Lanka such as by a SLIPS transfer or a RTGS transfer or in the event of insufficient information of the Sustainable Bond Holders in the CDS, through crossed cheques marked "Account Payee Only" sent by ordinary mail to the Registered Addresses of the Sustainable Bond Holders the interest on the value of the Sustainable 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 (3) Working Days from such date or the SLIPS transfer or the RTGS transfer is made not later than three (3) Working Days from such date and in the event of there being any delay in any such payment the Rate of Interest shall be increased by a further Two per centum (2.00%) per annum in respect of such delayed payment.
- (b) The Sustainable 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 Sustainable Bond Holder fails or refuses to receive payment of the interest or redemption monies payable to such Sustainable Bond Holder, or any part thereof within ninety (90) days from the Interest Payment Date or the Date of Redemption of the Sustainable Bonds as the case may be, the amount due to him shall be transferred by the Bank 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 Sustainable Bonds and shall be paid by the Bank to the Sustainable Bonds Holder when a claim is duly made and no interest will be payable by the Bank 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 Bank.

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



(d) If any cheques for redemption and/or an interest payment sent by post to the Sustainable Bond Holders are returned to the Bank undelivered, the amounts represented by each of such returned cheques shall also be transferred by the Bank to the aforementioned suspense account maintained separately 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 Sustainable Bonds. Such monies will be repaid to the Sustainable Bond Holders if the same is claimed in writing by such Sustainable Bond Holder within the said six (06) years period and no interest will be payable by the Bank 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 Bank to any Sustainable Bond Holder after the said period of six (06) years and any such money will be refunded to the Bank by the Trustee.

(e) The Bank shall always act on the information furnished by the CDS and it shall be the responsibility of each such Sustainable Bond Holder to keep all the information in respect of such Sustainable Bond Holder updated. Each Sustainable Bond Holder shall absolve the Bank 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 Sustainable 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 Sustainable Bond Holders.

(f) The Bank shall be entitled to make payment on redemption of all such Sustainable Bonds on the Date of Redemption to such Sustainable Bond Holders without any request for claim from such Sustainable Bond Holders and such payment shall be deemed to be a payment duly made by the Bank to the respective Sustainable Bond Holders in redemption of the Sustainable Bonds of such Holders.

(g) In order to accommodate the Sustainable Bond interest cycles in the CDS System of the CSE, the Sustainable Bond Holders to whom interest shall be paid shall be those holding Sustainable 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. For the avoidance of doubt interest shall be paid for the intervening days which are not Market Days.

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

a) due to the occurrence of an Event of Default as contemplated in Clause 10.1 hereunder

b) with the approval of the Sustainable Bond Holders representing three fourth (3/4<sup>th</sup>) in nominal value of the Sustainable Bonds outstanding when the principal sum is repaid before maturity

4.4 The Sustainable Bond Holder shall not have any right or option to call for redemption of the Sustainable Bonds before the Date of Redemption. In the event of any Sustainable Bond Holders dissenting to the resolution/s passed at the meeting of the Sustainable Bond Holders referred to in Rule 7.12.4 (A) (II) (d) of the CSE listing rules which do not rectify the non compliance, the Bank shall pay the maturity proceeds relating to the Sustainable Bonds held by such dissenting Sustainable Bond Holders within seven (07) Market Days from the meeting of the Sustainable Bond Holders.

The CSE shall cease to recognize such Debt Securities of the Bank as Sustainable Bonds within a period of two (02) months from the date of the Market Announcement referred to in Rule 7.12.4 (A) (II) (e) of the CSE listing rules where there is continued non scompliance.

#### 5. STAMP DUTY AND OTHER CHARGES (IF ANY)

The Bank shall pay all duties and charges in connection with the issue of the Sustainable Bonds and the execution of These Presents.

#### 6. ELIGIBILITY TO APPLY FOR SUSTAINABLE BONDS

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

#### 7. TRANSFER OF SUSTAINABLE BONDS

(a) These Sustainable Bonds shall be freely transferable amongst Investors 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 Sustainable Bonds shall be transferable and transmittable through the CDS as long as the Sustainable Bonds are listed in the CSE. Subject to the provisions contained herein the Bank may register without assuming any liability any transfer of Sustainable 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 Sustainable 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 Sustainable Bond Holder was the sole or only surviving holder;
- shall be the only persons recognized by the Bank as having any title to his/her Sustainable Bonds.
- (d) Any person becoming entitled to any Sustainable Bonds in consequence of bankruptcy or winding up of any Sustainable 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 Bank thinks sufficient may in the discretion of the Board be substituted and accordingly registered as a Sustainable Bond Holder in respect of such Sustainable Bonds subject to the applicable laws, rules and regulations of the Bank, CDS, CSE and SEC.
- (e) No change of ownership in contravention to these conditions will be recognized by the Bank.

#### **8. COVENANT TO OBSERVE PROVISIONS OF THE TRUST DEED**

The Bank 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 Bank 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 Bank.

#### **9. COVENANTS BY THE BANK**

The Bank hereby covenants with the Trustee for the benefit of the Sustainable Bond Holders that, so long as any of the Sustainable Bonds remain outstanding:

- (a) The Bank shall at all times carry on and conduct its affairs in a proper and appropriate manner.
- (b) The Bank 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 Bank free access to the same at all times during working hours and to discuss the same with the directors and officers of the Bank, 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 Bank and its business and shall not use any information they acquire pursuant to these provisions for any other purpose.
- (c) The Bank 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 Sustainable Bonds has been paid to the Sustainable 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 Sustainable Bond Holders in terms of Clause 4.

(d) The Bank 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 Bank without committing any breach of its duty of confidentiality to any person or entity.

(e) The Bank shall submit to the Trustee within thirty (30) days 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 Bank 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 Bank has been exceeded;
- (ii) Whether any material trading or capital loss has been sustained by the Bank;
- (iii) Whether or not any circumstances materially affecting the Bank has occurred which adversely affects the Sustainable Bond Holders, and if so, the amount of such trading or capital loss sustained by the Bank;
- (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 Bank to repay the Sustainable Bonds;
- (v) Whether the Bank has any contingent liabilities and if so the amount of such liabilities;
- (vi) Whether the Bank 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 Bank;



- (viii) Whether or not any circumstances have arisen which render adherence to the existing method of valuation of assets or liabilities of the Bank inappropriate;
- (ix) Whether or not there has been any substantial change in the nature of the Bank's business since the issue of the Sustainable Bonds;
- (x) Whether or not any action has been taken by the Board of Directors of the Bank in terms of section 219 or section 220 the Companies Act No. 7 of 2007 (as amended) during the preceding quarter;
- (xi) Whether or not the Bank has observed and performed all the covenants and obligations binding upon them respectively pursuant to the Trust Deed.

(f) The Bank shall keep a record of the number of Sustainable Bonds which have been issued and, the date of such issue and the persons to whom such Sustainable Bonds were issued, provided however that the Bank shall after the listing of the Sustainable Bonds on the CSE be entitled to treat the records maintained by the CDS as an accurate record of the Sustainable Bond Holders and the number, type and value of the Sustainable Bonds held by each Sustainable Bond Holder.

(g) The Bank shall permit the Trustee and the Sustainable Bond Holders at all reasonable times without payment of any fee to inspect any records maintained by the Bank referred to in Clause 9(f) above and to take copies thereof.

(h) The Bank shall forthwith upon the Bank becoming aware of the happening of any and every such event as is mentioned in Clause 10.1 hereof and the occurrence of any one of the following events give notice thereof in writing to the Trustee

- i. Any amount secured or payable under the Sustainable Bond to become immediately payable.
- ii. Any event, in the opinion of the Bank that may lead to the acceleration of either the payment of interest or redemption.
- iii. Any other right or remedy under the terms and conditions of the Sustainable Bonds or the provisions or covenants of the Trust Deed to become immediately enforceable.

provided that the Bank 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 Sustainable Bonds certifying that no event mentioned in Clause 10.1 hereof has occurred during the previous six (06) month period which would have resulted in the Sustainable Bonds becoming payable in terms of the said Clause.

(i) The Bank shall make available the Trust Deed in full on the Bank's web site and CSE's web site until the Date of Redemption and shall make available to any Sustainable Bond Holder on request a certified copy of the Trust Deed upon payment of a fee of Sri Lankan Rupees Two Hundred and Fifty (LKR 250/-).

- (j) The Bank 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 Bank 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.
- (l) The Bank shall reimburse all reasonable expenses incurred by the Sustainable Bond Holders/Trustee after an Event of Default has occurred in connection with:
  - (i) Preservation of the Bank's assets (whether then or thereafter existing).
  - (ii) Collection of amounts due under this Trust Deed.

All such sums shall be reimbursed by the Bank within thirty (30) days from the date of notice of demand from the Sustainable Bond Holders or the Trustee.

- (m) In the event that the Bank creates a charge, the Bank 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 Bank 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.
- (n) The Bank shall at all times maintain records of all its published information and make them available for inspection by the Trustee and Sustainable Bond Holders.
- (o) The Bank 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 Sustainable Bond Holders as at the date on which the dividend is proposed to be declared or paid or has made satisfactory provisions therefor.
- (p) The Bank shall submit to the Trustee any information relating to the affairs of the Bank which the Trustee may require in order to discharge its duties as Trustee to the extent permitted by law and the Rules of the CSE.
- (q) In the event of any change in the Sustainable Bond rating assigned by Fitch Rating (Lanka) Ltd, the Bank shall notify the CSE and the Trustee and take steps to make an immediate market announcement.

## 10. EVENTS OF DEFAULT

The Sustainable Bonds shall become immediately payable at the option of the Trustee and if so requested in writing by the Sustainable Bond Holders of at least one fifth (1/5<sup>th</sup>) of the par value of the Sustainable Bonds outstanding or pursuant to an Extraordinary Resolution of the Sustainable Bond Holders on the occurrence of any of the following events given in Clause 10.1 below;

- 10.1 The Sustainable Bonds shall become immediately payable on the occurrence of any liquidation, bankruptcy, insolvency, receivership or similar action or proceeding is commenced against the Bank or an order shall be made or an effective resolution shall be passed for the winding up of the Bank.
- 10.2 In the event of the occurrence of any of the events mentioned in this Clause 10.2 (a) to (h) the Trustee shall give notice to the Bank of such default and grant the Bank a period of thirty (30) days to cure such default and in the event of such default not being cured within the time aforesaid, the Rate of Interest on the Sustainable Bonds shall be increased by Zero decimal Five per centum (0.5%) per annum.
  - (a) If there is a default in the payment of any interest due on the whole or any part of the Sustainable Bond on the Interest Payment Date or in the payment of principal sum due on the Sustainable Bonds on the Date of Redemption.
  - (b) If the Sustainable Bonds cease to be listed in the CSE at any time between the time of listing and the Date of Redemption, due to any default on the part of the Bank.
  - (c) If the Bank does not submit a certificate to the Trustee as set out in Clause 9(c), Clause 9 (e) or Clause 9 (h).
  - (d) If the Bank commits a breach of any of the other covenants or provisions herein contained or any other documents relating to the issue, offer or invitation in respect of the Sustainable Bonds and on its part to be observed and performed.
  - (e) If the Bank stops or threatens to stop payment of its debts or ceases to carry on its business.
  - (f) Where any other indebtedness of the Bank becomes due and payable prior to its stated maturity or where security created for any other indebtedness becomes enforceable.
  - (g) Where there is revocation, withholding or modification of a license, authorization or approval that impairs or prejudices the Bank's ability to comply with the terms and conditions of the Sustainable Bonds or the provisions of the Trust Deed or any other document relating to the issue, offer or invitation in respect of the Sustainable Bonds.
  - (h) Where any mortgage, charge, pledge, lien or other encumbrance present or future is created or assumed by the Bank contrary to the terms or conditions of the Sustainable Bonds and the provisions of the Trust Deed.

## 11. COMPLIANCE REQUIREMENTS

The Bank shall submit to the CSE the following documents/information signed by two (02) Directors of the Bank for dissemination to the Market

- a) Report on the utilization of the proceeds of the Sustainable Bonds using the internal process as disclosed in the Prospectus
  - (i) on a quarterly basis along with the quarterly financial statements of the Bank and,
  - (ii) within twelve (12) months from the date from the date of issuance of the Sustainable Bonds and thereafter on an annual basis along with the Annual Report of the Bank
- until the proceeds allocated to the Sustainable Bond is fully utilized.
- b) Annual Report of the Bank along with the written report of the external review prepared and signed by the Independent External Reviewer which contains the following:
  - (i) confirming whether the Sustainable Bond is aligned with the applicable ICMA Sustainable Bond Principles and Guidelines and any related Taxonomy issued by the Central Bank of Sri Lanka; and
  - (ii) verifying the utilization of the proceeds allocated towards the Sustainable Bonds.
- c) The following confirmation along with the Annual Report of the Bank until the proceeds allocated to the Sustainable Bonds are fully utilized:
  - (i) that the Independent External Reviewer is and has remained independent; and,
  - (ii) that the Bank's alignment with the ICMA Sustainability Bond Principles and Guidelines and any related Taxonomy issued by the Central Bank of Sri Lanka on an ongoing basis has been reviewed by the Independent External Reviewer.
- d) An update on eligibility, allocation, and the impact of outstanding Sustainable Bonds including, at a minimum the requirements specified in Rule 7.12.4 (A) (I) (d) of the Listing Rules along with the Annual Report.

## 12. ENFORCEMENT PROCEDURES

a) In the event the Bank fails to comply with the additional annual and/or quarterly reporting requirements in terms of Listing Rule 7.12.4 (A) (I) (a) to (d) (as applicable), the Bank 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 Listing Rule 7.12.4. (A) (II).



- b) In the event the Bank fails to rectify the non-compliance within a period of six (06) months from the date of the market announcement referred to above, the Bank shall:
  - (i) convene a meeting of the Sustainable Bond Holders within thirty (30) days from the expiry of the said six (06) months period, notify such Sustainable Bond Holders of details pertaining to the noncompliance and the remedial action taken in order to ensure compliance and such notification shall include 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 Sustainable Bonds within a period of two (02) months from the date of the market announcement and;
  - (ii) seek the approval of the Sustainable Bonds Holders for the proposed course of action to be taken by the Company
- c) In the event of any Sustainable Bond Holders dissenting to the resolution/s passed at the meeting of the Sustainable Bond Holders referred to in Rule 7.12.4 (A) (II) (c) (iii) of the CSE listing rules, the Listed Entity shall pay the maturity proceeds relating to the Sustainable Bonds held by such dissenting Sustainable Bond Holders within seven (07) Market Days from the meeting of the Sustainable Bond Holders.
- d) The Bank shall make an Immediate Market Announcement setting out the outcome of the meeting of the Sustainable Bond Holders convened by the Bank by the Market Day immediately following the date of the meeting of the Sustainable Bond Holders. Such announcement shall include any decisions/modifications made pertaining to the Sustainable Bonds and/or its terms of issue (as applicable), and information relating to the dissenting Sustainable Bond Holders (if any).
- e) The CSE shall cease to recognize such Debt Securities of the Bank as Sustainable Bonds within a period of two (02) months from the date of the Market Announcement referred to in Rule 7.12.4 (A) (II) (e) of the CSE listing rules, where applicable

### **13. ENFORCEMENT OF OBLIGATIONS**

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

### **14. APPLICATION OF MONIES RECEIVED BY THE TRUSTEE**

In the event of the Trustee recovering or receiving any monies from the Bank consequent to any action taken by the Trustee against the Bank 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 Sustainable Bond Holders of all arrears of interest remaining unpaid on the Sustainable Bonds held by them respectively;
- (c) Thirdly in or towards payment to the Sustainable Bond Holders of all principal monies due in respect of the Sustainable Bonds held by them respectively; and
- (d) Finally, the Trustee shall pay the surplus (if any) of such monies to the Bank 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 Sustainable 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 Sustainable 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 Sustainable Bond Holders under this Clause shall be made *pari passu* in proportion to the Sustainable Bonds held by them respectively.

#### **15. MANNER OF PAYMENT AND ENFORCEMENT OF SUSTAINABLE BONDS**

Any payment to be made in respect of the Sustainable Bonds by the Bank 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 Bank or the Trustee, as the case may be. Any payment of interest in respect of a Sustainable Bond shall extinguish any claim which may arise directly or indirectly in respect of such interest from a Sustainable Bond Holder.

Upon any payment under the provisions of this Clause 15 of the Trust Deed in respect of the total liability of the Bank on Sustainable Bonds, the Sustainable Bonds shall be cancelled and the Trustee shall certify or procure the certification of such cancellation.

#### **16. REMUNERATION OF THE TRUSTEE**

The Bank shall pay the Trustee during the continuation of These Presents a sum of Sri Lankan Rupees Three Hundred and Ninety Thousand (LKR 390,000/-plus statutory levies per annum payable annually 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 annual period commencing from the Date of Allotment of the Sustainable Bonds. Further, the Trustee shall be entitled to the reimbursement of all reasonable costs, charges and expenses which the Trustee may incur in relation to the exercise of its duties hereunder from and out of the funds lying to the credit of the Trust hereby created.

Such reimbursements will be made in Sri Lankan Rupees to the Trustee through an electronic fund transfer mechanism recognized by the banking system of Sri Lanka such as SLIPS and RTGS in the event accurate bank account details of the Trustee is provided or by a cheque sent by registered mail to the address of Trustee within 14 market days from the receipt of such invoice.

## 17. GENERAL POWERS AND DUTIES OF THE TRUSTEE

17.1 Without prejudice to the powers and reliefs conferred on the 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 Bank) or other responsible officer of the Bank and shall not be responsible for any loss occasioned by acting on any such opinion, advice, certificate or information provided that it has reasonable grounds for believing such person was competent to provide such opinion, advice, certificate or information and 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 Sustainable 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 Sustainable Bond Holders in accordance with the provisions of Clause 22 hereof.
- (d) In case of default by the Bank, the Trustee may but shall not be bound unless directed either by an instrument in writing signed by the Sustainable Bond Holders of at least Seventy Five per centum (75%) of the par value of the Sustainable Bonds for the time being outstanding or in accordance with an Extraordinary Resolution passed by the Sustainable 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 Bank to be performed and observed.

- (e) The Trustee as between itself and the Sustainable 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 shall be binding on the Sustainable Bond Holder.
- (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 Bank, 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 Bank.
- (g) The Trustee shall not be liable to the Bank or any Sustainable Bond Holder by reason of having recognized or treated as a Sustainable 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 Sustainable Bond Holders, it shall have regard to the interests of the Sustainable 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 Sustainable Bond Holders resulting from his her 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 Sustainable Bonds have been redeemed or relating to any other matter primarily in the knowledge of the Bank 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 Sustainable Bond Holders in writing;

- (a) when the Trustee is notified by the Bank of any occurrence mentioned in Clause 10.1 or Clause 10.2 or any condition of the Trust Deed which cannot be fulfilled;
- (b) when the Bank fails to deliver the Certificate referred to in Clause 9(e) of These Presents;
- (c) as soon as practicable if the Bank fails to remedy any breach of terms and conditions of the Sustainable Bonds or the provisions/covenants of the Trust Deed.

17.3 The Trustee shall ensure that all documents required to be submitted by the Bank 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 Bank has committed any breach of the terms and conditions of the Sustainable 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 The Trustee may rely upon any certificate or report given or statement made by the auditors, an independent verifier or an officer of the Bank if it has reasonable grounds for believing that the auditor, an independent verifier or officer was competent to give or make the certificate, report or statement.

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.

17.7 The Trustee shall comply with the provisions in relation to *inter alia*, the registration of the trust with the relevant authority as stipulated under the Trusts Ordinance No. 9 of 1917 (as amended).

#### **18. EXEMPTIONS AND INDEMNIFICATIONS OF TRUSTEE FROM LIABILITY**

18.1 The Trustee shall be indemnified by the Bank 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 Sustainable Bonds and provisions in the Trust Deed or a term of a contract with the Sustainable 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; or
- (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 Sustainable 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 Sustainable Bond Holders if the Sustainable Bond Holders who vote for the resolution represent three fourth (3/4<sup>th</sup>) of the par value of the Sustainable 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 Sustainable Bond Holders at any meeting duly called.

18.3 The Trustee shall:

- (a) not be responsible in the capacity of a lender or borrower in terms of these Presents;
- (b) have no obligations to discharge debts owed by the Bank to the Sustainable 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 Bank 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 Trustee shall be vested in the Bank, provided that the Bank shall obtain the consent of Sustainable Bond Holders holding not less than fifty per centum (50%) of the par value of the Sustainable Bonds for the time being outstanding or it may obtain approval by an ordinary resolution of the Sustainable Bond Holders prior to the appointment of the new Trustee. Notice of such appointment shall be given to the Sustainable Bond Holders within thirty (30) days of such appointment by an advertisement published in national newspapers in all three (3) languages (Sinhala, Tamil and English) of the Bank's choice circulating in Sri Lanka.
- (b) In the event the Bank 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 Sustainable Bond Holders may convene a meeting to appoint a new Trustee which is a corporate body and qualified in terms of Clause 19(a) above by an ordinary resolution.
- (c) Any removal of a Trustee and the subsequent appointment of a replacement Trustee by the Bank shall be with the consent of an Extraordinary Resolution of the Sustainable Bond Holders.

- (d) In the event of the Sustainable 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 Bank shall be notified of any removal of the Trustee and subsequent appointment of a replacement Trustee by the Sustainable Bond Holders.
- (f) The Bank 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 being 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 Bank 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 this Clause 19, the Bank or the Trustee shall notify the CSE and take steps to make an immediate market announcement.

## **20. COMPLIANCE OF MAJORITY OF 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 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 Bank in writing to that effect, and the Bank 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 Newspapers in all three (03) languages (Sinhala, Tamil and English) of its choice circulating in Sri Lanka and such notice shall be deemed to be sufficient notice to the Sustainable Bond Holders notwithstanding anything to the contrary herein contained.
- 21.3 The Bank or the Trustee shall notify the CSE and take steps to make an immediate market announcement upon such resignation.

## 22. MEETINGS OF SUSTAINABLE BOND HOLDERS

(a) The Trustee shall call a meeting/cause a meeting of Sustainable Bond Holders with notice to the Bank and all Sustainable Bond Holders or on a requisition being received in writing signed by the Sustainable Bond Holders of at least one fifth (1/5<sup>th</sup>) of the par value of the Sustainable Bonds for the time being outstanding or if requested by the Bank in writing.

(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 Sustainable Bond Holders representing ten per centum (10%) of the par value of the Sustainable 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 Sustainable Bonds present in person or by proxy or by attorney in the case of a corporate, by a duly authorized representative.

(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 Sustainable Bond Holder and shall state in such notice that if a quorum as above defined shall not be present at the adjourned meeting the Sustainable Bond Holders then present shall form a quorum.

(e) A vote on a Resolution shall be taken in the first instance by a vote on a show of hands and each Sustainable Bond Holder who is present only in person shall be entitled to participate thereat, unless a Poll be first demanded. All provisions governing Votes, Voting and conduct of Meetings etc. shall apply *mutatis mutandis* hereto to the extent that it is not contrary to the provisions hereof

(f) On a poll, each Sustainable Bond Holder will be entitled to one (01) vote for each Sustainable Bond held by such person.

(g) A proxy need not be a holder of the Sustainable Bonds.

(h) The Trustee shall be the chairman of any meeting of the Sustainable Bond 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 Sustainable Bond Holders may appoint a person to act as the chairman of the meeting.

(i) In the event the Bank fails to remedy any breach of terms and conditions of the Sustainable Bonds or the provisions/covenants of the Trust Deed, the Trustee may;

- Call a meeting of the Sustainable Bond Holders with notice to the Bank;
- Inform the Sustainable Bond Holders of the failure at the meeting; and

- (iii) Submit proposals for the protection of the Sustainable Bond Holders interests or call for proposals from the Sustainable 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 Bank 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 Sustainable Bond Holders shall only be made with the consent of the Sustainable Bond Holders of at least three fourth (3/4<sup>th</sup>) of the par value of the Sustainable Bonds for the time being outstanding.
- 23.2 Upon a modification being duly made, the Bank shall within seven (07) days of the modification being made inform the Sustainable Bond Holders of such modification.
- 23.3 Upon a modification being duly made, the Bank or the Trustee shall notify the CSE and take steps to make an immediate market announcement.

#### **24. NOTICES**

Any notice or demand to the Bank, Sustainable 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 Bank or Trustee and by prepaid ordinary mail in the case of Sustainable Bond Holder(s), or by facsimile transmission or by delivering it by hand to the Bank, Sustainable Bond Holders or the Trustee as the case maybe, in the case of the Bank or the Trustee at the address shown in below in this Trust Deed and in the case of Sustainable 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 Bank 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 Bank 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 Sustainable Bond Holders by notice published in Newspapers in all three (03) 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 Sustainable Bond Holders including the provisions of the above Clause.

**The Bank**

**HATTON NATIONAL BANK PLC**

Attention: Chief Strategy Officer

Address: Level 16, No. 479, T B Jayah Mawatha, Colombo 10

Tel No: 011 266 1177

E-mail: priyanka.wijayarathne@hnb.lk

**The Trustee**

**Bank of Ceylon**

Attention: Assistant General Manager (Investment Banking)

Address: BOC Square No. 01, Bank of Ceylon Mawatha, Colombo 01

Tel No: 011 244 8348

E-mail: gminvestment@boc.lk

**23. MISCELLANEOUS**

- (a) Nothing in the provisions of These Presents shall require disclosure to the Trustee by the Bank 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 Bank shall be obliged to furnish to the audit firm referred to in the Clause 9(b) information in respect of the Bank'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 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 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 Trust to any person whomsoever unless such disclosure is:
  - i) to the Bank as long as the Bank 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\*\*\*]**

IN WITNESS WHEREOF the authorized signatories of the said HATTON NATIONAL BANK PLC have placed its Common Seal and the duly appointed Authorised Signatories of Bank of Ceylon 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 Hatton National Bank PLC was affixed hereunto in the presence of Pallewatta Gamaralalage Damith Buddhika Pallewatta Managing Director/CEO and Shiromi Halloluwa Board Secretary who attest the sealing thereof at Colombo on this 21<sup>st</sup> Day of November Two Thousand and Twenty-Five (2025) in the presence of )



Witnesses:

- 1.
- 2.

NOTARY PUBLIC

Signed by its duly authorized signatories )  
G. A. Jagathbhantha (Deputy General and )  
Manager (International, Treasury & Investments) )  
K. L. Premaratne (Assistant General Manager )  
- Treasury )  
for and on behalf Bank of Ceylon at )  
Colombo on this .... (21st) day of )  
November ..... Two Thousand and )  
Twenty Five (2025) in the presence of )



Witnesses:

- 1.
- 2.

NOTARY PUBLIC

I, DINETHI SOBHAWARI LIYANAGE Notary Public of Hatton National Bank PLC, No.479, T B Jayah Mawatha, Colombo 10 in the Judicial Zone of Colombo do hereby certify and attest that the foregoing instrument having been read and explained by me, the said Notary, to the said executants Pallewatta Gamralalage Damith Buddhika Pallewatta (Bearer Of National Identity Card No:753302131V) and Shiromi Sharman Halloluwa (Bearer Of National Identity Card No. 717600444V) both whom have signed illegibly as the Managing Director/CEO and the Board Secretary and affixed their left thumb impressions the Managing Director/CEO and the Board Secretary of withinnamed "HATTON NATIONAL BANK PLC" in the presence of Palliyaguruge Don Sithumini Diwyanjali Palliyaguru (bearer of National Identity Card No. 986362053V) and Kurukulasooriya Patabedinge Dhanushka Oshadha Perera (bearer of National Identity Card No.892640386V) both of Hatton National Bank PLC, of No.479, T B Jayah Mawatha, Colombo 10 the subscribing witnesses hereto and who have signed illegibly and the Common seal of the said "HATTON NATIONAL BANK PLC" was affixed thereto in the presence of and the same was signed by the said Managing Director/CEO and the Board Secretary by the said witnesses and by me the said Notary in my presence and in the presence of one another all being present together at the same time at Colombo on this Twenty First (21<sup>st</sup>) day of November Two Thousand and Twenty Five.

I further certify and attest that no consideration passed before me and that the Original of the instrument bears One (01) adhesive stamp to the value of One Rupee (Re.1/-)

And I also certify that I have renewed my licence for the year 2025

Date of Attestation )  
21<sup>st</sup> November 2025 )

WHICH I ATTEST

  
NOTARY PUBLIC



I, DINETHI SOBHAWARI LIYANAGE Notary Public of Hatton National Bank PLC, No.479, T B Jayah Mawatha, Colombo 10 in the Judicial Zone of Colombo do hereby certify and attest that the foregoing instrument having been read and explained by me, the said Notary, to the said executant Godakanda Arachchilage Jayashantha, Deputy General Manager - International, Treasury & Investment (bearer of National Identity Card No. 196909502726) and Kapurallilage Lasantha Premaratne, Assistant General Manager - Treasury (bearer of National Identity Card No.780280476V) the duly Authorized Signatories of BANK OF CEYLON the Trustee both of whom have signed illegibly and affixed their left thumb impression in the presence of Chandima Dharshani Herath ( bearer of National Identity Card No.777532294V) and Naualage Iresha Erandi Perera (bearer of National Identity Card No.198473900751) both of Bank of Ceylon No. 1, Bank of Ceylon Mawatha, Colombo 01 and both of whom have signed illegibly the subscribing witnesses hereto and all of whom are known to me and the same was signed by the said Authorized Signatories, by the said witnesses and by me the said Notary in my presence and in the presence of one another all being present together at the same time at Colombo on this Twenty First (21<sup>st</sup>) day of November Two Thousand and Twenty Five.

And I certify that I have checked the said executants' identity by the inspection of their National Identity Cards and prior to the execution of the foregoing instrument, I have inspected the National Identity Cards of the executants and I certify that the witnesses are known to me.

Date of Attestation )  
21<sup>st</sup> November 2025 )

WHICH I ATTEST

  
NOTARY PUBLIC

