

## SUPPLEMENTARY TRUST DEED

THIS SUPPLEMENTARY TRUST DEED is made on this ~~Eleventh~~.... (~~11th~~...) day of June in the year Two Thousand and Nineteen (2019).

### BY AND BETWEEN

**SEYLAN BANK PLC**, a Licensed Commercial Bank regulated under the Banking Act No.30 of 1988 (as amended), duly established under the Companies Act No.17 of 1982 and re-registered under the Companies Act No.7 of 2007 bearing Company Registration No. PQ9 in the Democratic Socialist Republic of Sri Lanka and having its Registered Office and Head Office at Seylan Towers, No.90, Galle Road, Colombo 03 (hereinafter called "**the Bank**" and which term or expression herein used shall where the context so requires or admits mean and include the said **SEYLAN BANK PLC** 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 Trustee**" and which term or expression herein used shall where the context so requires or admits mean and include the said **BANK OF CEYLON** its successors and assigns) of the **OTHER PART**

### AND WHEREAS:

- (a) The Company and the Trustee have entered into a Trust Deed dated Twenty Second (22<sup>nd</sup>) day March Two Thousand and Nineteen (2019) (hereinafter referred to as the "**Principal Trust Deed**") to raise a sum not exceeding Sri Lanka Rupees Five Thousand Million (LKR 5,000,000,000/-) by the issue of Fully Paid, BASEL III Compliant, Tier 2, Listed, Rated, Unsecured, Subordinated Redeemable Debentures with non viability conversion for that amount, having a tenure of five (5) years and bearing interest at the rates mentioned in the said Principal Trust Deed and to be listed on the Colombo Stock Exchange in terms thereof.
- (b) The Bank and the Trustee now wish to amend the Principal Trust Deed in the manner set out herein.

**NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY THE PARTIES HERETO** as follows: -

#### 1. Definitions

All terms not specifically defined herein shall have the meanings contained in the Principal Trust Deed.

#### 2. Amendments to Principal Trust Deed

Clause 1(a) (13) (definition of "**INTEREST PERIOD**" in respect of Type A Debentures) to be substituted and replaced in its entirety by the following:

"Type A Debentures: the twelve (12) month period from the date immediately succeeding a particular Interest Payment Date and ending on the next Interest Payment Date (inclusive of the aforementioned commencement date and end date) and shall include the period commencing from the Date of Allotment and ending on the first Interest Payment Date (inclusive of the aforementioned commencement date and end date) and the period from the date immediately succeeding the last Interest Payment Date before the Date of Redemption and ending on the date immediately preceding the Date of Redemption (inclusive of the aforementioned commencement date and end date)."

#### 3. Survival of Principal Trust Deed

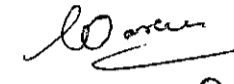
The Parties hereto agree that other than as amended by the terms of this Supplementary Deed of Trust the Principal Trust Deed shall remain in full force and effect, and the terms and provisions of the same are hereby ratified and affirmed by each Party hereto and this Supplementary Deed of Trust shall always be read and construed together with the said Principal Trust Deed.

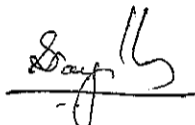
*[Execution Page to follow]*


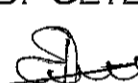
IN WITNESS WHEREOF the said SEYLAN BANK PLC has affixed its Common Seal hereto and the duly appointed authorized signatories of BANK OF CEYLON have set their hands hereunto and to three others of the same tenor and date as These Presents at Colombo on the day herein before mentioned.

The Common Seal of SEYLAN BANK PLC )  
 was affixed hereto in the presence of )  
 Kapila Prasanna Ariyaratne )  
 ..... )  
 Director and )  
 Wadugamudalige Marius Ravindra )  
 Srilal Dias )  
 ..... )  
 Director/Secretary of the said Bank who do )  
 hereby attest the sealing hereof on this )  
 Eleventh..... (.11th) day of June )  
 Two Thousand and Nineteen (2019) )

Witnesses:

1. W.G.W. Srimoule - 795651136V   
 24/17, Haritha Nimalaya, Kimsawatta, Puarakpitya.

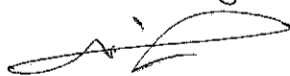
2. Shirani Patabendige - 727610030V   
 381/67 Raja Uyana, Welivita, Malabe  
 Signed by the within named )  
 D P K Gunasekara (Deputy General Manager - )  
 International, Treasury & Investment )  
 and )  
 (Mrs) J Gnanasambanthan (Assistant )  
 General Manager - Investment Banking )

FOR BANK OF CEYLON  
  
  
 Authorised Signatories

..... )  
 being the authorized signatories for and on )  
 behalf of the BANK OF CEYLON on this )  
 Eleventh..... (.11th) day of June )  
 Two Thousand and Nineteen (2019)

Witnesses:

1. L.D.N. Perera - 780220620V  
 505/6, Nelunjakahena Rd, Emberaluwa South, Welisariya.



2. P.C.K. Hewage 845860564V  
 115 B/17, Udasiri Mawatha, Sriyambalagoda, Polgasowita.

