

**SUPPLEMENTARY TRUST DEED
"PREMIER GROWTH FUND"**

THIS SUPPLEMENTARY TRUST DEED is made on this 31st day of January 2019 by and between

1. **PREMIER WEALTH MANAGEMENT LIMITED** previously known as INVESTRUST WEALTH MANAGEMENT LIMITED, a company duly incorporated in the Democratic Socialist Republic of Sri Lanka under the Companies Act No.07 of 2007 bearing registration no. PB 4976 and having its registered office at No: 02, Gower Street, Colombo 05, Sri Lanka (hereinafter referred to as the "**Manager**")
2. **DEUTSCHE BANK AG**, a banking corporation duly incorporated in Germany and acting through its Colombo Branch incorporated in Sri Lanka and bearing company number NF 61 and having an established place of business at No. 86, Galle Road, Colombo 03, Sri Lanka (hereinafter referred to as the "**Retiring Trustee**")
3. **HATTON NATIONAL BANK PLC**, a banking corporation duly incorporated under the Companies Act No. 07 of 2007 bearing Registration No. PQ 82 and having its registered office at 479, T.B. Jayah Mawatha, Colombo 10 (hereinafter referred to as the "**New Trustee**")

(The Manager, Retiring Trustee and New Trustee shall hereinafter be referred to as the Party individually or Parties collectively)

WHEREAS

- (a) The Manager and the Retiring Trustee entered into Deed of Trust dated 19th July 2012 as supplemented by Supplementary Trust Deed dated 2nd December 2014 and Supplementary Trust Deed dated 04th December 2018 ("Principal Trust Deed") in terms of which a unit trust by the name of the "PREMIER GROWTH FUND" ("the Unit Trust") was created and the Trustee agreed to act as the trustee of the Unit Trust and to hold and stand possessed of the assets for the time being of the Unit Trust upon trust for the Holders of the Units of the Unit Trust, subject to the provisions contained in the Principal Trust Deed and any deed supplemental thereto;
- (b) The Retiring Trustee wishes to resign as the Trustee in terms of Clause 25.2 of the Principal Trust Deed and the New Trustee has agreed to act in its place in terms hereof;
- (c) In accordance with Clause 25.5 of the Principal Trust Deed the appointment of the New Trustee has been approved by the Securities and Exchange Commission of Sri Lanka on 28th January 2019.
- (d) The Parties do hereby execute these presents to give effect to the aforesaid resignation and appointment and the amendments necessitated thereby in terms of Clause 32 of the said Principal Trust Deed.

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

1. The Manager does hereby appoint the New Trustee to be the Trustee of the Premier Growth Fund established by the said Principal Trust Deed to the intent that all assets, liabilities, right, obligations and entitlements of the Retiring Trustee shall henceforth vest in the New Trustee in terms of the said Principal Trust Deed and that the New Trustee shall and may exercise such trusts, powers and authorities vested by the said Principal Trust Deed in the Trustees of the Premier Growth Fund as if the New Trustee had been originally appointed Trustee by the said Principal Trust Deed.

2. Every reference to the Trustees shall be deemed to be a reference to the New Trustee.
3. Every reference to Deutsche Bank AG, Colombo Branch and Deutsche Bank AG be deemed to be a reference to Hatton National Bank PLC.
4. The Parties hereto agree that the modifications alterations and additions to the Principal Trust Deed as contained in this Supplementary Trust Deed:
 - (a) does not prejudice the interests of the existing Holders and does not operate to release the Trustees or the Managers from any responsibility to Holders and that no such modification alteration or addition shall impose upon any Holder any obligation to make any further payment in respect of his Units or to accept any liability in respect thereof;
 - (b) is necessary due to the resignation of the Retiring Trustee in terms of Clause 25.2 of the Principal Trust Deed; and
 - (c) is not in conflict with the Unit Trust Code issued by the Commission or any condition laid down in the licence granted by it.
5. The Parties hereto agree that other than as amended by the terms of this Supplementary Trust Deed, 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 the Manager and the New Trustee.
6. This Deed of Amendment and any non-contractual obligations arising out of or in connection with this Deed of Amendment shall be governed by and interpreted in accordance with Sri Lankan law.

[Execution Page to Follow]

IN WITNESS WHEREOF the said PREMIER WEALTH MANAGEMENT LIMITED has placed its common seal and **DEUTSCHE ABNK AG, COLOMBO BRANCH** and **HATTON NATIONAL BANK PLC** have set their respective hands hereunto and to two others of the same tenor at Colombo on this 9th day of January.....Two Thousand and Nineteen.

The Common Seal of PREMIER WEALTH MANAGEMENT LIMITED
 was affixed hereto in the presence)
 of H.A.A. Sirisena.....(Director) and)
S. Kumarapperuma.....(Director/Secretary) who do)
 hereby attest the sealing thereof)

PREMIER WEALTH MANAGEMENT LIMITED

[Signature] Director)
[Signature] Director)

Witnesses:


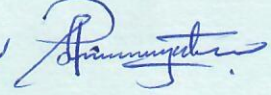
1. M. A. Poorna Manushka 872280464 Poorna Manushka
2. K.T.N. Devena 6516206514 [Signature]

Signed for and on behalf of **DEUTSCHE BANK AG,**
COLOMBO BRANCH by its Duly Authorized Signatories)
Ruwanki Fernando)
 and Dilan Jayasinghe)

For and on behalf of
DEUTSCHE BANK AG,
COLOMBO BRANCH

[Signature] Attorney)
[Signature] Attorney)

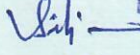
Witnesses:

1. K.T. KRISHNANTHAN 863551803V 
2. P. Suganthan 861350479V 

Signed for and on behalf of HATTON NATIONAL)
BANK PLC by its Duly Authorized Signatories)
JONATHAN ABAYWICKREMA)
and TYRONE HANAIAN)



Witnesses:

1. V. Sivakajan 922930295V 
2. Don Dinak Rehan Vithanage 980692132V 