

SUPPLEMENTARY TRUST DEED
AMANA CANDOR SHARIAH BALANCED FUND

THIS SUPPLEMENTARY TRUST DEED is made on this^{09th} day of October 2018
by and between:

1. **CANDOR ASSET MANAGEMENT (PRIVATE) LIMITED** a company incorporated in the Democratic Socialist Republic of Sri Lanka under registration No. PV75997 and having its registered office at Level 8, South Wing, Millennium House, 46/58 Nawam Mawatha, Colombo 2, in the said Republic (hereinafter referred to as the **“Manager”**)

AND

2. **DEUTSCHE BANK AG, COLOMBO BRANCH**, a banking corporation duly incorporated in the Federal Republic of Germany and having its registered office at 12, Taunusanlage, Frankfurt am Main, Federal Republic of Germany and having a branch office at No. 86 Galle Road, Colombo 3 in the said Republic of Sri Lanka (hereinafter referred to as the **“Retiring Trustee”**)

AND

3. **HATTON NATIONAL BANK PLC** a banking corporation duly incorporated under the Companies Act No 7 of 2007 and bearing Registration No. PQ 82 having its registered office at 481, T.B. Jayah Mawatha, Colombo 10 in the said Republic of Sri Lanka (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 a Deed of Trust dated 15th October 2013 (**“Principal Trust Deed”**) and Supplementary Trust Deed dated 9th December 2014 in terms of which a unit trust by the name of the **AMANA CANDOR SHARIAH BALANCED FUND** (**“the Unit Trust”**) was created and the Retiring 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 on 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 27.1 of the Principal Trust Deed and the New Trustee has agreed to act in its place in terms hereof;
- C. In accordance with Clause 27.4 of the Principal Trust Deed the appointment of the New Trustee has been approved by the Securities and Exchange Commission of Sri Lanka on 6th September 2018;

- D. The Parties do hereby execute These Presents to give effect to the aforesaid resignation of the Retiring Trustee and appointment of the New Trustee 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 Manger does hereby appoint the New Trustee with effect from 01st November 2018 to be the Trustee of the Amana Candor Shariah Balance Fund established by the said Principal Trust Deed to the intent that all assets, liabilities, rights, 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 Retiring Trustee in the New Trustee of the Amana Candor Shariah Balance Fund as if the New Trustee had been originally appointed as the Trustee by the said Principal Trust Deed.
2. 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 Trustee 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 27.1 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.
3. 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.
4. 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 Authorised Signatories of the said CANDOR ASSET MANAGEMENT (PRIVATE) LIMITED, DEUTSCHE BANK AG and HATTON NATIONAL BANK PLC have set their respective hands hereunto and to two other of the same tenor at Colombo on this ...04th... day of October Two Thousand and Eighteen.

The duly appointed authorised signatories)
 Ravindra Abeysuriya)
 and Shazil Ismail)
 of CANDOR ASSET MANAGEMENT (PRIVATE))
 LIMITED have set their respective hands hereto in the)
 presence of us.)

Ravindra Abeysuriya
Shazil Ismail



Witnesses:

1. Ravindra Amarasinghe
NIC 663589422V
2. Ineka Shanez Denuwille
737650936V

[Handwritten signatures of witnesses]

The duly appointed authorised signatories)
 ROHAN RODRIGUES)
 and DILAN JESUDASAN)
 of DEUTSCHE BANK AG COLOMBO)
 BRANCH have set their respective hands hereto in the)
 presence of us.)

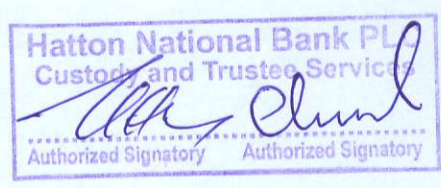
[Handwritten signatures of Rohan Rodrigues and Dilan Jesudasan]
 DEUTSCHE BANK AG
 COLOMBO BRANCH
 Attorney Attorney

Witnesses:

1. T. Z. Chendon (902072373V)
2. K. T. Krishanthan (863551803V)

[Handwritten signatures of witnesses]

Signed by TYRONE HATTAN)
 and JONATHAN ABEYWIICKREMA)
 The Authorised Signatories of HATTON NATIONAL)
 BANK PLC in the presence of us.)



Witnesses:

1. Asheni Abeysinghe
987100763V
128/4, Quarry Rd., leafuwawala, Boratala gamuwa
2. Purnee Wathsalg
966762039V
226/1, Hospital Road, Kalubowitig

[Handwritten signatures of witnesses]

