THE COMPANIES ACT NO. 7 OF 2007

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

UNION BANK OF COLOMBO PLC

Certified as a True Copy

Laswie Tsung
Company Secretary
Union Bank of Colombo PLC

ARTICLES OF ASSOCIATION

OF

UNION BANK OF COLOMBO PLC

(Incorporating amendments made upto 31st August 2022 to the Articles of Association adopted by Special Resolution passed on 30th day of October 2009, 27th May 2011, 17th day of September 2014, on 31st March 2017and 31st August 2022)

1. The Rules contained in the First Schedule to the Companies Act No. 7 of 2007, shall not apply to the Company which shall be governed by the regulations contained in these Articles of Association subject however to repeal, alteration or addition by Special Resolution. Notwithstanding anything to the contrary, in the event of there being any conflict in the provisions contained herein and the substantive provisions ofthe law as set out in the Companies Act aforesaid or in the event of these Articles being silent on any matter, the provisions if any, in the said Companies Act in relationthereto, shall apply to the Company.

   Notwithstanding anything to the contrary contained herein, the provisions of these presents shall always be subject to the Banking Act No.30, of 1988 as amended and shall all times supersede the provisions of any other law in force.

2. In these presents, if not inconsistent with the subject or context, the words standing in the first column of the table next hereafter contained shall bear the meaning set opposite to them respectively in the second column thereof.

Words	Meanings
Banking Act	Banking Act No.30 of 1988 as amended from time to time
Dividend	Has the meaning assigned thereto by the Act.
Distributions	Has the meaning assigned thereto by the Act and

	shall also include an issue of shares made by way of capitalization of reserves
In writing	Written or produced by any substitute for writing, or partly one and partly another.
Month	Calendar month.
Office	The Registered Office of the Company
Ordinary Resolution and Special Resolution	Have the meanings assigned thereto respectively by the Act
Paid-up	Paid up or credited as paid up
Seal -	The Common Seal of the Company
Statutory Requirements -	Banking Act and any other applicable Ordinance Act of Parliament applicable to the business of the Company and any Rules, Regulations and Directions made thereunder
Shareholder -	The shareholders of the Company for the time being and from time to time.
The Act -	The Companies Act No. 7 of 2007, all amendments thereto including all regulations made thereunder and every other Act or Ordinance for the time being in forceconcerning companies and affecting the Company
The Board -	"The Directors" of the Company acting collectively at Meetings of Directors properly convened and constituted and shall include a reference to the Directors.

The Company -	UNION BANK OF COLOMBO LIMITED, a company having the liability of its Shareholders limited to the amount if any unpaid on the shares respectively held by them
The Directors -	The Directors of the Company for the time being acting in conformity with these Articles and where the context so admits or requiresinclude an Alternate Director
The Listing Rules -	The Listing Rules of the Colombo Stock Exchange and any amendments made thereto from time to time
These presents -	These Articles of Association, as herein adopted or as from time to time altered by Special Resolution
Year	Calendar year.

The expression 'debenture' or 'debenture holder' shall include, 'debenture stock' and 'debenture-stockholder' and the expression 'Secretary' shall include any person, firm or company appointed by the Directors to perform any of the duties of the Secretary.

And Words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender and words importing persons shall include corporations.

Save as aforesaid any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

3. CAPACITY OF THE COMPANY

(1) To carry on banking business in all its branches and aspects and in particular, but without prejudice to the generality of the foregoing, the business of accepting deposits of money on current accounts or otherwise, subject to withdrawal by cheque, draft or order.

(2) To carry on the business of borrowing, raising or taking up of money, lending or advancing of money either upon or without security, drawing, making, accepting, discounting, buying, selling, collecting and dealing in bills of exchange, promissory notes, coupons, drafts, bills of lading, railway receipts, warrants, debentures, certificates, scrips and other instruments and securities whether transferable or negotiable or not, granting and issuing letters of credit, travellers cheques and circular notes, buying, selling and dealing in bullion and specie, buying and selling of foreign exchange including foreign bank notes, acquiring, holding, issuing on commission, underwriting and dealing in stocks, funds, shares, debentures, debenture stocks, bonds, obligations, securities and investments of all kinds, purchasing and selling of bonds, scripts or other forms of securities on behalf of constituents or others, negotiating loans and advances, receiving all kinds of bonds, scripts or valuables on deposit or for safe custody or otherwise and the carrying on of the business of safe deposit and the collection and transmissionof money and securities.

(3) To carry on the business of contracting for public and private loans and negotiating and issuing the same.

(4) To carry on the business of promoting, effecting, insuring, guaranteeing, underwriting, participating in, managing and carrying out any issue, public or private, of State of Municipal or other loans or of shares, stock, debentures or debenture stock of any company, corporation or association and the lending of money for the purpose of any such issue.

(5) To carry on and transact every kind of guarantee and indemnity business.

(6) To promote or finance or assist in promoting or financing any business undertaking or industry, either existing or new, and developing or forming thesame either through the instrumentality of syndicates or otherwise.

(7) To provide medium and long term credit for development.

(8) To establish or undertake and execute trusts.

(9) To undertake and administer estates as executor, trustee or otherwise.

(10) To engage in the business of hire purchase services, factoring, leasing and warehousing.

(11) To develop banking for the Socio-Economic and spiritual advancement of society.

(12) To acquire by purchase, lease or exchange, hire or otherwise of any property movable or immovable and any right of privilege which the Company may think necessary or convenient to acquire or the acquisition of which in the opinion of the Company is likely to facilitate the realization of any securities held by the Company or to prevent or diminish any apprehended loss or liability.

(13) To manage, sell and realize all property movable and immovable which may come into the possession of the Company in satisfaction or part satisfaction of its claim.

(14) To acquire and hold and generally deal with any property and any right, title or interest in any property movable or immovable which may form the security or part of the security for any loans or advances or which may be connected with any such security.

(15) To take or otherwise acquire and hold shares in any other company having objects similar to those of the Company.

(16) To establish and support or aid in the establishment and support of associations, institutions, funds, trustees and conveniences calculated to benefit employees or ex-employees of the Company or the dependents or connections of such persons,

to grant pensions and allowances and making payments towards insurance, subscribe to or guarantee moneys for charitable or benevolent objects or for any exhibition or for any public, general or useful objects.

(17) To acquire, construct, maintain and alter any building or works necessary or convenient for the purpose of the Company.

(18) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, or turn to account or otherwise deal with all or any part of the property and rights of the Company.

(19) To acquire and/or undertake the whole or any part of the business of any person or company when such business is of a nature enumerated or described under objects of the Company.

(20) To do all such other things as are incidental or conducive to the promotion or advancement of the business of the Company.

(21) To conduct research and to provide for the training in banking, accounting, valuation, project and credit appraisal and allied subjects.

(22) To provide for the participation of the employees of the Company in the equity of the Company and to limit such participation to their tenure of employment.

(23) To establish branches of the bank established by the Company, subsidiary companies or associate companies with the controlling interests held by the Company, in Sri Lanka or elsewhere, for the purpose of the objects of the Company.

(24) To establish and carry on banking business in other parts of the world as branches of or affiliated to the Company.

(25) To carry on the business of acting as agents for Governments or local authorities or for any other person or persons.

(26) To carry on agency business of any description other than the business of amanaging agent of any company, which is not a banking company, but including the clearing and forwarding of goods, the power to act as attorneys and to give discharges and receipts.

(27) To engage in Management consultancy business.

(28) To carry on banking businesses and all businesses affiliated and connected thereto as sanctioned by law and as maybe amended from time to time.

(29) To carry on from time to time any other business as specified in Schedule II of the Banking Act No.30 of 1988.

LIABILITY OF SHAREHOLDERS

4. The liability of the Shareholders is limited to the amount (if any) unpaid on the shares held by them as provided in Section 88 read together with Section 269 of the Act.

CAPITAL

5. The Stated Capital of the Company as at the date of adoption of these presents is Rs.1,757,500,000/- and represents 144,250,000 Ordinary shares issued by the Company and fully paid for as at this date.

6. (i) The Board may resolve to increase such capital from time to time by the creation and issue of new shares (including different classes of shares which confer rights other than those set out in Article 9 hereof) at such consideration and on such terms and conditions and whether redeemable or otherwise and with or without a right of preference whether in respect of dividend or repayment of capital voting or otherwise or such other special, limited or conditional rights (or confer no voting rights) as the Board may by the resolution sanctioning the increase determine and set out in the terms of issue in relation to such new shares.

(ii) All new shares shall be subject to the provisions of these presents with reference to payment of calls, lien, transfer transmission, forfeiture and otherwise.

7. Prior to the issue of any shares as provided for in of these presents, the Board shall decide on the consideration at which a share shall be issued; which consideration shall in its opinion be fair and reasonable to the Company and all existing Shareholders.

8. The consideration for which a share is issued may take such form or a combination of such forms, including Cash, Promissory Notes, Future services, Property of any kind; or Other securities of the Company.

9. Unless otherwise determined by the Terms of Issue of such the Company's shares shall confer on the holder thereof the right to one vote on a poll at a meeting of the Company on any resolution, the right to an equal share in dividends paid by the Company, and the right to an equal share in the distribution of the surplus assets of the Company on liquidation.

10. The Terms of Issue referred to in these presents shall be consistent with the provisions of these presents (and be invalid and of no effect to the extent that they are not so consistent); and be deemed to form part of the Articles of Association of the Company as referred to in Section 16 and be amended in accordance with Section 15 of the Act.

SHARES

11. The Shares created as aforesaid shall be at the disposal of the Board, and subject to the provisions of Articles 12 & 19 hereof and subject to such other applicable provisions of the Act and these presents as hereinafter set out, they may allot, grant options over or otherwise dispose of them to such persons, at such times and on such terms as they think proper.

12.(i) Notwithstanding anything to the contrary unless approved by a Special Resolutionof the relevant interest group, the Directors shall in the issue of shares which rank equally with or above existing Shares in relation to voting or distribution rights,

first offer such shares to the holders of the existing shares (being the relevant interest group) in such manner as would, if the offer was accepted (fractions being ignored), maintain the relative voting and distribution rights of those shareholders. Provided however that the Company may issue any shares to any person whomsoever pursuant to the exercise of any warrants issued by the Company, without offering such shares to the holders of existing shares in a manner which would, if the offer was accepted, maintain the relative voting and distribution rightsof those shareholders.

(ii) The offer made in terms of sub-section (i) herein shall remain open for acceptance for a reasonable period of time.

(iii) The Board shall have power to allot any shares not subscribed in an offer as set out in sub-section (i) hereof to any existing shareholder or to a third party.

13. The Company may purchase or otherwise acquire any of its own shares in accordance with the provisions of the Act.

14. The Company may redeem a share in terms of the Act, where the terms of issue provide for such redemption.

15. In terms of the Banking Act, the Company shall not give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company nor shall the Company make a loan for any purpose whatsoever on the security of its shares.

16. The Company may by Ordinary Resolution:

(i) Consolidate all or any of its shares issued at the time, with the objective of reducing the number of shares in issue;

(ii) Sub-divide (split) all or any of its shares issued at the time with the objective of increasing the number of shares in issue

leaving unaffected the relative voting and distribution rights of the holder of those shares.

17. Subject to the provisions of the Banking Act and any applicable Statutory Requirements the Company may by Special Resolution reduce its stated capital in such manner as authorized by the Act.

18. The Company may at any time, subject to the provisions of the Act, pay a commission to any person subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company or procuring or agreeing toprocure subscriptions (whether absolute or conditional) for any shares in the Company but so that, if the commission shall be paid or payable out of capital, thestatutory conditions and requirements shall be observed and complied with and the commission shall not exceed ten percent on the value of the shares in each case subscribed or to be subscribed. Such commission may be satisfied in whole or in part by the allotment (if so agreed) of fully or partly paid shares. The Company may also on any issue of shares pay such brokerage as may be lawful.

18. A

(i) Notwithstanding any other provision to the contrary herein contained, the shares issued by the Company shall be held by shareholders of the Company in accordance with the Statutory Requirements for the time being in force, which may limit the number of shares or the percentage of shares that may howsoever be held by any person in the Company.

(ii) For the purposes of Article 18A(i) above, the Company Secretary may conduct such inquiry/inquiries as the Board of Directors may deem fit, into the beneficial ownership of anyshare/s in the Company, at any time, whether such share/s are held by any person/s or are to be acquired by any person/s.

(iii) (a) Upon the direction of the Board of Directors, the Company Secretary may require any shareholder of the Company or a transferee of a share in the Company to disclose by means of a sworn affidavit or by such other means whatsoever as may be necessary as specified by the Company Secretary, all information and other relevant documents that the Company Secretary may deem relevant to ascertain their

shareholding in the Company. The information required to be disclosed may include particulars of the direct and indirect associations and/or relationships of any other person or entity whomsoever and whatsoever, with the shareholder or the transferee, as the case may be, as to the ultimate beneficial interest in the share.

(b) The Company Secretary may require such a shareholder or transferee to also submit any other documents that the Company Secretary may deem necessary in ascertaining that the ultimate beneficial interest in the share/s is with the person or persons who is or are said to have or seem to have the ultimate beneficial interest in such share/s.

(iv) (a) Whenever the Company Secretary, after making all such inquiries as he/she may consider necessary, is of the opinion that any share/s held in the Company that is registered in its share register in the name of any person whomsoever, including the Central Depository System (CDS), contravenes Article 18A(i) above, the Company Secretary, upon the direction of the Board of Directors, shall issue a notice on such person whose name is so registered, requiring such person to sell the number of shares held by such person in excess of the shareholding permitted under Article 18A (i) above within the time stipulated in such notice.

(b) Whenever the Company Secretary, after making all such inquiries as he/she may consider necessary, is of the opinion that a transferee is acquiring shares contrary to Article 18A(i) above, the Company Secretary as authorised by the Board of Directors shall not enter the name of such transferee in the share register of the Company, in respect of the number of shares purchased by such transferee or the CDS, as the case may be, in excess of the shareholding permitted under Article 18A(i) above.

(v) In the event that a person to whom a notice is addressed by the Company Secretary in accordance with this Article to sell any excess shares within a stipulated time period fails to comply with the said notice, shall be deemed for all intent and purposes of having duly appointed the Company Secretary to immediately act for and on behalf of such person, to sell such excess shares as aforementioned, to take steps to open a securities account at the CDS, to give directions to licensed stock brokers, to sign the transfer form/s and all other documents and to do all other acts whatsoever that are necessary for the sale of the aforementioned excess shares, to receive the sale

proceeds thereof for and on behalf of such person and to retain such sale proceeds for collection by such person, less all charges and expenses pertaining to such sale.

(vi) Whenever the Company Secretary is deemed to have been appointed as aforementioned, the said person shall forthwith surrender to the Company Secretary on demand, the share certificate(s) held by him, if the relevant shares are not already deposited in a securities account at the CDS. In the event that he fails to do so, the Board of Directors may order the cancellation of such certificate(s)and issue of a fresh certificate(s) in lieu thereof to the said person for the number of shares such person is entitled to hold in terms of Article 18A(i)above, whereupon the said share certificate shall be deemed to have been cancelled and the said person shall be deemed to have for all intent and purposes consented to the issuance of the fresh certificate(s) in his name.

(vii) Any person claiming under or through a shareholder or a transferee or any person connected to them shall have no right or claim whatsoever against the Company and/or Board of Directors and/or the Company Secretary regarding the sale of such excess shares, except to receive as aforesaid the net sale proceeds retained by the Company Secretary.

(viii) For avoidance of doubt, it is expressly stated by this Sub-Article that all the provisions in this Article 18(A) shall apply to persons for whose benefit any shares in the Company are held in trust by the CDS.

VARIATION OF RIGHTS

19. (i) Whenever the shares of the Company are divided into different classes, the special rights attached to any class may subject to the provisions of the Act be varied or abrogated only with the sanction of a Special Resolution passed at a separate General Meeting of such holders (but not otherwise), and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a Winding Up. To every such separate General Meeting all the provisions of these presents relating to General Meetings of the Company or to the proceedings thereat, shall mutatis mutandis apply except, that the necessary quorum shall be two persons at least holding or representing by proxy one-third in

nominal amount of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, those of such holders who are present shall be a quorum) and that any holder of shares in the class present in person or by proxy may demand a poll, and that such holders shall on a poll have one vote for every share of the class held by them respectively.

(ii) The rights conferred upon the shareholders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided that by the terms of issue of the shares of that class, be deemed to be varied by the creation of issue of further shares ranking pari passu therewith.

20. Except as required by law or otherwise permitted by the Act, no person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by or compelled in any way to recognize any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share, or (except as provided by these presents or by the Act or any other relevant law) any other right in respect of any share, expect an absolute right to theentirety thereof in the registered holder.

CERTIFICATES

21. (i) Every person whose name is entered as a Shareholder in the Register of Shareholders shall be entitled without payment to receive within two months after allotment or lodgment of a valid transfer (or within such other period as the terms of issue shall provide) one certificate for all his shares of any one class or upon payment for every certificate after the first, of such sum as the Directors shall fromtime to time determine, several certificates for one or more shares of any one class. Where a Shareholder transfers part only of the shares comprised in a certificate the old certificate shall be cancelled and a new certificate for the balance of such shares issued in lieu without charge. Every certificate shall be issued under theSeal and bear the signatures of two Directors or of at least of one Director and the Secretary, or such other person as may be authorized by the Directors by a resolution of the Board, and shall specify the number of shares to which it relates Provided that the Company shall not register more than three persons as the joint- holders (including the principal holder) of any shares (except in the case of

executors administrators or heirs of a deceased Shareholder), and in the case of a share held jointly by several persons, the company shall not be bound to issue more than one certificate therefore and delivery of a certificate to one of such persons or his duly authorized representative shall be sufficient delivery to all.

(ii) Where the Directors so resolve one of the signatures on Share, or Debenture certificates issued by the Company according to the provisions of these articles may with the approval and subject to the control of the auditors transfer auditors or bankers of the Company be in the form of an autographic signature stamped or printed or impressed thereon.

22. If a share certificate be defaced, lost or destroyed, it may be replaced on payment of such fee (if any), as determined by the Directors from time to time, and on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in investigating evidence as the Directors think fit.

CALLS ON SHARES

23. The Directors may from time to time make calls upon the Shareholders in respect of any moneys unpaid on shares and not by the terms of issue thereof made payable at fixed times, provided that no call on any shares shall exceed one- fourth of the consideration payable on the share or be payable at less than one month from the date fixed for the payment of the last preceding call, and each Shareholder shall (subject to at least twenty days' notice being given specifying thetime or times and place of payment) pay to the Company at the time or times specified, the amount called on his shares. A call may be revoked or postponed as the Directors may determine.

24. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed and may be made payable by installments.

25. The joint-holders of shares shall be jointly and severally liable to pay all calls in respect thereof.

26. If a sum called in respect of a share is not paid before or on the date appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate, as the Directors determine at the time of issue of such shares, but the Directors shall be at liberty to waive payment of such interest wholly or in part.

27. Any sum which by the terms of issue of a share becomes payable upon allotment, or at any fixed date shall for all the purposes of these presents be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these presents as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

28. The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid, and the time of payment.

29. The Directors may, if they think fit, receive from any Shareholder willing to advance the same all or any part of the moneys uncalled and unpaid upon the shares held by him and such payment in advance of a call shall extinguish, so far as the same shall extend, the liability upon the shares in respect of which it is made. In respect of the moneys paid in advance of calls, on so much thereof as from time to time exceeds the amount of the calls then made upon the shares concerned, the Company may pay interest at such rate as the Shareholder paying such sum and the Directors agree upon.

FORFEITURE AND LIEN

30. If a Shareholder fails to pay in full any call or installment of a call on the day appointed for the payment thereof, the Directors may at any time thereafter serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest and expenses which may have accrued.

31. The notice shall name a further day (not being less than twenty-eight days from the date of the notice) on or before which and the place where the payment required by the notice is to be made and shall state that in the event of non-payment in

accordance therewith the shares on which the call was made will be liable to be forfeited.

32. If the requirements of any such notice as aforesaid are not complied with, anyshare in respect of which such notice has been given may at anytime thereafter, before payment of all calls and interest and expenses due in respect thereof has been made be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder.

33. A share so forfeited or surrendered shall become the property of the Company and may be sold re-allotted or otherwise disposed of, either to the person who was before such forfeiture, or surrender the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit, and at any time before a sale, re-allotment or disposition the forfeiture or surrender may be cancelled on such terms as the Directors think fit. The Directors may, if necessary, authorize some person to transfer a forfeited or surrendered share to any such other person as aforesaid.

34. A Shareholder whose shares have been forfeited or surrendered shall cease to be a Shareholder in respect of the shares, but shall notwithstanding the forfeiture or surrender remain liable to pay the Company all moneys which as at the date of forfeiture or surrender were presently payable by him to the Company in respect of the shares, with interest thereon as the Directors determine at the time of issue of such shares from the date of forfeiture or surrender until payment but the Directors may waive payment of such interest either wholly or in part.

35. The Company shall have a first and paramount lien on every share not being a fully paid share for all moneys, whether presently payable or not, called or payable at a fixed time in respect of such share, and the Company shall also have a first and paramount lien and charge on all shares (other than fully paid shares) standing registered in the name of a single Shareholder for all the debts and liabilities in the name of a single Shareholder or his estate to the Company and that whether the same shall have been incurred before or after notice to the Company of any equitable or

other interest in any person other than such Shareholder, and whether the period for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such Shareholder or his estate and any other person, whether a Shareholder of the Company or not. The Company's lien (if any) on a share shall extend to all dividends payable thereon. The Directors may resolve that any share shall for some specified period be exempt from the provisions of this Article.

36. The Company may sell in such manner as the Directors think fit any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of the sum presentlypayable, and giving notice of intention to sell in default, shall have been given to the holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.

37. The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. For giving effect to any such sale the Directors may authorize some person to transfer the shares sold to the purchaser.

38. A declaration in writing under oath or affirmation that the declarant is a Director of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share and such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof, together withthe certificate of proprietorship of the share delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitutea good title to the share, and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not be bound tosee to the application of the purchase money (if any) nor shall his title to the share be

affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the share.

39 The provisions of these regulations as to forfeiture shall apply in the case of non- payment of any sum which by the terms of issue of a share, becomes payable at a fixed time, whether on account of the consideration payable on the share, as if the same has been payable by virtue of a call duly made and notified.

TRANSFER OF SHARES

40. Subject to such of the restrictions in these presents as may be applicable any Shareholder may transfer all or any of his shares by instrument in writing in any usual or common form or any other form which the Directors may approve and may be under their hand only.

41. The instrument of transfer of a share shall be signed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Shareholders in respect thereof.

42. The Directors may, in their absolute discretion, and without assigning any reason therefor, decline to register any transfer of shares (not being full paid shares) to a person of whom they shall not approve and they may also decline to register any transfer of shares (not being fully paid shares) on which the Company has lien. If the Directors refuse to register a transfer, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

43. In the event the shares of the Company are quoted on the Colombo Stock Exchange, notwithstanding anything to the contrary in these Articles, as long as the shares of the Company are so quoted the Directors may register without assuming any liability therefor any transfer of shares which is in accordance with the rules and regulations in force for the time being and from time to time as laid down by such licensed Stock

Exchange and any agency whose primary object is to act as Central Depository for such Exchange.

44. In the event the shares of the Company are quoted on the Colombo Stock Exchange, notwithstanding any provisions in these Articles suggesting the contrary, shares so quoted in the Colombo Stock Exchange shall be freely transferable and registration of the transfer of such quoted shares shall not be subject to any restriction, save and except to the extent required for compliance with statutory requirements.

45. All instruments of transfer which have been registered shall be retained by the Company.

46. The Directors may decline to recognize any instrument of transfer unless:

(i) The instrument of transfer properly stamped is deposited at the Office or such place as the Directors may appoint accompanied by the Certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do).

(ii) The instrument of transfer is in respect of only one class of shares.

(iii) Nothing herein contained shall preclude the Directors from recognizing a renunciation of an allotment of any shares by the allottee thereof in favour of some other person, provided that the terms of the issue permits such right of renunciation. The Directors shall have the same right to refuse to recognize as if the allottee were the transferee named in an ordinary transfer presented for registration.

(iv) In the event the shares of the Company are quoted on the Colombo Stock Exchange where applicable in terms of section 28(1)(a) of the Securities & Exchange Commission Act No.36 of 1987 as amended by Act No.26 of 1991 and Act No.18 of 2003, the written approval of the Securities & Exchange Commission is deposited as set out in (i) above in addition to the documents set out in (i) above.

REGISRATION OF TRANSFERS

47 The Directors may by such means as they shall deem expedient authorize the registration of transfers or transmissions of shares without the necessity of any meeting of the Directors for that purpose.

48. The Company may, after notice published in the Gazette and in any newspaper circulating in the district of Colombo suspend the registration of transfers and close the Register of Shareholders for such period as the Directors may from time to time determine, provided always that such registration shall not be suspended orthe Register of Shareholders closed for more than thirty working days in any year.

49. There shall be paid to the Company in respect of the registration of any probate, letters of administration, certificate of marriage or death, power of attorney or other document relating to or affecting the title to any share or for making entry in the Register of Shareholders affecting the title to any share, such fee, as the Directors may from time to time require or prescribe.

TRANSMISSION OF SHARES

50. Subject to the provisions set out in respect of the Transfer of Shares, in the case of the death of a Shareholder the survivors or survivor where the deceased was a joint-holder, and the executors or administrators of the deceased or in the case ofan estate not administrable in law, the next of kin whose claim can be recognized for purposes of inheritance where the deceased was a sole or only surviving holder, shall be the only persons recognized by the Company as having any title to his shares, but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.

51 Subject to the provisions set out in respect of the Transfer of Shares, any person becoming entitled to shares in consequence of the death or bankruptcy or insolvency of any Shareholder may upon making a request in writing to theCompany, upon producing proper evidence of the grant of probate or letters of

administration or such other evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, may, with the consent of the Directors be registered as a Shareholder in respect of such shares or may subject to the regulations as to transfers herein- before contained, transfer such shares. The Directors shall have the same right to refuse to register a person entitled to any shares by transmission in terms of this clause or his nominee, as if he were the transferee named in an ordinary transfer presented for registration.

52. A person becoming entitled to a share in consequence of the death or bankruptcy of a Shareholder may be given a discharge for all dividends and other moneys payable in respect of the share, but he shall not be entitled in respect thereof to exercise any right conferred by shareholdership in relation to meetings of the Company, or save as otherwise provided by or in accordance with these presents, to any of the rights or privileges of a Shareholder until he shall have become a Shareholder in respect of the share.

GENERAL MEETINGS

53. The Company shall once in each calendar year hold a General Meeting as its Annual General Meeting not later than six months after the balance sheet date of the Company in addition to any other meetings in that year and not later than 15 months from the date of the previous Annual General Meeting of the company. The Annual General Meetings shall be held at such time and place as the Directors shall appoint. All General Meetings other than the Annual General Meetings shall be called Extra-Ordinary General Meetings. The Directors may whenever they think fit, convene an Extra-Ordinary General Meeting.

NOTICE OF GENERAL MEETINGS

54.(1) An Annual General Meeting and any General Meeting (other than an adjourned meeting) at which it is proposed to pass a Special Resolution or (save as provided by the Statutes) a resolution of which special notice has been given to the company, shall be called by giving fifteen working days notice in writing at the least and any other General Meeting by ten working days notice in writing at the least, (exclusive

in either case of the day on which it is served or deemed to be served and of the day for which it is given) given in manner hereinafter mentioned to such Shareholders as are under the provisions of these presents entitled to receive such notices from the Company and to the Auditors: Provided that a General Meeting notwithstandingthat it has been called by shorter notice than that specified above shall be deemed to have duly called if it is agreed –

(i) In the case of an Annual General Meeting, by all the Shareholders entitled to attend and vote threat; and

(ii) In the case of any other meeting, by the Shareholders having a right to attend and vote at the meeting, being Shareholders together holding shares which carry not less than ninety-five per centum of the voting rights, on each issue to be considered and voted on at that meeting.

(2) Notice of every General Meeting shall be given in the manner as set out hereinunder 'Notices'.

(3) Notice of Meetings shall be given to the Auditors of the Company.

The accidental omission to give notice to, or the non-receipt of notice by any person entitled thereto shall not invalidate the proceedings at any General Meeting.

55. (i) Every notice calling a General Meeting shall specify the place and the day and hour of the meeting, and there shall appear with reasonable prominence in every such notice a statement that a Shareholder entitled to attend and vote is entitled to appoint a proxy or proxies, to attend and vote instead of him and that a proxy need notbe a Shareholder of the Company.

(ii) In the case of an Annual General Meeting the notice shall also specify the meeting as such.

(iii)In the case of any General Meeting at which business other than routine business is to be transacted the notice shall specify the general nature of the business; and if any resolution is to be proposed as an Ordinary Resolution or as a Special Resolution, the notice shall contain a statement to that effect.

56. Routine business shall mean and include only business transacted at an Annual General Meeting of the following classes, that is to say-

(i) Considering the Balance Sheet, the Report of the Directors and Auditors, and other accounts and documents required to be annexed to the Balance Sheet;

(ii) Appointing Auditors and fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed;

(iii) Electing Directors in place of those retiring by rotation or otherwise.

(iv) Approving donations

57. The Directors shall on the requisition of Shareholders holding (at the date of deposit of the requisition) shares which carry not less than ten per centum of the votes which may be cast on an issue, and upon which all calls or other sums then due have been paid, forthwith proceed to convene an Extraordinary General Meeting of the Company to consider and vote on that issue in accordance with the provisions of section 134 of the Act in relation thereto.

RESOLUTION IN LIEU OF MEETING

58. A resolution in writing signed by not less than Eighty-Five per centum (85%) of the Shareholders who would be entitled to vote on a resolution at a meeting of shareholders, who together hold not less than Eighty-Five per centum (85%) of the votes entitled to be cast on that resolution, shall be valid as if it had been passed at a General meeting of those shareholders.

PROCEEDINGS AT GENERAL MEETINGS

59. No business shall be transacted at any General Meetings unless a quorum is present when the meeting proceeds to business Three Shareholders present in person or by proxy or attorney or (in the case of a corporation) by authorized representative shall be a quorum for all purposes.

60. (i) If within fifteen minutes from the time appointed for the meeting, a quorum is not present, the meeting if convened on the requisition of Shareholders, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine, and if at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the Shareholders present (if more than one) shall be a quorum.

(ii) A Resolution passed at an adjourned General Meeting of the Company shall for all purposes be treated as having been passed on the date on which it was in fact passed, and shall not be deemed to have been passed on any earlier date.

61. The Chairman or Deputy-Chairman (if any) of the Directors shall preside as Chairman at every General Meeting. If there be no such Chairman or Deputy-Chairman, or if at any meeting he be not present within five minutes after the time appointed for holding the meeting or be unwilling to act, the Directors present shall choose one of their number to be Chairman of the meeting or, if no Directors are present or if all the Directors present decline to take the Chair, the Shareholders present shall choose one of their number present to be Chairman of the meeting.

62. The Chairman of the meeting may, with the consent of any meeting at which aquorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of anoriginal meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

63. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by-

(i) The Chairman of the meeting; or

(ii) Not less than Three persons present in person or by attorney or representative or by proxy and entitled to vote; or

(iii) A Shareholder or Shareholders present in person or by attorney or representative or by proxy and representing not less than one-tenth of the total voting rights of all the Shareholders having the right to vote at themeeting.

A demand for a poll may be withdrawn. Unless a poll be demanded (and the demand be not withdrawn) a declaration by the Chairman of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against such resolution.

64. If a poll is duly demanded (and the demand be not withdrawn), it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the Chairman of the meeting may direct, and the result of a poll shall be deemed to be the resolutionof the meeting at which the poll was demanded. The Chairman may (and if sorequested shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

65. In the case of an equality of votes, whether on a show of hands or poll, the Chairman of the meeting at which the show of hands takes place or at which the poll isdemanded shall be entitled to a second or casting vote.

66. A poll demanded on the election of a Chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the meeting) and place as the Chairman may direct. No notice need be given of a poll not taken immediately.

67. The demand for a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which the poll has beendemanded.

VOTES OF SHAREHOLDERS

68. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Shareholder who (being an individual) is present in person or by proxy or attorney who is not a Shareholder or (being a corporation) is present by a representative or proxy or attorney who is not a Shareholder, shall have one vote. Subject as aforesaid upon a poll every Shareholder who is present in person or by proxy or by attorney or by representative shall be entitled to one vote for each share held by him.

69. In the case of joint-holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint-holders, and for this purpose seniority shall be determined by the order in which the name stands in the Register of Shareholders in respect of the joint holding.

70. A Shareholder of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, *curator bonis* or other person in the nature of a committee or *curator bonis* appointed by such court, provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the Office not less than forty eight hours before the time appointed for holding the meeting or adjourned meeting at which such person claims to vote, or in the case of a poll not less than forty-eight hours before the time appointed for the taking of the poll.

71. Unless otherwise determined by the Terms of Issue, no Shareholder shall be entitled to vote at a General Meeting either personally or by proxy, or to exercise any privilege as a Shareholder unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

72. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

73. On a poll votes may be given either personally or by proxy or by attorney or by representative and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

74. The instrument appointing a proxy shall be in writing and

(i) in the case of an individual shall be signed by the appointor or by his attorney; and

(ii) in the case of a corporation shall be signed as provided by its Articles of Association by person/s authorised to do so, on behalf of the corporation. The Company may, but shall not be bound to require evidence of the authority of any person so signing

(iii) A proxy need not be a Shareholder of the Company.

75. The instrument appointing a proxy, and the power of attorney (if any) under which it is signed, or a notarially certified copy of such power, or any other document necessary to show the validity of or otherwise relating to the appointment of the Proxy shall be deposited for inspection at the Office not less than thirty six hours before the time appointed for holding the meeting or adjourned meeting, or in the case of a poll before the time appointed for taking of the poll at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid, provided however in the case of a meeting called by shorter notice as set out in Section 135(3) of the Act a proxy and any other documents as aforesaid shall be valid if deposited at the office not less than twenty four hoursbefore the time appointed for holding the meeting called by such shorter notice orsuch adjourned meeting.

76. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit: -

UNION BANK OF COLOMBO PLC

(Company Registration Number PB.....)

I/We, ... of .....being a Shareholder/Shareholders of the above-named Company, hereby appoint,..... of .....or failing him,..... ..... of ....., as my/our proxy to represent me/us and to speak and vote whether on a show of hands or on a poll for me/us on my/our behalf at.....the (Annual or Extraordinary, as the case may be) General Meeting of the Company to be held on the day of .....20....., and at any adjournment thereof

Signed this ..... day .....of 20.....

77. (i) Any form of proxy issued by the Company may in the case of a meeting at which special business is to be transacted be so worded that a Shareholder may direct his proxy to vote either for or against any of the resolutions to be proposed.

(ii) The proxy shall be deemed to include the right to demand or join in demanding a poll, vote on a show of hands or on a poll and to speak at the meeting.

(iii) A shareholder shall not be entitled to appoint more than one proxy except as set out in Section 139(2) of the Act.

(iv) An instrument appointing a proxy whether in the usual common form or not, shall unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates and need not be witnessed.

78.(i) A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or revocation of the proxy, or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company

at the Office before the commencement of the meeting or adjourned meeting (or in the case of a poll before the time appointed for the taking of the poll) at which the proxy is used.

(ii) Notwithstanding anything to the contrary, in the event of the Appointor of the Proxy (the Principal) attending the meeting, the authority of the Proxy to attend and in any way participate at the meeting shall stand automatically cancelled and revoked.

CORPORATIONS ACTING BY REPRESENTATIVE

79. Any corporation which is a Shareholder of the Company may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Shareholders of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual Shareholder of the Company.

DIRECTORS

80. The Board of Directors shall consist of not less than seven (07) or not more than thirteen (13) Members in number, which number may be varied subject to relevant statutory requirements

81. At the date of adoption of these Articles of Association the Directors of the Company are

Ajita de Zoysa
Ajith Wijeyesekera
Ananda Wijetilaka Atukorala
Dishan Amrit Jitendrakumar Warnakulasuriya
Alexis Indrajit Lovell
Bodahandi Asoka Keerthi de Silva
Dr. Liyanamohottige Joseph Sri Harsha Cabral
Anil Suneetha Amarasuriya

H R H Prince Faisal Al-Abdullah Al-Faisal Al-Saud
Kin Leong Chong
Yiu Joe Toh
Gerard Ewe Keng Lim

82. Subject to the Act the Company may by Ordinary Resolution from time to time increase or reduce the maximum or minimum number of Directors.

83. The shareholding qualification for Directors may be fixed by the Company in general meeting and unless and until so fixed no qualification shall be required.

84. (i) Subject to the provisions of the Act, the Directors may from time to time appoint one or more of their body to be Managing or Joint Managing Director on such terms and for such period as they may determine. Any such agreement or arrangement may be made on such terms and for such period as they think fit. A Director so appointed shall not whilst holding that office require any qualification or be subject to retirement by rotation or be taken into account in determining the rotation of Directors.

(ii) The appointment of any Director to the office of Managing or Joint Managing Director shall be subject to termination if he ceases from any cause to be a Director, but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.

85. The Directors may entrust to and confer upon an Executive Director any of the powers exercisable by them other than the powers that are exclusively exercisable bya Director as set out in the Sixth Schedule of the Act, upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

86. An Executive Director shall receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) as the Directors may determine.

APPOINTMENT, RETIREMENT, REMOVAL & VACATION OF OFFICE OF DIRECTORS

87. The office of a Director shall be vacated in any of the following events, namely -

(i) If he becomes prohibited by law from acting as a Director including

(a) If he is convicted of any offense under the Act punishable by imprisonment; or

(b) If he is convicted of any offense involving dishonest or fraudulent acts whether in Sri Lanka or elsewhere.

(ii) If he resigns by writing under his hand left at the Office.

(iii) If he ceases to hold office in terms of Section 207 of the Act.

(iv) If he be absent from Meetings of the Directors for three months without leave, and the Directors resolve that his office be vacated.

(v) If he be requested in writing by all his co-Directors to resign.

(v) If he becomes disqualified from being a Director in terms of Section 202 of the Act.

(vii) If he is removed in terms of Article 93 hereof, read together with Section 206 of the Act.

(viii) If being an Independent Non-Executive Director, he ceases to be "independent" that would result in the Company not being able to maintain theproportion of the Independent Directors on the Board as required by theListing Rules and / or the Banking Act or Rules Regulations and Directions made thereunder. Whether a Director is independent or not shall be determined by a majority of Directors.

(ix) Upon him reaching seventy (70) years of age as referred to in the Banking Act and any Rules, Regulations and Directions made thereunder.

(x) Upon holding the office of Director for a period of nine (9) years as referred to in the Banking Act and any Rules, Regulations and Directions made thereunder.

(xi) Any other provision in terms of the Banking Act or Rules, Regulations and Directions made thereunder requiring a Director to cease holding the office of Director.

88. At each Annual General Meeting,

(i) one-third of the Directors for the time being, shall retire from office. Provided that a Director appointed to the office of Managing or Joint Managing Director, shall not, while holding that office or a Director vacating office in terms of 88 (ii), be subject to retirement by rotation or be taken into account indetermining the Directors to retire in each year;

(ii) a Director in office appointed in terms of Section 210/211 of the Act shall retire, even though his term of office has not expired in terms of Section 211, of the Act and be eligible for re-appointment, if such appointment is approved by the Shareholders in terms of Section 211of the Act;

a Director retiring at a meeting shall retain office until the close of the meeting including any adjournment thereof.

89. The Director to retire in every year shall be that Director who, being subject to retirement by rotation, have been longest in office since their last election or appointment, but as between persons who became or were last re-elected Directors on the same day the Directors to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for re-election.

90. The Company at the meeting at which a Director retires in the manner aforesaid shall fill the vacated office by electing a person thereto, and in default the retiring Director shall be deemed to have been re-elected, unless -

(i) at such meeting it is expressly resolved not to fill such vacated office, or a resolution for the re-election of such Director is put to the meeting and lost; or

(ii) Such Director has given notice in writing to the Company that he is unwilling to be re-elected; or

(iii) the default is due to the contravention of the next following Article.

91. Except as otherwise provided by the Act, a motion for the appointment of two or more persons as Directors by a single resolution shall not be made at any General Meeting unless a resolution that it shall be so made has first been agreed to by the meeting without any vote being given against it; and any resolution moved in contravention of this provision shall be void.

92. No person other than a Director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for appointment as a Director at any General Meeting, unless not less than seven nor more than fourteen days before the day appointed for the meeting there shall have been left at the Office notice in writing signed by some Shareholder duly qualified to attend and vote at the meeting for whichsuch notice is given, of his intention to propose such person for election, and also an intimation in writing signed by the person to be proposed, of his willingness to be elected.

93. The Company may by Ordinary Resolution in terms of Section 206 of the Actremove any Director before the expiration of his period of office, notwithstanding anyprovision of these presents or of any agreement between the Company and such Director, but without prejudice to any claim he may have for damages for breach of any such agreement.

94. The Company may by Ordinary Resolution appoint another person in place of a Director removed from office under the last preceding Article, and any person so appointed hereunder shall be subject to retirement by rotation at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director. In default of such appointment the vacancy so arising may be filled by the Directors as a casual vacancy.

95. The Directors shall have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an additional Director, but so that the total number of Directors shall not at anytime exceed the maximumnumber fixed by or in accordance with these presents. Any Director so appointed shall hold office only until the next Annual General Meeting and shall then be eligible for re-election.

GENERAL POWERS OF DIRECTORS

96. Subject to the provisions of the Act, the Articles and to any directions given by special resolution, the business of the company shall be managed by the Directorswho may exercise all the powers of the company. No alteration of the Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present mayexercise all powers exercisable by the Directors.

97. The Directors may, as set out in section 20 of the Act, by an instrument in writing appoint any person to be its Attorney either generally or in relation to a specified matter on such conditions as they determine including authority for the Attorney to delegate all or any of his powers.

98. Subject to Section 186(2) (a) and (b) of the Act the directors may delegate any of their powers other than those exercisable exclusively by the Directors as set out in the Sixth Schedule of the Act, to any committee consisting of one or more directors. They may also delegate to the Chairman, Deputy Chairman, Managing Director, General Manager, or any Director holding any other executive office or employee of the company or any other person such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered.

99. (i)The Directors may establish and make contributions or concur or join with other companies (being subsidiary companies of the Company or companies with which it

is associated in business) in establishing and making contributions out of the Company's moneys to any provident funds, schemes or funds for providing pensions, sickness or compassionate allowances, life assurance or other benefits for employees (which expression as used in this and the following sub-paragraph shall include any Director) and ex-employees of the Company and their widows and dependents or any class or classes of such persons.

(ii) The Directors may pay, enter into agreements to pay or make grants of revocable or irrevocable, and either subject or not subject to any terms or conditions pensions or other benefits to employees and ex-employees and their widows and dependents or to any of such persons including pensions or benefits additional to those (if any) to which such employees or ex-employees or their dependents are or may becomeentitled under any such scheme or fund as mentioned in the last preceding sub- paragraph. Any such pension or benefit may, as the Directors consider desirable, be granted to an employee either before or in anticipation of, or upon or at any time after his actual retirement.

100. The Directors shall be authorised to open and operate upon local and/or foreign currency banking accounts on such terms and conditions as may be thought fit and generally to sign, draw upon, accept, endorse or otherwise execute all cheques, promissory notes, drafts, bills of exchange and/or other negotiable instruments as the case maybe, in such manner as the Directors shall from time to time by resolution determine.

101. The Directors may arrange that any branch of the business carried on by the Company or any other business in which the Company may be interested shall be carried on by or through one or more subsidiary companies, and they may on behalf of the Company make such arrangements as they think advisable for taking the profits or bearing the loses of any branch or business so carried on and they may appoint, remove and re-appoint any persons (whether Shareholders of their own body or not)to act as Directors , Executive Directors or managers or other officers of any such company or any other company in which the Company may be interested, and may determine the remuneration (whether by way of salary, commission on profits or otherwise) of any person so appointed.

102. The Directors may establish any Local Boards or Agencies for managing any of the affairs of the Company, either in Sri Lanka or elsewhere, and may appoint on such terms and conditions any persons to be Shareholders of such Local Boards, or any Managers or Agents, and may fix their remuneration, and may subject to applicable provisions of the Act if any and on such terms and conditions, delegate to any Local Board, Manager or Agent any of the powers, authorities and discretions vested in the Directors, with power to sub-delegate and may authorise the Shareholders of any Local Boards, or any of them to fill any vacancies therein, and to act notwithstanding vacancies, and the Directors may remove any person so appointed and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such removal, annulment or variation shall be affected thereby.

103. The Directors may exercise all the powers of the Company [subject to Section 185(2)(c) of the Act] to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, and to issue debentures, debenture stock, convertible loan stock and other securities, whether as primary or as collateral security for any debt, liability or obligation of the Company, any subsidiary or holding company or any third party; and to issue notes bonds and other obligations of the Company, either for cash or as consideration of assets other than cash

104. Subject to the provisions of the Act and these presents, the Directors may guarantee any debt, liability or obligation of the Company, any subsidiary or holding companyor any third party.

ISSUE OF DEBENTURES

105.105.

(i) Any bonds, debentures, debenture stock, convertible loan stock or other securities issued or to be issued by the Company shall be under the control of the Directors, who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.

(ii) The Directors may issue Debentures according to the terms of issue which may be irredeemable or redeemable only on the happening of a contingency, however remote, or on the expiration of a period however long; the Debentures may be cancelled or may be re-issued either by the Company re-issuing the same Debentures or by issuing

of other Debentures in their place. The provisions of Section 84 of the Act shall be applicable to the issue of Debentures.

(iii) Debentures, debenture–stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

(iv) Any debentures, debenture-stock, bonds or other securities may be issued at a discount, premium, or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at General Meetings of the Company, appointment of Directors and otherwise.

(v) All certificates for debentures, debenture-stock, convertible loan stock or other securities issued in terms of this Article shall bear the signature of two Directors or at least of one Director and the Secretary, or such other person as may be authorised by the Directors by a resolution of the Board and shall be in the manner as set out in Article 21 hereof.

REMUNERATION AND EXPENSES OF DIRECTORS

106. The Board shall determine the payment of remuneration and other benefits by the Company to a Director for services as a Director or in any other capacity (outside the scope of the ordinary duties of a Director) in the manner as set out in Section 216 of the Act, if the Board is satisfied that to do so is fair to the Company.

107. The Directors may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors, or of committees of the Directors, or General Meetings, or which he may otherwise incur in or about the business of the Company, or may pay to any Director such allowances as the Directors think proper in respect of such expenses.

108. Any Director who serves on any committee or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Directors may determine.

PROCEEDINGS OF DIRECTORS

109.(i) The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting of the Directors shall be determined by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

(ii) A Director may and the Secretary on the requisition of a Director shall, at anytime summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from Sri Lanka.

(iii)Directors meetings may be held by contemporaneously linking by telephone or other means of visual or oral communication of all the Directors. An expression by a Director of consent or dissent to a resolution by means of a communication by telefax or telefacsimile transreceiver or by telephone or other means of visual or oral communication shall be deemed for all purposes to be equivalent to such Director signing a resolution for the purpose of this Article.

110. Subject to the Statutory Requirements, the quorum necessary for the transaction of the business of the Directors may be fixed by the Directors from time to time, and unless so fixed such quorum shall be five. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.

111. (i) A Director shall forthwith after being aware of the fact that he is in any way, whether directly or indirectly interested in a contract or proposed contract with the Company declare the nature of his interest in accordance with Section 192 of the Act. ADirector is considered as "interested" for the purpose of the Act in instances set out in Section 191 of the Act. A general notice entered in the interest register or disclosed to the Board to the effect as set out in 192(2) of the Act shall be sufficient disclosure of such interest.

(ii) A Director having a relevant interest in any shares issued by the Company as at the date the Act came into operation or becomes a Director of the Company thereafter, or

who acquires or disposes of a relevant interest in shares issued by the Company shall forthwith disclose to the Board such interest in the manner set out in Section 200 of the Act. A Director is considered as having a "relevant interest" in shares issued by the Company for the purposes of Section 200 of the Act in instances set out in Section 198 read together with Section 199 of the Act.

112. (a) Save as by the next following article otherwise provided and subject to the provisions of the Banking Act a Director shall not vote in respect of any contract or arrangement in which he is interested (and if he shall do so his voteshall not be counted) nor for the purpose of any resolution regarding the same shall be counted in the quorum present at the meeting but this article shall not apply to

(i) any arrangement for giving to him any security or indemnity in respect of money lent by him or obligation undertaken by him for the benefit of the Company; or

(ii) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or

(iii) any contract by him to subscribe for or underwrite shares or debentures of the Company; or

(iv) any contract or arrangement with any other Company or firm in which he is interested only as a Director or partner or other officer or creditor of or as a shareholder in or beneficially interested in the share of the Company.

(b) Subject to the provisions of the Banking Act, the provisions of this article may at any time be suspended or relaxed to any extent and either generally or in respect of any particular contract, arrangement or transaction carried out in contravention of this article may be ratified by ordinary resolution of the Company.

113. A Director notwithstanding his interest may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any office or place of profit under the Company or whereat the Directors resolve to exercise any of the rights of the Company (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a Director to hold any office or place of profitunder any other company or whereat the Directors resolve to enter into or make any arrangements with him or on his behalf pursuant to these presents, or whereat the terms of any such appointment or arrangement as hereinbefore mentioned areconsidered, and he may vote on any such matter other than in respect of the appointment of or arrangements with himself or the fixing of the terms thereof.

114.(i) A Director may hold any other office or place of profit under the Company (other than the office of Auditor) and he or any firm of which he is a Shareholder or corporation of which he is a Shareholder or Director may act in any capacity for the Company (other than as Auditor) in conjunction with his office of Director, for such period and on such terms (as to remuneration and otherwise) as the Directors may determine. No Director or intending Director shall be disqualified by his office from contracting with the Company, either with regard thereto or as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relationthereby established.

(ii) A Director may be or become a director or other officer of, or otherwise interested in, any company promoted by the Company, or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable for any remuneration or other benefits received by him as a director or officer of, or from his interest in, such other company. The Directors may utilize the voting power on any shares or securities in any such company as aforesaid for the purpose of fixing the remuneration of the directors of such company or any of them.

115. Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional servicesas if he were not a Director; provided that nothing herein contained shall authorize a Director or his firm to act as auditor to the Company.

116.(i) The continuing Directors may act notwithstanding any vacancies, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these presents the continuing Directors may act for the purposes of filling up vacancies or of summoning General Meetings of the Company, but not for any other purpose. If there be no Directors or Director able or willing to act, then any two Shareholders may summon a General Meeting for the purpose of appointing Directors.

(ii) Where the number of Directors of the Company is reduced to one, such soleDirector shall not resign from office until he has called a Meeting of Shareholders to receive notice of his resignation and to appoint one or more Directors. Notwithstanding the terms of the notice of resignation, such notice so given by a sole Director shall not take effect until the date of the Meeting of Shareholders herein referred to.

117. The Directors may appoint and remove a Chairman and Deputy Chairmen of their meetings and may determine the period for which they are to hold office. If no Chairman or Deputy Chairmen shall have been appointed, or if at any meeting the Chairman or Deputy Chairmen be not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the Meeting.

118. A resolution in writing signed by all the Directors for the time being in Sri Lanka (provided such number of Directors in Sri Lanka shall constitute a valid quorum of Directors as hereinbefore set out) shall be as effective as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors.

119.(i) Any powers of the Directors delegated to a Committee of Directors as set out in Article 98 shall in the exercise of the powers so delegated conform to any regulation that may be imposed on them by the Directors.

(ii) The meetings and proceedings of any such committee consisting of two or more Shareholders shall be governed by the provisions of these presents regulating the meetings and proceedings of the Directors, so far as the same are applicable and are not superseded by any provision in the Act or regulations made by the Directors.

120. All acts done by any meeting of Directors, or of a committee of Directors, or by any person acting as a Director, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any such Director, or person acting as aforesaid, or that they or any of them were disqualified or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and hadbeen entitled to vote.

ALTERNATE DIRECTORS

121. Any Director may at any time by notice in writing left at the Office appoint any person approved by the Directors to be an Alternate Director of the Company to act in his place provided that such appointment and shall be in compliance with the Banking Act and any Rules, Regulations and Directions made thereunder and the following provisions of this Article shall apply to any person so appointed.

122. A person appointed to be an Alternate Director shall not in respect of such appointment be entitled to receive any remuneration from the Company nor be required to hold any share qualification but the Directors may repay the Alternate Director such reasonable expenses as he may incur in attending and returning from meetings of the Directors which he is entitled to attend or which he may otherwise properly incur in or about the business of the Company or may pay such allowances as they may think proper in respect of these expenses.

123.(i) An alternate Director shall (on his giving an address for such notices to be served upon him) be entitled to receive notices of all meetings of the Directors and of all

meetings of committees of directors of which his appointor is a Shareholder, to attend and vote as Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all the functions of his appointor as a Director in the absence of such appointor.

(ii) Save as otherwise provided in the Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

124. An Alternate Director may be appointed for a specified period or until the happening of a specified event but he shall *ipso facto* cease to be an Alternate Director in any of the following events, that is to say:-

(i) upon the resumption of his duties as a Director of his appointor;

(ii) if his appointor ceases for any reason to be a Director: Provided that if any Director retires by rotation but is re-elected at the meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired

(iii) if the appointment of the Alternate Director is revoked by notice in writing left at the office by his appointor;

(iv) if the Directors resolve that the appointment of the Alternate Director be terminated: Provided that such termination shall not take effect until the expiration of thirty days after the date of the resolution of the Directors.

(v) If he become prohibited by law from acting as alternate Director including

a) If he is convicted of any offense under the Act punishable by imprisonment; or

b) If he is convicted of any offense involving dishonest or fraudulent acts whether in Sri Lanka or elsewhere.

(vi) If he resigns by writing under his hand left at the Office.

(vii) If he ceases to hold office in terms of Section 207 of the Act

(viii) If he becomes disqualified from being a Director in terms of Section 202 of the Act.

(ix) Upon him reaching seventy (70) years of age as referred to in the Banking Act and any Rules, Regulations and Directions made thereunder

(x) Upon holding the Office of Director for a period of nine (9) years as referred to in the Banking Act and any Rules, Regulations and Directions made thereunder.

(xi) Any other provision in terms of the Banking Act or Rules, Regulations and Directions made thereunder requiring a Director to cease holding the office of Director

125. A Director shall not vote on the question of the approval of an Alternate Director toact for him or on the question of the termination of the appointment of such an Alternate Director under sub-paragraph (iv) of the last foregoing sub-clause of this Article, and if he does so his vote shall not be counted; nor for the purpose of any resolution for either of these purposes shall he be counted in the quorum present at themeeting.

MINUTES

126. The Directors shall cause minutes to be made in books provided for the purpose: -

(i) of all meetings held and resolutions passed by the Directors and Committees held within the previous ten years

(ii) Proceedings and resolutions passed at all Meetings of the shareholders of the Company, within the previous ten years.

SECRETARY

127.(i) The Directors shall appoint on such terms and conditions and at such remuneration as may be agreed upon, a person, firm or company qualified in accordance with the terms of the Act to be the Company Secretary.

(ii) The duties of the Secretary shall, unless otherwise determined by the Board include:

a) Keeping all records and registers required by the Act to be kept by the Company;

b) Recording and maintaining the minutes required by the preceding Article or otherwise as required by these presents or prescribed by the Act;

c) Performing any other functions which by these presents are to be performed by the Secretary and generally to execute all other duties which may from time to time be assigned by the Directors to the Secretary.

(iii) The Board may remove the Secretary.

CONTRACTS & SEAL

128. (1) A contract or other enforceable obligation may be entered into by the Company as follows:

(a) an obligation which, if entered into by a natural person is required by law to be in writing signed by that person and be notarially attested, may be entered into on behalf of the company in writing signed under the name of the company by –

(i) two directors of the company, as authorized by a resolution of the Board and placing the Company Seal

(ii) by any one Director and Secretary of the Company as authorized by a resolution of the Board and placing the Company Seal

(iii) By any other person as authorized by a resolution of the Board.

(iv) one or more attorneys appointed by the company, as set out in Article 97 hereof and be notarially executed;

(b) an obligation which, if entered into by a natural person is required by law to be in writing and signed by that person, may be entered into on behalf of the company in writing signed by two Directors or by a Director and Secretary and placing the Company Seal or by any other person as authorized by a resolution of the Board;

(c) an obligation which if entered into by a natural person is not required by law to be in writing, may be entered into on behalf of the company in writing or orally by a Director or a person authorized by a resolution of the Board.

(d) The provisions of subsection (1)(a) (b) and (c) shall apply to a contract or other obligation –

(i) whether or not that contract or obligation is entered into in Sri Lanka; and

(ii) whether or not the law governing the contract or obligation is the law of Sri Lanka.

(e) For the purpose of section (1) (a), (b) & (c), a company may use a generally recognized abbreviation of any word in the name, unless it is misleading to do so.

(2) (a) The Board shall provide for the safe custody of the Seal and the Seal shall only be used by the authority of the Board or of a committee of directors authorised by the Board in that behalf. Subject to the provisions of the next succeeding sub-paragraph the seal of the Company shall not be affixed to any deed, certificate for shares, stock, debenture-stock or other form of security or other instrument except in the presence of two or more of the Directors or of one Director and the Secretary who shall attest the

sealing thereof. Such attestation on the part of the Secretary, in the event of a firm being the secretaries, shall be signified by a partner or duly authorised agent of the said firm signing the firm name or for and on behalf of the said firm as such secretaries. In the event of a Company being the secretary, such attestation shall be signified by a director or the secretary or the duly authorised agent of such company signing for and on behalf of such company as secretaries. The sealing shall not be attested by one person in the dual capacity of Director and secretary or representative of the secretaries.

(b) Where the Board shall so resolve in the case of certificates for shares of the Company (which shall not however be deemed to include letters of allotment issued under the signature of the secretary on behalf of the Company) or in the case of certificates for debentures, debenture-stock, loan stock or other forms of security (other than securities created by deed for which provision is made in the preceding sub-paragraph of this article) attest or attests the sealing thereof may, with the approval and subject to the control of the auditors or the transfer-auditors or the bankers of the Company, be in the form of an autographic signature stamped or printed or impressed by manual or mechanical means thereon.

(c) Any document sealed in accordance with the foregoing provisions of this Article shall be presumed to have been executed by the Company.

AUTHENTICATION OF DOCUMENTS

129. Any Director or the Secretary or the Assistant Secretary (if any) or any person appointed by the Directors for the purpose shall have the power to authenticate any documents affecting the constitution of the Company (including the Articles ofAssociation) and any resolutions passed by the Company or the Directors, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts ; and whereany books, records , documents or accounts are elsewhere than at the Office the local manager or the officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid.

DIVIDENDS

130. Subject to the provisions of the Act, the Directors may from time to time approve the payment of dividends, whether interim or final, without the need for approval by an ordinary resolution of the shareholders, provided always however that the same is from and out of the profits of the Company as determined by reference to acceptable accounting practices.

131. Subject to any applicable accounting regulations and/or provisions in the Act, a dividend is a distribution out of profits of the Company other than any acquisition by the Company of its own shares or redemption of shares by the Company.

132. The Directors may direct the payment of dividend wholly or partly by the distribution of specific assets and in particular paid up shares debentures or debenture stock of the Company or any other company or in any other form or specie or in any one or more of such ways.

133.(1) Subject to the rights of persons if any, entitled to shares with special rights or such other special terms with regard to dividend, all dividends shall be declared and paid equally on all fully paid shares of a particular class in respect whereof the dividend is paid (without reference to the consideration paid per share) and in respect of shares subject to calls, the entitlement to the dividend shall be prorated to the percentage value of the amount in fact paid on the share (with reference to the total amount payable on the share) at the time of the declaration of such dividend. For purposes of this Article only no amount paid on a share in advance of calls shall be treated as paid on the share. If any share is issued on terms providing that it shall rank for dividend as from a particular date or to a specified extent and/or a dividend is expressed to be payable on a specified date to persons registered on some earlier date as the holders ofshares in respect of which the dividend is declared notwithstanding that such persons may not be so registered on the date of the declaration or payment, such share shall rank for dividend accordingly.

(2) The Directors shall not authorize or otherwise approve a dividend in respect of some shares in a class and not others of that class or of a greater amount in respect of some shares in a class than other shares of that class, except where -

(i) the amount of the dividend is reduced in proportion to any liability attached to the shares under the Company's Articles; or

(ii) a shareholder has agreed in writing to receive no dividend or a lesser dividend than would otherwise be payable.

134. If and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors may pay fixed cumulative preferential dividends on any class of share carrying a fixed cumulative preferential dividend expressed to be payable on fixed dates on the half-yearly or other dates, if any, prescribed for the payment thereof by these presents or by the terms of issue of the shares, and subject thereto may also from time to time pay to the holders of any other class of shares interim dividends thereon of such amounts and on such dates they think fit.

135. No dividend or other moneys payable on or in respect of a share shall bear interest as against the Company.

136. The Directors may deduct from any dividend or other moneys payable to any Shareholder on or in respect of a share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise.

137. The Directors may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

138. The Directors may retain the dividends payable upon shares in respect of which any person is under the provisions as to the Transmission of Shares hereinbefore contained entitled to become a Shareholder, or which any person under those provisions is entitled to transfer, until such person shall become a Shareholder in respect of such shares or shall duly transfer the same.

139. The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of six years from the date of declaration of such dividend may be forfeited and if so forfeited shall then revert to the Company. All unclaimed dividends may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

140. Any dividend or other moneys payable in cash on or in respect of a share may be paid by cheque or warrant sent through the post to the registered address of the Shareholder or person entitled thereto or as otherwise directed in writing by such Shareholder or person, or if several persons are registered as joint-holders of the shareor are entitled thereto in consequence of the death or bankruptcy of the holder, to any one of such persons or to such person at such address as such persons may by writing direct. Every such cheque or warrant shall be made payable to the order of the personto whom it is sent or to such person as the holder or joint-holders or person or personsentitled to the share in consequence of the death or bankruptcy of the holder may direct, and payment of the cheque or warrant if purporting to be endorsed or signed byway of receipt shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.

141. If several persons are registered as joint- holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder, any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the share.

RESERVES

142. Subject to the provisions of the Act, the Directors may, before recommending any dividend, set aside, out of the profits of the Company, such sums as they think proper as a reserve fund to meet contingencies or for equalizing dividends, or for special dividends, or for repairing , improving, and maintaining any of the property of the Company, and for such other purposes as the Directors shall in their discretion think conducive to the interests of the Company; including investing any part of the sums so set-aside upon such investments (other than in shares of the Company) as they

may think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company. The Directors may divide the reserve fund into such special funds as they think fit and may employ the reserve fund or any part thereof in the business of the Company and that without being bound to keep the same separate from the other assets. The Directors may also without placing the same to reserve carry forward any profits which they may think not prudent to divide.

CAPITALISATION OF PROFITS AND RESERVES

143.(i) The Directors may in the exercise of their powers and having regard to the Company's Accounts and other Financial information resolve that it is desirable to capitalise all or any part of the amount for the time being standing to the credit of any of the Company's Reserve Accounts or to the credit of the profit and loss account or otherwise available for distribution and accordingly that such sum be set free for distribution amongst the Shareholders who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the samebe not paid for in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Shareholders respectively or for distributing, credited as fully paid shares of a value determined by the Directors as provided for in the Act to and amongst such Shareholders in the proportion aforesaid or partly in the one way and partly in the other and the Directors shall give effect to such resolution. A distribution herein referred to shall include debentures or other securities of the Company.

(ii) Pursuant to the foregoing, the Directors shall make all the appropriations and applications of the amounts to be capitalised thereby, and all allotments and issues of fully paid shares, debentures or securities, as the case may be, and generally shall do all acts and things required to give effect thereto including the issue of fractional certificates or otherwise the sale of all or a part of such fractions as the case may be. The Directors shall also have the power to authorise any person to enter on behalf of all the Shareholders interested into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up of any shares to which they may be entitled to upon such capitalisation or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their

respective proportions of the amount resolved to be capitalized or any part of the amounts remaining unpaid on their existing shares or for appointing any person tosign transfers of shares to avoid fractional certificates. Any agreement made under such authority shall be effective and binding on all such Shareholders.

COMPANY RECORDS & REGISTERED OFFICE

144. Subject to Section 116(3) of the Act the Company shall keep the documents referred to in Section 116(1) of the Act in the form as set out in Section 117 of the Act, for the periods as set out in Section 116 (2) of the Act.

145. The Company or the Directors on behalf of the Company, may in the exercise of the powers in that behalf conferred by Act cause to be kept a branch register or register of Shareholders and the Directors may (subject to the provisions of the Act) make and vary such regulations as they may think fit respecting the keeping of any such register.

146.(i) The Company shall have a registered office in Sri Lanka to which all communications and notices may be addressed.

(ii) The registered office of the Company at a particular time is the place that is the place that is described in the Register maintained by the Registrar General of Companies as the Company's registered office at that time.

(iii) The Directors shall have the power to change the registered office of the Company from time to time in terms of Section 114 of the Act.

(iv) The Registrar may require the Company to change the registered office by notice as set out in Section 115 of the Act.

ACCOUNTS

147. The Directors shall cause to be kept such books of accounts as are necessary to comply with the provisions of the Act. The Directors shall ensure that such records:

(i) correctly record and explain the Company's transactions;

(ii) enable the financial position of the Company to be determined at any time with reasonable accuracy;

(iii) enable the Directors to prepare financial statements in accordance with the Act;

(iv) enable the Financial Statements of the Company to be readily and properly audited.

148. The books of accounts shall be kept at the Office, or at such other place in Sri Lanka as the Directors think fit or with the prior approval of the Registrar General of Companies at such place outside Sri Lanka. The accounting records and Financial Statements of the Company shall be open to the inspection of any of the Directors to the extent and in the manner permitted under section 118 of the Act and to any Shareholder to the extent and in the manner permitted under section 119 of the Act.

149. The Directors shall in accordance with the provisions of the Act cause to be prepared within six (06) months of the Balance Sheet date of the Company (or such other extended time as may be determined by the Registrar General of Companies under section 150 of the Act), Financial Statements, Group Accounts if any and any Reports that may be necessary in compliance with the provisions of the Act including an Annual Report (signed in the manner prescribed) on the affairs of the Company during the accounting period ending on such Balance Sheet date.

150. A printed copy of every balance sheet and profit and loss account which is to be laid before a General Meeting of the Company (including every document required by law to be annexed thereto,) together with a copy of every report of the Auditors relating thereto and of the Directors' report, shall not less than fifteen working days before the date of the meeting be sent to every Shareholder of, and every holder of debentures of the Company and to every other person who is entitled to receive notices from the Company under the provisions of the Act or of these presents [provided that this article shall not require a copy of these documents to be sent to any person of whose address the Company is not aware or to more than one of the

joint-holders, but any Shareholder to whom a copy of these documents has not been sent, shall be entitled to receive a copy free of charge on application at the office]

Provided that the Company may in terms of the provisions to Section 167 of the Act in the first instance, send every Shareholder the Financial Statement in the summarised form as may be prescribed, in consultation with the Institute of Chartered Accountants of Sri Lanka, together with the Annual Report.

Provided further that the Company shall inform each Shareholder that he is entitled to receive the full financial statement if he so requires, within a stipulated period of time.

AUDIT

151. At each Annual General Meeting the retiring Auditor shall, without any resolution being passed, be deemed to have been re-appointed until the conclusion of the next ensuing Annual General Meeting, unless-

(i) He is not qualified for the re-appointment, or

(ii) A resolution has been passed at that meeting in accordance with the Act appointing some other person or firm instead of him or providing expresslythat he shall not be so appointed or,

(iii) He has given to the Company notice in writing of his unwillingness to be re-appointed. In any such case the Company shall at such Meeting appoint some other person in lieu.

152.(i) The Directors shall have the power to fill a causal vacancy in the office of an Auditor by appointing some person or firm to hold such office until the conclusion of the next Annual General Meeting, but while any such casual vacancy continues the surviving or continuing Auditor (if any) may act.

(ii) If at an Annual General Meeting no Auditor is appointed or re-appointed and no appointment is made pursuant to the preceding subsection, and a casual vacancy in the office of auditor is not filled within one month of the occurring of such vacancy, the Registrar General of Companies may appoint an Auditor.

153. The remuneration of the Auditor shall be fixed, if the Auditor is appointed at a General Meeting, in such manner as is determined at the meeting; or if the Auditor is appointed by the Directors, then as determined by the Directors.

154. Subject to the provisions of the Act, all acts done by any person acting as an Auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment, or that he was at the time of his appointment not qualified for appointment.

155. The Auditors shall be entitled to attend any General Meeting and to receive all notices of and other communications relating to any General Meeting which any Shareholder is entitled to receive, and to be heard at any General Meeting on any part of the business of the meeting which concerns him as Auditor.

NOTICES

156. Every Shareholder shall furnish the Company his/her/its address. Where a Shareholder is not resident in Sri Lanka such Shareholder may furnish an address in Sri Lanka as the place to which any communication intended for him/her/it may be sent by the Company and which address shall be deemed to be his/her/its Registered Address for the purpose of this Article.

157. Any notice or document including a share certificate may be served by the Company on any Shareholder either personally or by sending it through the post in a prepaid letter addressed to such Shareholder at his registered address, or (if he has no registered address within Sri Lanka) to the address, if any, within Sri Lanka supplied by him to the Company as his address for the service of notices. Where a notice or other document is served by post, service shall be deemed to be effective at the expiration of twenty-four (24) hours after the letter containing the same is posted, and in proving such service it shall be sufficient to prove that such letter was properly addressed, stamped and posted.

158. In respect of joint holdings, all notices shall be given to that one of the joint-holders whose name stands first in the Register of Shareholders, and notice so given shall be sufficient notice to all the joint-holders.

159. A person entitled to a share in consequence of the death or bankruptcy of a Shareholder, upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, and upon supplying also an address for the service of notices, shall be entitled to have served upon him at such addressany notice or document to which the Shareholder but for his death or bankruptcy would be entitled, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with oras claiming through or under him) in the share. Save as aforesaid any notice or document delivered or sent by post to or left at the registered address of any Shareholder in pursuance of these presents shall notwithstanding that such Shareholder be then dead or bankrupt, and whether or not the Company shall havehad notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name of such Shareholder as sole or joint-holder.

160. Any notice required to be given by the Company to a Shareholder or any of them and not expressly provided for by these Articles, shall be sufficiently given if given by advertisement.

161. Any notice required to be or which may be given by advertisement shall unless otherwise required by the Act be advertised once in Sinhala, Tamil and English National daily news paper.

162. Notwithstanding anything in these Articles contained the Directors may if they so determine, and at the cost and expense of the Company, cause any notice or circular to Shareholders to be sent by air mail to the address outside Sri Lanka of all such Shareholders whose address outside Sri Lanka whether the Shareholder shall have registered an address in Sri Lanka or shall have been sent such notice or circular to his address in Sri Lanka. A notice so sent by airmail; shall be deemed to have been served within twenty-four (24) hours after the posting of the same.

ADMINISTRATORS

163. The Directors may in accordance with the provisions of the Act appoint an Administrator of the Company where the Directors consider that the Company is or is likely to become unable to pay its debts as they fall due and the appointment of such Administrator will likely achieve one or more of the purposes as set out in section 401(2) of the Act.

WINDING UP

164. (i) The Company may be Wound Up –

(a) by the Court

(b) Voluntary; or

(c) Subject to the supervision of the Court;

And the provisions of the Act shall apply to the Winding Up of the Company.

(ii) Subject to any applicable provisions in the Terms of Issue of Shares and the Act, any surplus assets of the Company shall be distributed amongst the Shareholders in proportion to the number of shares held by each such Shareholder, after all Creditors of the Company have been paid, all costs, charges and expenses of Winding Up including the remuneration of the Liquidators have been met and all preferred and other debts satisfied.

INSURANCE AND INDEMNITY

165.(i) The Company may indemnify a Director or employee of the Company for any costs incurred by him in any proceeding-

(a) that relates to liability for any act or omission in his capacity as a director or employee; and

(b) in which judgement is given in his favour or in which he is acquitted or which is discontinued or in which he is granted relief under section 526 of the Act.

(ii) The Company may also indemnify a Director or employee of the Company in respect of-

(a) liability to any person other than the Company for any act or omission in his capacity as a director or employee; or

(b) costs incurred by that Director or employee in defending or settling any claim or proceeding relating to any such liability, not being a criminal liability or in the case of a director, liability in respect of a breach of the duty specified in section 187 of the Act.

(iii) The Company may with the prior approval of the Directors effect insurance for any one or more of the Directors or an employee or employees of the Company in respect of-

(a) liability not being criminal liability, for any act or omission in his capacity as a director or employee;

(b) costs incurred by that director or employee in defending or settling any claim or proceeding relating to any such liability;
or

(c) costs incurred by that director or employee in defending any criminal proceedings in which he is acquitted.

(iv) In the aforesaid Article 165 (i) (ii) and (iii) the words "Director" "effect insurance" "employees" "indemnify" shall have the same meaning as set out in Section 218 of the Act.

166. Except to the extent as set out in paragraph 2 of Article 1, notwithstanding anything to the contrary contained in the Articles of Association of the Company, so long as the Company is listed on the Colombo Stock Exchange, the Company shall comply with the Rules of the Colombo Stock Exchange and the Central Depository system, which shall be in force from time to time.