

DEED OF AMENDMENT

ASSETLINE INCOME FUND

THIS DEED OF AMENDMENT is made on this Seventh day of July 2014 by and between ASSETLINE CAPITAL (PRIVATE) LIMITED a Company duly incorporated in the Democratic Socialist Republic of Sri Lanka and having its registered office at No. 75, Hyde Park Corner, Colombo 02 and its principal place of business at No. 120, 120A, Pannipitiya Road, Battaramulla in the said Republic (hereinafter referred to as "the Managers" which term or expression as herein used shall where the context so requires or admits mean and include the said Assetline Capital (Private) Limited, its successors and assigns) of the one part and DEUTSCHE BANK AG, a bank incorporated in the Federal Republic of Germany and having its registered office at 12 Taunusanlage, Frankfurt am Main in the Federal Republic of Germany and having a branch office at 86, Galle Road, Colombo 3, Sri Lanka (hereinafter referred to as "the Trustee" and which term or expression shall include the Trustee for the time being in terms hereof) of the Other Part,

WHEREAS the Managers and the Trustee entered into a Deed of Trust dated 11th June 2014 (the "Principal Trust Deed") in terms of which the Unit Trust named "Assetline Income Fund" (the "Trust") was established

AND WHEREAS the Managers and Trustees wish to amend the provisions of the Principal Trust Deed for the purpose of being more definitive with regard to the Offer Price and Redemption Price of Units

AND WHEREAS the Managers and the Trustee are desirous of entering into this Deed of Amendment in order to amend the Principal Trust Deed in accordance with Clause 32 thereof.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. Definitions

Any terms not defined herein shall have the meaning contained in the Principal Trust Deed.

2. Amendments to Principal Trust Deed

2.1 Clause 12.2 (i) of the Principal Trust Deed shall be deleted in its entirety and replaced with the following:

"12.2 (i) The Offer Price at which any subsequent issue of Units for cash shall be effected shall be the Net Asset Value as at the close of business on the date of issue thereof and adding thereto, such sum as the Managers may consider represent the appropriate provision for Duties and Charges and dividing the same by the number of Units in issue and deemed to be in issue on that date and adding thereto any Front End Fee (if applicable), to be computed to four decimal places."

2.2 Clause 13.1 of the Principal Trust Deed shall be deleted in its entirety and replaced with the following:

"13.1 Subject to Clause 13.3, the Managers shall on a Redemption Date redeem from such Holder the Units (including any fraction of a Unit) comprised in his holding at a Redemption Price per Unit (and proportionately in respect of any fraction of a Unit) ascertained by determining the Net Asset Value as at the close of business on such a Redemption Date and deducting there from such sum as the Managers may consider represents the appropriate allowance for Duties and Charges in relation to the realization of the Deposited Property and dividing the same by the

number of Units then in issue and deemed to be in issue and deducting there from any Exit Fee (if applicable), to be computed to four decimal places. Provided that any Units so redeemed shall be cancelled by the Managers and the notice of such cancellation shall be deemed to have been issued on the day on which such redemption took place.

3. Miscellaneous

3.1 The Managers and Trustees hereto agree that the modifications alterations and additions to the Principal Trust Deed as contained in this Deed of Amendment:

(a) does not prejudice the interests of the existing Holders and does not operate to release the Trustees or the Managers from any responsibility to Holders; and that no such modification alteration or addition shall impose upon any Holder any obligation to make any further payment in respect of his Units or to accept any liability in respect thereof;

(b) is not in conflict with the Code issued by the Commission or any condition laid down in the licence granted by it.

3.2 The parties hereto agree that other than as amended by the terms of this Deed of Amendment, the Principal Trust Deed shall remain in full force and effect, and the terms and provisions of the same are hereby ratified and affirmed by each party hereto.

3.3 This Deed of Amendment and any non-contractual obligations arising out of or in connection with this Deed of Amendment shall be governed by and interpreted in accordance with Sri Lankan law.

3.4 This Deed of Amendment shall be deemed to have come into effect on 11th June 2014.

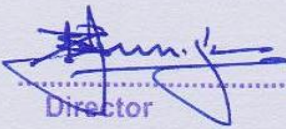

Execution Page to Follow

Four handwritten signatures in blue ink, arranged horizontally. The first signature is a large, stylized scribble. The second is a simple vertical line with a horizontal crossbar. The third is a cursive signature. The fourth is a small, simple mark.

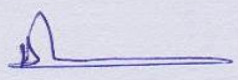

IN WITNESS WHEREOF the Directors of Assetline Capital (Private) Limited and the duly authorised representatives of Deutsche Bank AG have set their respective hands hereunto and to one other the same tenor at Colombo on this Seventh day of July Two Thousand and Fourteen.

The Common Seal of Assetline Capital (Private) Limited)
was affixed hereto in the presence)
of Mr. D.M.R.K Dissanayake (Director) and)
Mr. S.D.R.B Ekanayake (Director) of the Company)
who do hereby attest the sealing thereof)

ASSETLINE CAPITAL (PVT) LTD


Director

Director



Witnesses:

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John Dimsantha Kohombanwickramage
120, 120 A Passipitiya Road,
Battaramulla
72299059V
- 
Sajith Kanishka Kotandeniya
120, 120 A, Passipitiya Road, Battaramulla
832990167V

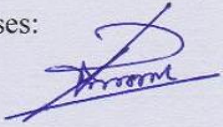



The duly appointed authorised signatories of)
Deutsche Bank AG, Colombo Branch)
and)
have set their respective hands hereto)

For and behalf of
DEUTSCHE BANK AG
COLOMBO BRANCH


Attorney

Attorney

Witnesses:

- 
Anton Joseph
17, Dhakshinere Road,
Mount Lavinia.
842090589V
- 
Dilan Soudasan
27/1, Uyana Road,
Moratuwa
843510337V