

HOR E-LYNN
(BC/H/771)
ADVOCATE & SOLICITOR
KUALA LUMPUR

DATED THIS 6 DECEMBER 2017

BETWEEN

SUNWAY TREASURY SUKUK SDN BHD
(Company No. 1088200-V)
("Issuer")

AND

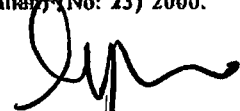
MALAYSIAN TRUSTEES BERHAD
(Company No. 21666-V)
("Sukuk Trustee")

SUPPLEMENTAL TRUST DEED

**Relating to the Issue of up to RM10.0 Billion
Nominal Value of Sukuk ("Sukuk") Pursuant to a Sukuk Programme**

ADNAN SUNDRA & LOW
ADVOCATES & SOLICITORS
KUALA LUMPUR

KENI-JTR/20170075/GKL/EL



FOR E-LYNN
(BC/H/771)
ADVOCATE & SOLICITOR
KUALA LUMPUR

SUPPLEMENTAL TRUST DEED

THIS SUPPLEMENTAL TRUST DEED is made on 6 December 2017

BETWEEN:

- (1) **SUNWAY TREASURY SUKUK SDN BHD (Company No. 1088200-V)**, a company incorporated in Malaysia and having its registered office at Level 16, Menara Sunway, Jalan Lagoon Timur, Bandar Sunway, 47500 Subang Jaya, Selangor Darul Ehsan ("**Issuer**");

AND

- (2) **MALAYSIAN TRUSTEES BERHAD (Company No. 21666-V)**, a company incorporated in Malaysia under the Companies Act 1965 (as repealed by the Companies Act 2016) and registered as a trust corporation under the Trust Companies Act 1949 and having its registered office at Level 9, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur and its business address at Level 11, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur ("**Sukuk Trustee**").

RECITALS:

- (A) The Issuer and the Sukuk Trustee ("**Parties**") have executed a trust deed dated 5 July 2017 ("**Trust Deed**") to constitute the Sukuk STSSB and set out the terms and conditions pursuant to which the Issuer shall issue the Sukuk STSSB and constitute the same.
- (B) Pursuant to a resolution of the Sukukholder for the Tranche 1 Series 1 Sukuk Wakalah dated 30 November 2017, approval was given to the Issuer to amend the definition of "Permitted Security" and to make such other amendments pursuant thereto.
- (C) The Parties are now executing this Supplemental Trust Deed to supplement the terms of the Trust Deed upon the terms and conditions hereinafter contained.

NOW THIS SUPPLEMENTAL TRUST DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED as follows:

1. DEFINITIONS

- 1.1 In this Supplemental Trust Deed, unless the context otherwise requires or unless otherwise defined, all words and expressions defined in the Trust Deed shall have the same meaning when used in this Supplemental Trust Deed.

2. AMENDMENTS TO THE TRUST DEED

- 2.1 The parties hereby agree that the Trust Deed shall be and is hereby amended and varied as follows:

- (a) The definition of "Permitted Security" in Clause 1.1 of the Trust Deed shall be deleted in its entirety; and
- (b) Sub-Clauses 11.1 (h) and (i) of the Trust Deed shall be deleted in their entirety.

- 2.2 The above amendments to the Trust Deed shall be effective from the date hereof.

3. INDEMNITY

- 3.1 The Issuer shall fully indemnify and hold harmless the Sukuk Trustee from and against whatever claim, demand, proceeding, loss, liability, damage, charges, fees, costs, expenses (including legal cost on solicitor-client basis) which may be incurred or suffered by the Sukuk Trustee as a result of its entry into this Supplemental Trust Deed and any breach or non-performance by the Issuer of the terms of this Supplemental Trust Deed.

4. EFFECT OF THIS SUPPLEMENTAL TRUST DEED

- 4.1 Subject only to the variations, modifications and additions herein contained and such other alterations, if any, as may be necessary to make the Trust Deed consistent with the amendments set out in Clause 2 above, the Issuer hereby acknowledges and agrees that all the conditions, covenants, provisions, powers and terms contained in or subsisting in relation to the Trust Deed shall be applicable herein and shall remain in full force and effect.

5. GOVERNING LAW

- 5.1 This Supplemental Trust Deed shall be governed by, and shall be construed in accordance with the laws of Malaysia. The parties shall unconditionally and irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia.

6. STAMP DUTIES DECLARATION

- 6.1 The lodgement with the SC in relation to the issue of the Sukuk STSSB by the Issuer had been made on 9 May 2017 and for the purposes of the Stamp Duty (Exemption) (No. 23) Order 2000 ("**Order**"), IT IS HEREBY DECLARED THAT this Supplemental Trust Deed constitutes one (1) of the several instruments relating to the issue of the Sukuk STSSB under the Sukuk Programme of the Issuer and is therefore exempted from stamp duty pursuant to the Order.

7. EXECUTION AND COUNTERPARTS

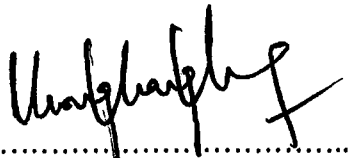
- 7.1 This Supplemental Trust Deed may be executed in any number of counterparts or duplicates each of which shall be an original, but such counterparts or duplicates shall together constitute but one and the same agreement and shall come into effect on the date first hereinabove mentioned irrespective of the diverse dates upon which the parties may have executed this Supplemental Trust Deed.

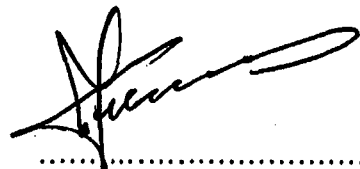
[The rest of this page is intentionally left blank]

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective Common Seals the day and year first above written.

THE ISSUER

The Common Seal of)
SUNWAY TREASURY SUKUK SDN)
BHD (Company No. 1088200-V))
was hereunto affixed in the)
presence of:-)


.....
Director
CHONG CHANG CHOONG


.....
Director/Secretary
TAN KIM AUN

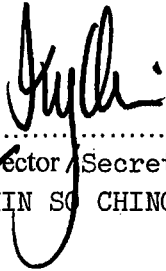
Address : Level 16, Menara Sunway,
Jalan Lagoon Timur
Bandar Sunway
47500 Subang Jaya

Facsimile No. : 03-5639 9507

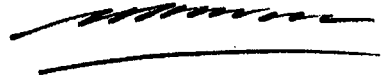
Contact person(s) : Company Secretary of the Issuer

THE SUKUK TRUSTEE

The Common Seal of)
MALAYSIAN TRUSTEES BERHAD)
(Company No. 21666-V))
was hereunto affixed in the)
presence of:-)



.....
~~Director/Secretary~~
CHIN SO CHING


.....
~~Director/Secretary~~
~~Authorised Signatory~~
SYED AHMAD TAUFIK ALBAR

Address : Level 11, Tower One
RHB Centre
Jalan Tun Razak
50400 Kuala Lumpur

Facsimile No. : 03-9280 8767

Contact person(s) : Director