

Dated this **9 December** 2020

**GREEN SRI SUKUK WAKALAH OF UP TO RINGGIT MALAYSIA TWO HUNDRED
FORTY FIVE MILLION (RM245,000,000.00) IN NOMINAL VALUE UNDER THE
SHARIAH PRINCIPLE OF WAKALAH BI AL-ISTITHMAR**

SUPPLEMENTAL TRUST DEED

Between

SINAR KAMIRI SDN BHD
(Registration No. 200901008392 (851378-X))
("Issuer")

And

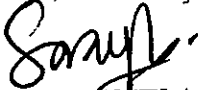
MTRUSTEE BERHAD
(Registration No. 198701004362 (163032-V))
("Sukuk Trustee")

Albar & Partners
Advocate & Solicitors
Kuala Lumpur

Terkecuali daripada Duti Setem dibawah Seksyen 80(1) Akta Setem 1949 melalui Perintah Duti Setem (Pengecualian) (No. 23) 2000 [P.U.(A) 241/2000] bertarikh 27 Jun 2000

1

SINAR KAMIRI SDN BHD
(Registration No. 200901008392 (851378-X))
Green SRI Sukuk Wakalah of up to RM245.0 Million in Nominal Value
- Supplemental Trust Deed


WAN SORAYA BINTI AZMEI
Advocate & Solicitor
Kuala Lumpur
BC/W/1024

SUPPLEMENTAL TRUST DEED

THIS SUPPLEMENTAL TRUST DEED is made on this day of **9 DEC 2020** 2020

BETWEEN

- (1) **SINAR KAMIRI SDN BHD** (Registration No. 200901008392 (851378-X)), a company incorporated in Malaysia and having its registered office at Level 12, Menara Mudajaya, No. 12A, Jalan PJU 7/3, Mutiara Damansara, 47810 Petaling Jaya, Selangor Darul Ehsan (“**Issuer**”); and
- (2) **MTRUSTEE BERHAD** (Registration No. 198701004362 (163032-V)), a company incorporated in Malaysia and having its registered office at B-2-9 (2nd Floor), Pusat Perdagangan Kuchai, No. 2, Jalan 1/127, Off Jalan Kuchai Lama, 58200 Kuala Lumpur (“**Sukuk Trustee**”).

WHEREAS:

- (A) Pursuant to an agreement dated 23 November 2017 (“**Facility Agreement**”, which expression shall include the amendments made pursuant to any other amendment(s) or variation(s) thereof and addition(s) thereto and any other instrument(s) executed supplemental thereto or in substitution thereof) made between (1) the Issuer; (2) **AmINVESTMENT BANK BERHAD** (Registration No. 197501002220 (23742-V)) and **UNITED OVERSEAS BANK (MALAYSIA) BHD** (Registration No. 199301017069 (271809-K)) (collectively, “**Joint Lead Arrangers**” and “**Joint Lead Managers**”); and (3) **AmINVESTMENT BANK BERHAD** (Registration No. 197501002220 (23742-V)) (“**Facility Agent**”), at the request of the Issuer, the Joint Lead Arrangers have arranged on behalf of the Issuer the issuance of Sukuk of Ringgit Malaysia Two Hundred Forty Five Million (RM245,000,000.00) in Nominal Value (as defined therein) under the Shariah principle of Wakalah Bi Al-Istithmar based on the Securities Commission’s (as defined therein) Sustainable and Responsible Investment Sukuk initiative (“**Green SRI Sukuk Wakalah**”) upon the terms and subject to the conditions therein contained.
- (B) The Green SRI Sukuk Wakalah was issued with the benefit of and subject to the terms and conditions contained in a trust deed dated 23 November 2017 (“**Trust Deed**”, which expression shall, where the context so admits, include any amendment(s) or variation(s) thereof and addition(s) thereto, and any other instrument(s) executed or hereafter executed supplemental thereto or in substitution thereof) made between (1) the Issuer; and (2) the Sukuk Trustee.
- (C) The Sukukholders (as defined in the Trust Deed) have at a meeting held on 14 November 2019 passed the Extraordinary Resolutions, approving, inter alia, the discharge of the Charge over NLFCs Lease (as defined therein).
- (D) In furtherance of Recital (C), the parties hereto agree that the Trust Deed shall be varied upon the terms and subject to the conditions contained herein.

NOW THIS SUPPLEMENTAL TRUST DEED WITNESSES as follows:-

1. DEFINITIONS

1.1 **Definitions in the Trust Deed:** The expressions used in this Supplemental Trust Deed shall, unless repugnant to the context or otherwise provided herein, have the same meanings as defined in the Trust Deed.

1.2 **Definitions in this Supplemental Trust Deed:** In this Supplemental Trust Deed, the following has except where the context otherwise requires, the meaning shown opposite it.

Effective Date	the date of this Supplemental Trust Deed;
Trust Deed	has the meaning ascribed to it as set out in Recital B hereof.

2. THE SUPPLEMENTAL TRUST DEED

2.1 **Binding Effect:** This Supplemental Trust Deed is supplemental to the Trust Deed and save as otherwise being varied herein, the other provisions of the Trust Deed shall continue to bind the parties and be in full force and effect. This Supplemental Trust Deed and the Trust Deed shall be read and construed as one instrument.

2.2 **Deeming Provision:** All provisions of this Supplemental Trust Deed shall be deemed to be incorporated in the Trust Deed *mutatis mutandis* and shall form part of the Trust Deed.

3. AMENDMENTS

3.1 **Amendments:** Subject to the provisions of this Supplemental Trust Deed and in consideration of the terms herein contained, the parties hereby mutually agree that with effect from the Effective Date:-

(i) the following definitions contained in clause 1.1 of the Trust Deed shall be deleted in its entirety:-

"Charge over NLFCS Lease	a first (1 st) party first (1 st) legal charge under the provisions of the National Land Code over the NLFCS Lease executed or to be executed by the Issuer in favour of the Security Agent as security for the payment of the Secured Amounts upon the terms and subject to the conditions therein contained;
NLFCS Lease	the registered lease granted or to be granted by NLFCS to the Issuer under the provisions of the National Land Code for the lease of the NLFCS Lease Land pursuant to the terms of the NLFCS Lease Agreement;

- NLFCS Lease Agreement the agreement dated 2 August 2017 and made between NLFCS as lessor and the Issuer as lessee for the grant of a lease over the NLFCS Lease Land upon the terms and subject to the conditions therein contained;
- NLFCS Lease Land such part of the piece of land held under issue document of title Geran 121616 for Lot No. 14900 situated in Mukim Sungai Siput, Daerah Kuala Kangsar, Negeri Perak and registered in the name of NLFCS, and in respect of which the underground electricity transmission lines for passage of electricity and pipes and cables for passage of water, telecommunication services and other utilities are to be laid and also as access route for the authorised workmen, contractors, agents and servants of the Power Purchaser and the Issuer to access to the NLFCS SPA Land;”
- (ii) the following definitions contained in clause 1.1 of the Trust Deed shall be deleted in its entirety and substituted as follows:-
- “Project Agreements collectively:-
- (a) the Power Purchase Agreement;
 - (b) the EPCC Contract;
 - (c) the Operation and Maintenance Agreement;
 - (d) the PV Site Land Lease Agreement;
 - (e) the SADC Lease Agreement;
 - (f) the NLFCS Land SPA;
 - (g) the Takaful/Insurance; and
 - (h) any other agreements entered or to be entered into in relation to the Project;
- and references to “Project Agreements” shall mean any one of them;
- Project Lands collectively, the PV Site Land, the NLFCS SPA Land and the SADC Land, and reference to “Project Lands” include any one of them. For the avoidance of doubt, reference to “Project Lands” shall exclude the NLFCS SPA Land B upon the transfer of the same to the Power Purchaser as permitted under the provisions of this Deed;

Security Documents

collectively:-

- (a) the Charge over PV Site Lease;
- (b) the Charge over NLFCS SPA Land A;
- (c) the Debenture;
- (d) the Assignment and Charge of Designated Accounts;
- (e) the Deed of Assignment;
- (f) the Assignment of Proceeds;
- (g) the Sponsor's Letter of Undertaking;
- (h) any other security documents for the time being or from time to time constituting security for the obligations and liabilities of the Issuer for the payment of any part of the Secured Amounts,

and where the context so admits, references to "Security Documents" include references to any one or more of them;"

- (iii) Reference to the "Charge over NFLCS Lease" in Clause 8.1(a)(iii) of the Trust Deed shall be deleted in its entirety and the remaining paragraphs shall be renumbered accordingly.

4. REPRESENTATIONS AND WARRANTIES

4.1 **Representations and Warranties:** Each of the parties hereby represents and warrants that it has the full power, authority and legal right to execute and deliver this Supplemental Trust Deed and that it has taken all necessary legal action to authorise the execution, delivery and performance of this Supplemental Trust Deed.

4.2 **Survival:** The representations and warranties contained herein and in the Trust Deed are deemed repeated on the date of this Supplemental Trust Deed and shall survive the signing and delivery of this Supplemental Trust Deed.

5. COUNTERPART

This Supplemental Trust Deed may be signed in counterparts and such counterparts shall be deemed to be one and the same instrument.

6. STAMPING

6.1 **Stamping:** It is hereby agreed and declared that this Supplemental Trust Deed constitutes one of the several instruments employed in the issuance of up to Ringgit Malaysia Two Hundred Forty Five Million (RM245,000,000.00) Green SRI Sukuk Wakalah, which issuance has been sanctioned by the Securities Commission Malaysia and is thereby exempted from stamp duty pursuant to the provisions of the Stamp Duty Exemption (No. 23) Order 2000 and as amended by Stamp Duty (Exemption) (No. 3) (Amendment) Order 2005.

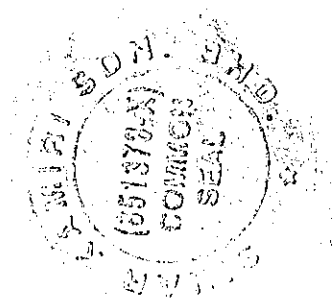
[the remainder of this page has been intentionally left blank]

SINAR KAMIRI SDN BHD
(Registration No. 200901008392
(851378-X))
Green SRI Sukuk Wakalah of up to
RM245.0 Million in Nominal Value
- Supplemental Trust Deed

IN WITNESS WHEREOF the parties have hereunto set their respective seals and hands
the day and year first above written.

THE ISSUER

The execution of this Supplemental Trust Deed)
By the Issuer,)
SINAR KAMIRI SDN. BHD.)
(Registration No. 200901008392 (851378-X)))
was duly effected in a manner authorised)
by its constitution under the Seal of the Issuer,)
SINAR KAMIRI SDN. BHD.)
(Registration No. 200901008392 (851378-X)))
which said Seal was hereunto)
duly affixed in the presence of:-)



.....
Director
JAMES WONG TET FOH

.....
Director/Secretary
CHEAH WAI YUEN
(MAICSA 7025907)

Dated this **9 December** 2020

**GREEN SRI SUKUK WAKALAH OF UP TO RINGGIT MALAYSIA TWO HUNDRED
FORTY FIVE MILLION (RM245,000,000.00) IN NOMINAL VALUE UNDER THE
SHARIAH PRINCIPLE OF WAKALAH BI AL-ISTITHMAR**

SUPPLEMENTAL TRUST DEED

Between

SINAR KAMIRI SDN BHD
(Registration No. 200901008392 (851378-X))
("Issuer")

And

MTRUSTEE BERHAD
(Registration No. 198701004362 (163032-V))
("Sukuk Trustee")

Albar & Partners
Advocate & Solicitors
Kuala Lumpur

(File Ref.: CSL/SDA/PWT/20170159)