

Execution version

Dated 7 September 2020

**COUNTRY GARDEN REAL ESTATE SDN. BHD.**  
as Issuer

and

**PACIFIC TRUSTEES BERHAD**  
as Trustee

## **SUPPLEMENTAL TRUST DEED**

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This Deed is made on 7 September 2020 between:

- (1) **COUNTRY GARDEN REAL ESTATE SDN. BHD.** (Registration No. 201201015744 (1001255-M)), a company deemed incorporated in Malaysia under the Companies Act 2016 with its registered office at Suite 9D, Level 9, Menara Ansar, 65, Jalan Trus, 80000 Johor Bahru, Johor and includes its successors in title and permitted assigns (the "**Issuer**"); and
- (2) **PACIFIC TRUSTEES BERHAD** (Registration No. 199401031319 (317001-A)), a company deemed incorporated in Malaysia under the Companies Act 2016 with its registered office at Unit A-11-8, 11<sup>th</sup> Floor, Megan Avenue 1, No. 189, Jalan Tun Razak, Off. Persiaran Hampshire, 50400 Kuala Lumpur and includes its successors in title and permitted assigns (the "**Trustee**").

Whereas:

- (A)
  - (i) By resolutions of the board of directors of the Issuer passed dated 25 June 2015, 11 August 2015, 24 August 2015 and 8 October 2015, the directors of the Issuer have resolved to establish an Islamic medium term notes programme of up to Ringgit Malaysia One Billion and Five Hundred Million (RM1,500,000,000.00) in nominal value (the "**Sukuk Murabahah Programme**") pursuant to which the Issuer will from time to time issue Islamic medium term notes ("**Sukuk Murabahah**").
  - (ii) Pursuant to a trust deed dated 26 November 2015 (the "**Trust Deed**") made between the Issuer and the Trustee, the Issuer has determined to issue the Sukuk Murabahah subject to the terms and conditions set out in the Trust Deed.
  - (iii) Pursuant to a programme agreement dated 26 November 2015 (the "**Programme Agreement**") made between (i) the Issuer as issuer, (ii) CIMB Investment Bank Berhad as lead arranger (the "**Lead Arranger**"), lead manager (the "**Lead Manager**") and facility agent, the Lead Arranger has agreed to arrange and the Lead Manager has agreed to manage, for the Issuer, the Sukuk Murabahah Programme under which the Sukuk Murabahah may be issued.
- (B) By a notification letter dated 14 August 2020 issued by the Trustee to the Sukukholders, the Trustee has notified the Sukukholders that it concurs with the request by the Issuer, pursuant to the letter dated 11 October 2020 issued by the Issuer to the Trustee in accordance with Clause 20.02(c) of the Trust Deed Guidelines, to amend the tenure of the Sukuk Murabahah Programme in the Trust Deed to allow the issuance of Sukuk Murabahah with a tenure of exactly one year and that such amendment would not be materially prejudicial to the interest of the Sukukholders.
- (C) It has been agreed between the Parties that the Trust Deed be amended and supplemented accordingly, upon and subject to the terms and conditions set out in this Deed.

It is agreed as follows:

## 1. INTERPRETATION

1.1 Terms used in this Supplemental Trust Deed shall, unless the context otherwise requires, have the same meanings as defined in the Trust Deed.

### 1.2 Further definitions

In this Supplemental Trust Deed:

"**Effective Date**" means the meaning ascribed to it in Clause 3 (*Conditions Precedent*).

"**Trust Deed**" has the meaning ascribed to it in Recital (A)(ii).

## 2. AMENDMENTS TO THE TRUST DEED

2.1 The Parties hereby agree that, with effect from the Effective Date:

2.1.1 Recital (C) of the Trust Deed be deleted in its entirety and replaced with the following:

*"The Sukuk Murabahah will be issued in accordance with the Shariah principle of Murabahah (via a Tawarruq arrangement) with a Tenor (as herein defined) of one (1) year and up to twenty (20) years from the first Issue Date (as herein defined) pursuant to the provisions of an agreement made or to be made between (1) the Issuer, (2) CIMB Investment Bank Berhad as lead arranger, (3) CIMB Investment Bank Berhad as lead manager, and (4) CIMB Investment Bank Berhad as facility agent (the "**Programme Agreement**")."*

2.1.2 Clause 3.1(c) of the Trust Deed be deleted in its entirety and replaced with the following:

*"(c) have a Tenor of one (1) year and up to twenty (20) years from the Issue Date subject to the definition of Maturity Date; and".*

### 2.2 Agreement supplemental

2.2.1 The Trust Deed and this Supplemental Trust Deed shall be read and construed as one document and this Supplemental Trust Deed is and shall be construed as supplemental to the Trust Deed.

2.2.2 If there shall be any inconsistency or conflict between the provisions of this Supplemental Trust Deed and the Trust Deed, the provisions of this Supplemental Trust Deed shall prevail to the extent of such inconsistency.

**2.3 Continuing obligations**

The provisions of the Trust Deed shall, save as amended by this Supplemental Trust Deed, continue in full force and effect.

**3. CONDITIONS PRECEDENT**

**3.1** The variations hereof shall take effect on the date when this Supplemental Trust Deed has been executed by the parties thereto and endorsed as exempted from stamp duty, in form and content satisfactory to the Trustee; and

**3.2** The condition precedent set out in Clause 3.1 above is inserted for the benefit of the Trustee and may be waived or deferred by the Trustee in whole or in part with or without terms or conditions without prejudicing the right of the Trustee to assert such condition in whole or in part in respect thereof.

**4. REPRESENTATIONS AND WARRANTIES**

**4.1** The Issuer hereby repeats the representations and warranties set out in Clause 11 of the Trust Deed and further represents and warrants that:

**4.1.1** it has full power, authority and legal right to execute and deliver this Supplemental Trust Deed and to perform and observe the terms and conditions of 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; and

**4.1.2** this Supplemental Trust Deed constitutes the legal, valid and binding obligation of the Issuer, enforceable in accordance with its terms and that no consent, licence, approval or authorisation of any government authority of or in Malaysia is required in connection herewith.

**4.2** The representations and warranties contained herein and in the Trust Deed shall survive the signing and delivery of this Supplemental Trust Deed.

**5. INCORPORATION OF TERMS**

**5.1** Subject to Clause 5.2 below, the provisions of Clause 23 (*Notices*) and Clause 40 (*Counterparts*) of the Trust Deed shall be incorporated into this Supplemental Trust Deed as if set out in full in this Supplemental Trust Deed as if references in those clauses to "this Agreement" are references to this Supplemental Trust Deed.

- 5.2** For the purpose of Clause 23.1 (*Notices*) of the Trust Deed, the addresses of the Parties shall be as follows:

**Issuer**

**COUNTRY GARDEN REAL ESTATE SDN. BHD.**

H-3-11, Plaza Damas

No. 60, Jalan Sri Hartamas 1

50480 Kuala Lumpur

Attention of: Head of Financing

Facsimile Number: +603-6201 8166

**Trustee**

**PACIFIC TRUSTEES BERHAD**

Unit A-11-8, 11<sup>th</sup> Floor, Megan Avenue 1

No. 189, Jalan Tun Razak

Off Persiaran Hampshire

50400 Kuala Lumpur

Attention of: Chief Executive Officer

Facsimile Number: +603-2166 3830

**6. GOVERNING LAW**

This Supplemental Trust Deed is governed by and shall be construed in accordance with the laws of Malaysia.

**7. JURISDICTION**

- 7.1** In relation to any legal action or proceedings arising out of or in connection with this Supplemental Trust Deed ("**Proceedings**"), the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia, and waive any objections to the Proceedings in such court on the grounds that the Proceedings have been brought out of jurisdiction.

**8. STAMP DUTY**

It is hereby declared that this Supplemental Trust Deed constitutes one of the several instruments employed in the Sukuk Murabahah Programme of Ringgit One Billion and Five Hundred Million (RM1,500,000,000.00) in nominal value which is exempted from any stamp duty pursuant to the provisions of the Stamp Duty Exemption (No. 23) Order 2000.

*[The rest of this page is intentionally left blank.]*

In witness whereof this Supplemental Trust Deed has been entered into on the date stated at the beginning.

**Issuer**

The Common Seal of

**Country Garden Real Estate Sdn. Bhd.**

(Registration No. 201201015744 (1001255-M))

was hereunto affixed in the presence of:



Director

Name: Luo Xiao

Passport No.: EE1305-20-7

Director/Secretary

Name: David Lew King Seong

NRIC No.: 850902-14-6297

**The Trustee**

SIGNED by

as Attorney for and on behalf of

**Pacific Trustees Berhad**

(Registration No. 199401031319 (317001-A))


in the presence of:



\_\_\_\_\_  
Witness' signature

Name: HAWA DARLIDA BINTI ABD AZIS  
881231-10-5022

Address: Unit A-11-8, 11th Floor, Megan Avenue 1,  
No. 189, Jalan Tun Razak, Off Persiaran Hampshire,  
50400 Kuala Lumpur



RAZAK BIN AHMAD  
500711-07-5043



TAN BENG HONG  
NRIC No. 420211-07-5143