

DATED 14TH DAY OF SEPTMBER, 2020

BETWEEN

ALLIANCE BANK MALAYSIA BERHAD
(Registration No. 198201008390 (88103-W))
(as the Issuer)

AND

MALAYSIAN TRUSTEES BERHAD
(Registration No. 197501000080 (21666-V))
(as the Trustee)

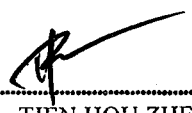
**SUPPLEMENTAL TRUST DEED
RELATING TO THE ISSUE OF UP TO RM2,000,000,000.00 IN NOMINAL VALUE
OF SUBORDINATED MTN UNDER A
TIER 2 SUBORDINATED MTN PROGRAMME**

**ADNAN SUNDRA & LOW
ADVOCATES & SOLICITORS
KUALA LUMPUR**

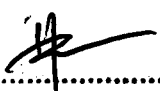
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TABLE OF CONTENTS

CLAUSE	PAGE NO.
1 DEFINITIONS AND CONSTRUCTION	2
2 AMENDMENTS TO THE TRUST DEED.....	3
3 OTHER TERMS OF SUBORDINATED MTNS NOT AFFECTED.....	5
4 FURTHER PROVISIONS	5
SCHEDULE A	6
<i>CONDITIONS PRECEDENT.....</i>	<i>6</i>


TIEN HOU ZHEN
(BC/T/1940)
ADVOCATE & SOLICITOR
KUALA LUMPUR

SUPPLEMENTAL TRUST DEED


TIEN HOU ZHEN
(BC/T/1940)
ADVOCATE & SOLICITOR
KUALA LUMPUR

This Supplemental Trust Deed is made on 14th day of September, 2020

BETWEEN:

- (1) **ALLIANCE BANK MALAYSIA BERHAD** (Registration No. 198201008390 (88103-W)), a company incorporated in Malaysia with its registered office at 3rd Floor, Menara Multi-Purpose, Capital Square, No.8 Jalan Munshi Abdullah, 50100 Kuala Lumpur (the “**Issuer**”);

AND

- (2) **MALAYSIAN TRUSTEES BERHAD** (Registration No. 197501000080 (21666-V)), a trust corporation registered under the Trust Companies Act, 1949 of Malaysia and incorporated in Malaysia having its registered office at Level 10, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur and business address at Level 11, Tower Three, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur (the “**Trustee**”).

RECITALS:

- (A) Pursuant to a programme agreement dated 15 October 2015 (the “**Programme Agreement**”) entered into between the Issuer and Alliance Investment Bank Berhad as the lead arranger (“**Lead Arranger**”), principal adviser and the facility agent, the Issuer may from time to time issue up to Ringgit Two Billion (RM2,000,000,000.00) in aggregate nominal value of subordinated medium term notes (the “**Subordinated MTN**”) under the subordinated medium term notes programme (the “**Subordinated MTN Programme**”) upon the terms and conditions therein contained.
- (B) The Subordinated MTN are constituted by the trust deed dated 15 October 2015 (the “**Trust Deed**”) entered into between the Issuer and the Trustee.
- (C) The Issuer is desirous to amend the principal terms and conditions of the Subordinated MTN Programme to, inter alia, remove all references to Alliance Financial Group Berhad group under the trigger events as Alliance Financial Group Berhad is no longer the holding company of the Issuer (the “**Proposed Amendment**”).
- (D) By a letter dated 1 September 2020 from the Trustee, the Trustee has provided its consent for the Issuer to modify the terms of the Trust Deed to incorporate the Proposed Amendment.

- (E) Pursuant thereto, the parties to the Trust Deed have agreed to enter into this Supplemental Trust Deed to modify the terms of the Trust Deed (the “**Amendment**”) to incorporate the Proposed Amendment upon the terms and conditions hereinafter appearing.
- (F) This Supplemental Trust Deed is supplemental to the Trust Deed.
- (G) For the avoidance of doubt, the Proposed Amendment shall only apply to Subordinated MTN to be issued under the Subordinated MTN Programme subsequent to the Effective Date (as defined below) and shall not be applicable to any existing Subordinated MTN issued prior to Effective Date.

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

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Supplemental Trust Deed, unless the context otherwise requires and save a specifically defined in this Supplemental Trust Deed, words and expressions defined in the Trust Deed shall have the same meanings when used herein.

1.2 Further Definitions:

In this Supplemental Trust Deed, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“Effective Date”	means the date on which all of the documents and evidences listed in Schedule A hereto have been complied with (in each case in form and substance satisfactory to the Lead Arranger).
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1.3 Construction:

The provisions of Clause 1.2 of the Trust Deed shall apply to this Supplemental Trust Deed as if the same were expressly set out herein, except that references to “**this Trust Deed**” and “**these presents**” will be construed as references to this Supplemental Trust Deed.

1.4 Incorporation:

- (a) Except to the extent expressly amended by the provisions of this Supplemental Trust Deed, the terms of the Trust Deed are hereby confirmed by each party hereto and shall remain in full force and effect.

- (b) The Trust Deed and this Supplemental Trust Deed shall be read and construed as one document and this Supplemental Trust Deed shall be considered to be part of the Trust Deed and, without prejudice to the generality of the foregoing, where the context so allows, references in the Trust Deed to “**this Trust Deed**” and “**these presents**”, howsoever expressed, shall with effect from the Effective Date and unless the context otherwise requires, be read and construed as references to the Trust Deed as amended, modified and supplemented by this Supplemental Trust Deed. In the event of inconsistency between the provisions of the Trust Deed and this Supplemental Trust Deed, the provisions of this Supplemental Trust Deed shall prevail for the purpose of interpretation and application of the terms herein and in the Trust Deed.

2 AMENDMENTS TO THE TRUST DEED

2.1 The parties hereby agree that, with effect from the Effective Date, the Trust Deed shall be and is hereby amended as follows:

- (a) Recital (G) shall be deleted in its entirety and be replaced with the following new Recital (G):

“The Subordinated MTN will qualify as Tier 2 capital of the Issuer in accordance with the Capital Adequacy Framework (Capital Components) issued by BNM on 5 February 2020.”

- (b) Clause 6.10 shall be deleted in its entirety and be replaced with the following new Clause 6.10:

“6.10 A “Trigger Event” shall be the earlier of the following:

- (a) *BNM and Perbadanan Insurans Deposit Malaysia (“PIDM”) have notified the Issuer in writing that they are of the opinion that the write off of the Subordinated MTN, together with the conversion or write off of any other Tier 2 instruments and Tier 1 instruments which, pursuant to their terms or by operation of law, are capable of being converted into equity or written off at that time, is necessary, without which the Issuer would cease to be viable; or*
- (b) *BNM and PIDM publicly announce that a decision has been made by BNM, PIDM, or any other federal or state government in Malaysia, to provide a capital injection or equivalent support to the Issuer, without which the Issuer would cease to be viable.”*
- (c) Clause 6.15 shall be deleted in its entirety and be replaced with the following new Clause 6.15:

“6.15 In assessing whether the Issuer would cease to be viable, BNM and PIDM may consider, amongst others, whether any of the following circumstances exist:-

- (a) the Issuer fails to follow any directive of compliance issued by BNM, which is necessary to preserve or restore its financial soundness;*
- (b) the Issuer fails to meet all or any of its financial obligations as they fall due, that may significantly impair its ability to meet regulatory capital requirements on a continuing basis;*
- (c) the capital of the Issuer has reached a level or is eroding in a manner that may detrimentally affect depositors, creditors or the public and the Issuer is unable to re-capitalise on its own;*
- (d) the Issuer’s assets are insufficient to provide protection to depositors and creditors; or*
- (e) any other state of affairs exist in respect of the Issuer that would put the interest of depositors or creditors at risk, including the loss of confidence of depositors and the public.*

For the avoidance of doubt, BNM and PIDM shall have the full discretion to elect not to require a write-off when the Issuer has ceased, or is about to cease, to be viable or when a capital injection or equivalent support has been provided. Even if the option is not exercised, the Subordinated Noteholders may still be exposed to losses from the resolution of the Issuer.”

- (d) Condition 7.9 of Part III of the First Schedule shall be deleted in its entirety and be replaced with the following new Condition 7.9:*

*“7.9 A “**Trigger Event**” shall be the earlier of the following:*

- (a) BNM and Perbadanan Insurans Deposit Malaysia (“**PIDM**”) have notified the Issuer in writing that they are of the opinion that the write off of the Subordinated MTN, together with the conversion or write off of any other Tier 2 instruments and Tier 1 instruments which, pursuant to their terms or by operation of law, are capable of being converted into equity or written off at that time, is necessary, without which the Issuer would cease to be viable; or*
- (b) BNM and PIDM publicly announce that a decision has been made by BNM, PIDM, or any other federal or state government in Malaysia, to provide a capital injection or equivalent support to the Issuer, without which the Issuer would cease to be viable.”*

3 OTHER TERMS OF SUBORDINATED MTN NOT AFFECTED

Except as expressly modified by this Supplemental Trust Deed, all other terms and conditions of the Subordinated MTN shall remain unchanged and in full force and effect.

4 FURTHER PROVISIONS

4.1 **Costs and Expenses:** The Issuer shall bear all costs and expenses (including legal fees on a solicitor and client basis) in connection with the preparation, execution and completion of this Supplemental Trust Deed and all other documents in relation thereto.

4.2 **Successors Bound:** This Supplemental Trust Deed shall be binding on the Issuer and its successors in title and shall enure to the benefit of the parties and their respective successors in title and assigns.

4.3 **Governing Law and Jurisdiction:**

- (a) These presents shall be governed by, and construed in all respects in accordance with the laws of Malaysia.
- (b) In relation to any legal action or proceedings arising out of or in connection with this Supplemental Trust Deed (“**Proceedings**”), the parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia, and waive any objection to Proceedings in any other court outside Malaysia on the grounds of venue or on the grounds that the Proceedings have been brought in an inconvenient forum.

4.4 **Stamp Duty Declaration:**

- (a) The Issuer will pay all stamp duties and other similar duties or taxes (if any) payable in Malaysia on the execution of these presents.
- (b) For the purposes of the Stamp Duty (Exemption) (No. 23) Order 2000, IT IS HEREBY DECLARED that this Subordinated MTN Trust Deed together with the other Transaction Documents constitute the instruments employed in the issue by the Issuer of the Subordinated MTN with the aggregate nominal value of up to Ringgit Two Billion (RM2,000,000,000.00).

4.5 **Counterparts:** 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 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.

[End of Clauses]

SCHEDULE A

CONDITIONS PRECEDENT

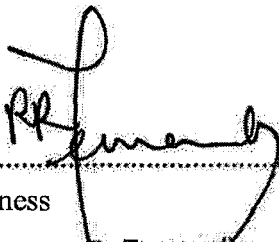
1. This Supplemental Trust Deed shall have been duly executed by the parties thereto and, where applicable, stamped or endorsed as exempted, as the case may be and presented for registration with the relevant authorities.
2. A certified true copy of each of the Issuer's certificate of incorporation, memorandum and articles of association or constitution and the latest forms on the issued and paid up shares of the Issuer, its registered address, its directors and officers.
3. Evidence that the consent from the Trustee for the modification of the Trust Deed to incorporate the Proposed Amendment has been obtained.
4. A report of the relevant company search on the Issuer with the Companies Commission of Malaysia.
5. A report of the relevant winding-up search on the Issuer conducted at the Department of Insolvency Malaysia revealing that, at the time of the search, the Issuer has not been wound-up.
6. A legal opinion from Adnan Sundra & Low addressed to the Lead Arranger advising with respect to among others the legality, validity and enforceability of this Supplemental Trust Deed and a written confirmation from Adnan Sundra & Low addressed to the Lead Arranger that all the conditions precedent set out in Schedule A hereof have been fulfilled or waived, as the case may be.

AS WITNESS WHEREOF the parties hereto execute this Supplemental Trust Deed.

The Issuer

SIGNED by

For and on behalf of
ALLIANCE BANK MALAYSIA BERHAD
(Registration No. 198201008390 (88103-W))
in the presence of:


Witness
Ronnie R. Fernandez
Group Chief Financial Officer


Authorised Signatory
Joel Kornreich
Group Chief Executive Officer

The Trustee

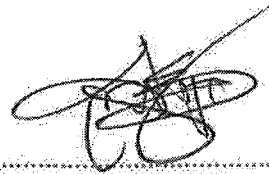
SIGNED by

For and on behalf of

MALAYSIAN TRUSTEES BERHAD

(Registration No. 197501000080 (21666-V))

in the presence of:



Authorised Signatory

Name : Lee Yit Cheng

NRIC No. : 751022-14-5188

Designation : Head, Trustees Operations



Witness

Name : Nuraitul Masni binti Jamaluddin

NRIC No. : 831004-08-5660

Designation : Manager



Authorised Signatory

Name : Mohd Sofian bin Kamaruddin

NRIC No. : 710711-05-5013

Designation : Vice President