

DATED THIS

DAY OF

02 MAR 2015 2015

CAGAMAS BERHAD
(Company No. 157931-A)
as the Issuer

And

PB TRUSTEE SERVICE BERHAD
(Company No. 7968-T)
as the Trustee

SUPPLEMENTAL TRUST DEED
in relation to the
TRUST DEED
FOR
CONVENTIONAL MEDIUM TERM NOTES
dated 11 June 2007

CERTIFIED TRUE COPY
OF THE ORIGINAL


CHING HUEY CHING (BC1E/256)
ADVOCATE & SOLICITOR
KUALA LUMPUR


EVELYN CHNG HUEY CHNG (BC/E/256)
ADVOCATE & SOLICITOR
KUALA LUMPUR

02 MAR 2015
day of 2015

THIS SUPPLEMENTAL TRUST DEED is made on

Between:

- (1) CAGAMAS BERHAD (Company No. 157931-A), a company incorporated in Malaysia and having its registered office at Level 32, The Gardens North Tower, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur (the "Issuer"); and
- (2) PB TRUSTEE SERVICES BERHAD (Company No. 7968-T), a company incorporated in Malaysia and having its registered office at 17th Floor Menara Public Bank, 146 Jalan Ampang, 50450 Kuala Lumpur (the "Trustee").

Whereas:

- (A) The Issuer is authorised to issue from time to time and at any time Conventional Medium Term Notes and Islamic Medium Term Notes under a Programme (the "MTN Programme") with an aggregate limit for the MTN Programme of up to RM40,000,000,000.00 in nominal value.
- (B) The issue of the Conventional Medium Term Notes ("CMTNs") pursuant to the Programme is constituted by a Trust Deed dated 11 June 2007 between the Issuer and the Trustee (the "CMTNs Trust Deed").
- (C) This Supplemental Trust Deed is supplemental to and amends the CMTNs Trust Deed.

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

1. **INTERPRETATION**

This Supplemental Trust Deed is supplemental to the CMTNs Trust Deed and the phrase "this Trust Deed" wherever it appears in the CMTNs Trust Deed shall, with effect from the date of this Supplemental Trust Deed, be construed as a reference to the CMTNs Trust Deed as amended by this Supplemental Trust Deed. Terms defined and references construed in the CMTNs Trust Deed as amended, varied or restated from time to time, shall have the same meaning and construction in this Supplemental Trust Deed.

Subject to the terms of this Supplemental Trust Deed, the CMTNs Trust Deed will remain in full force and effect and the CMTNs Trust Deed and this Supplemental Trust Deed will be read and construed as one document.

2. **AMENDMENT TO CLAUSE 4.1(A)**

The CMTNs Trust Deed is hereby amended by deleting the entire Clause 4.1(a) and substituted with the following new Clause 4.1(a):

"4.1 Covenant to pay: The Issuer covenants with the Trustee that:

- (a) unless previously purchased, cancelled or otherwise satisfied by the Issuer, the CMTNs will, subject to deduction or withholding for or on account of any

taxes, duties, assessments or governmental charges of whatever nature imposed by any relevant authority in Malaysia, be redeemed in full at their respective nominal values by the Issuer on their date of maturity or on an amortising basis by their respective maturity dates or earlier (if early redemption is permitted or provided for under the Conditions of the relevant CMTNs) and in any event in accordance with the "Participation and Operation Rules for Payment and Securities Services" issued by the Malaysian Electronic Clearing Corporation Sdn Bhd ("MyClear") ("MyClear Rules") and the "Operational Procedures for Securities Services" issued by MyClear, as amended or substituted from time to time (collectively the "MyClear Rules and Procedures");"

3. AMENDMENT TO SCHEDULE 1 (PART D)

The CMTNs Trust Deed is hereby amended by deleting the entire Schedule 1 and substituted with the new Schedule 1 in the form as attached to this Supplemental Trust Deed.

4. AMENDMENT TO CONDITION 4 OF SCHEDULE 2

The CMTNs Trust Deed is hereby amended by deleting the entire Condition 4 of Schedule 2 and substituted with the following new Condition 4:

"4. REDEMPTION

Unless previously purchased, cancelled or otherwise satisfied by the Issuer, each Issue of the CMTNs will, subject to Condition 7, be redeemed in full at its nominal value by the Issuer on its date of maturity or on an amortising basis by its respective maturity dates or otherwise in accordance with the terms stated on the Certificates of the relevant CMTNs."

5. REPRESENTATIONS

5.1 Representations

The representations set out in Clause 5.2 (Powers and authority) to Clause 5.5 (Authorisations) of this Supplemental Trust Deed are made by the Issuer on the date hereto.

5.2 Powers and authority

The Issuer has the power to enter into and perform, and has taken all necessary actions to authorise the entry into and performance of, this Supplemental Trust Deed and the transactions contemplated by this Supplemental Trust Deed.

5.3 Legal validity

This Supplemental Trust Deed:

- a) constitutes legally binding, valid and enforceable obligations of the Issuer; and

- b) is in the proper form for the Issuer's enforcement under the governing law to which it is stated to be subject.

5.4 Non-conflict

The entry into and performance by the Issuer of, and the transactions contemplated by, this Supplemental Trust Deed do not conflict with:

- a) any law or regulation applicable to it;
- b) its constitutional documents; or
- c) any document which is binding on it or any of its assets.

5.5 Authorisations

All material authorisations required by the Issuer in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, this Supplemental Trust Deed have been obtained or effected and are in full force and effect or will be obtained or effected and will be in full force and effect on the date that they are required to be so under all applicable laws.

6. COUNTERPARTS

This Supplemental Trust Deed may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Trust Deed.

7. GOVERNING LAW

This Supplemental Trust Deed and any non-contractual obligations arising out of or in connection with it are governed by the laws of Malaysia.

8. STAMP DUTY EXEMPTION

It is hereby declared by the parties that this Supplemental Trust Deed is one of the several instruments employed in one transaction relating to the MTN Programme. The MTN Programme has been approved by the Securities Commission and this Supplemental Trust Deed is thereby exempted from 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 executed on the day and year first above written.

THE ISSUER

The Common Seal of
CAGAMAS BERHAD
(Company No. 157931-A)
was affixed in the presence of



A handwritten signature in black ink, appearing to read 'Chung Chee Leong', is written over a horizontal dashed line.

Chung Chee Leong
Director

Sarah Abdul Aziz (LS 0008763)
Company Secretary / Head, Corporate Secretariat
CAGAMAS BERHAD (157931-A)

THE TRUSTEE

The Common Seal of
PB TRUSTEE SERVICES BERHAD
(Company No. 7968-T)
was affixed in the presence of



A handwritten signature in black ink, appearing to read 'Chang Siew Yen', is written over a horizontal dashed line.

Chang Siew Yen
681013-06-5126

Julia Binti Mustaffa
780825-04-5394

SCHEDULE 1

(Part I)

FORM OF GLOBAL CONVENTIONAL MEDIUM TERM NOTES CERTIFICATE

| | | | | | |
|---------------|---|-----|------------------------|---|-----|
| Nominal value | : | [] | Stock Code No | : | [] |
| Issue Date | : | [] | Tranche No | : | [] |
| Maturity Date | : | [] | Issued in Kuala Lumpur | | |

CAGAMAS BERHAD
(Company No. 157931-A)
(incorporated in Malaysia under the Companies Act, 1965)

Registered Office
Level 32, The Gardens North Tower
Mid Valley City, Lingkaran Syed Putra
59200 Kuala Lumpur

This Global Certificate represents conventional medium term notes ("CMTNs") issued by Cagamas Berhad (the "Issuer") in the aggregate nominal value stated above.

The CMTNs are issued pursuant to the Issuer's Memorandum and Articles of Association and to a resolution of the Board of Directors of the Issuer passed on [] and constituted by the Trust Deed dated [] between the Issuer and PB Trustee Services Berhad (the "Trustee") (the "Trust Deed").

The holders of CMTNs are entitled to the benefit of the Trust Deed, the Conditions and the Common Terms Deed and are bound by and deemed to have notice of, all the provisions of the Trust Deed, the Conditions, the Common Terms Deed and the Depository and Paying Agency Agreement dated [] (the "Depository and Paying Agency Agreement") entered into between, the Issuer, the Trustee, Cagamas Berhad and Bank Negara Malaysia as the central depository and paying agent. Copies of the Trust Deed, the Common Terms Deed and the Depository and Paying Agency Agreement are available for inspection by the holders of the CMTNs at the office of the Trustee being at the date hereof at 17th Floor, Menara Public Bank, 146 Jalan Ampang, 50450 Kuala Lumpur and at the registered office of the Issuer.

Terms defined in the Trust Deed have the same meaning when used herein.

THIS IS TO CERTIFY THAT the bearer of this Global Certificate is the proprietor and beneficial owner of an amount of the CMTNs equal to the nominal value stated above [as reduced by each payment made by the Issuer in accordance with the next following provision]*

*to be used in the case the CMTNs are being amortised.

[One of the following provisions shall apply depending upon whether redemption is in full on the Maturity Date or amortises until the Maturity Date:

For value received the Issuer promises to pay the bearer of this Global Certificate the nominal value of the CMTNs on the Maturity Date, and otherwise to comply with the provisions of the Trust Deed, the Common Terms Deed and the Conditions.

OR

The Issuer promises to pay or, as may be applicable, the Issuer shall ensure to be paid in accordance with the Trust Deed, the Common Terms Deed and the Conditions, the bearer of this Global Certificate 100% of the nominal value of the CMTNs in accordance with the following amortising schedule:

| Payment Date | Amount |
|--------------|--------|
| | |
| | |

and otherwise to comply with the provisions of the Trust Deed, the Common Terms Deed and the Conditions.]

[One of the following provisions shall apply depending upon whether an early redemption option applies:

[The CMTNs may not be redeemed at the option of the Issuer other than in accordance with this Condition.]

OR

(i) The Issuer may, upon notice given not less than [insert Minimum Notice to Noteholders] nor more than [insert Maximum Notice to Noteholders] Business Days prior to the relevant Call Redemption Date(s) (as hereinafter defined)], redeem all [or some only] of the Notes on [insert Call Redemption Dates(s)] ([each a] [the] "Call Redemption Date") at [insert Call Redemption Amount(s)] together with accrued interest, if any, to (but excluding) the Call Redemption Date. [If Minimum Redemption Amount or Higher Redemption Amount applies insert: Any such redemption must be of a principal amount equal to [at least [insert Minimum Redemption Amount] [insert Higher Redemption Amount].

(ii) Notice of redemption shall be given by the Issuer to the holders of the Notes in accordance with Condition 10. Such notice shall specify:

(aa) the Tranche of Notes subject to redemption;

[if Notes are redeemable in part, insert:

(bb) whether such Tranche is to be redeemed in whole or on part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed;]

(cc) the Call Redemption Date; and

(dd) the Call Redemption Amount at which such Notes are to be redeemed.

In the event of a redemption of the Notes in part, no new Global Certificate in replacement of this Global Certificate shall be required.]*

[If interest is payable on the CMTNs, one of the following provisions shall apply:

(a) **Fixed Rate CMTNs:**

The CMTNs shall bear interest on the outstanding nominal value of the CMTNs at the rate of [insert Rate of Interest] per cent, per annum from (and including) [insert Interest Commencement Date] to (but excluding) the date of maturity of the relevant CMTNs.

Interest shall be payable in arrear on [insert Fixed Interest Date(s)] in each year (each such date, an "Interest Payment Date"), subject to adjustment in accordance with the MyClear Rules and Procedures. The first payment of interest shall, subject to adjustment in accordance with the MyClear Rules and Procedures, be made on [insert First Interest Payment Date].

(b) **Floating Rate CMTNs:**

The CMTNs shall bear interest on the outstanding nominal value of the CMTNs from (and including) [insert Interest Commencement Date] (the "Interest Commencement Date") to (but excluding) the first Interest Payment Date and thereafter from (and including) each Interest Payment Date to (but excluding) the next following Interest Payment Date. Interest on the CMTNs shall be payable on each Interest Payment Date.

"Payment Date" means the dates on which payment of the nominal value is paid on an amortising basis.

"Interest Payment Date" means, subject to adjustments in accordance with the MyClear Rules and Procedures, each date which (except as otherwise provided in these Conditions) falls [insert number] [weeks] [months] [insert other specified periods] after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.]

The rate of interest (the "Rate of Interest") for each Interest Period (as defined below) will, except as provided below, be the offered quotation (if there is only one quotation on the Screen Page (as defined below)) (expressed as a percentage rate per annum) for deposits in Ringgit for that Interest Period which appears on the Screen Page as of 11.00 a.m. time) on the Interest Determination Date (as defined below) [if Margin insert [plus] [minus] the Margin (as defined below), all as determined by the Facility Agent. [If some other manner of determining the Rate of Interest is agreed, specify accordingly.]

"Interest Period" means each [specify period which may be agreed] month period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and from (and including) each Interest Payment Date to (but excluding) the following Interest Payment Date.

"Interest Determination Date" means the [second] or [insert other applicable number of days] Business Day prior to the commencement of the relevant Interest Period.

"Margin" means [insert Margin] per cent per annum.]

"Screen Page" means [insert relevant Screen Page].

If, at such time, the Screen Page is not available or if no such quotation appears, the Facility Agent will request three (3) major banks operating in Kuala Lumpur to

provide a quotation of its rate at which deposits in Ringgit are offered by it at approximately 11.00a.m. Kuala Lumpur time, on the Interest Determination Date to banks in the Kuala Lumpur interbank market for a period of the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount.

The rate for that Interest Period will be in the arithmetic mean (rounded if necessary to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards) of the quotations [if Margin insert : [plus] [minus] the Margin].

“Designated Maturity” means a period equivalent to the Interest Period.

“Representative Amount” means an amount that is representative for a single transaction in the Kuala Lumpur interbank market at the relevant time.]*

The CMTNs are subject to the Issue/Selling Restrictions endorsed hereon, the provisions contained in the Trust Deed, the Common Terms Deed and the Conditions attached to or printed hereon.

The CMTNs are transferable in multiples of Ringgit One Thousand (RM1,000) each.

This Global Certificate shall not be valid or become obligatory for any purpose unless authenticated by or on behalf of the Facility Agent.

Subject to the MyClear Rules and Procedures, the Maturity Date is the date shown as such on the face of this Global Certificate provided that if such date is not a Business Day (as defined in the Trust Deed), the Maturity Date shall be the next succeeding Business Day, or if that Business Day falls in the following calendar month or after the last day of the Programme Tenor, the Maturity Date shall be the preceding Business Day.

This Global Certificate is governed by, and shall be construed in accordance with, Malaysian law.

GIVEN UNDER THE COMMON SEAL OF THE ISSUER in the presence of -

Director

Director/Secretary

*to be used as applicable.

CERTIFICATE OF AUTHENTICATION

This Global Certificate is authenticated by or on behalf of Cagamas Berhad (Company No. 157931-A) (without recourse, warranty or liability), as representing the duly authorised issue by the Issuer of CMTNs in the amount of the nominal value stated above.

Signed By :

.....
Authorised Signatory
on behalf of the Facility Agent.

Date:

Issue/Selling Restrictions

Each of the following restrictions must be observed by each Noteholder in relation to issues, sales, transfers or disposals of all or any part of its legal or beneficial interests in the Notes or offers to do:

1. At the point of issuance:

The Notes may only be offered, sold, transferred or otherwise disposed directly or indirectly to a person to whom an offer or invitation to subscribe the Notes and to whom the Notes are issued would fall within Schedule 6 or Section 229(1)(b) and Schedule 7 or Section 230(1)(b) of the Capital Markets and Services Act 2007 ("CMSA") read together with Schedule 9 or Section 257(3) of the CMSA.

After issuance:

The Notes may only be offered, sold, transferred or otherwise disposed directly or indirectly to a person to whom an offer or invitation to purchase the Notes would fall within Schedule 6 or Section 229(1)(b) read together with Schedule 9 or Section 257(3) of the CMSA.

2. Each Noteholder shall not sell, transfer or otherwise dispose of all or any part of its legal or beneficial interests in the Notes to another person or persons nor offer to do so, unless such sale, transfer, disposal or offer, is subject to the condition that such person(s) shall undertake to observe the restrictions set out herein.
3. Without limitation to paragraphs 1 and 2 above, each Noteholder shall observe all applicable laws and regulations in any jurisdiction (including Malaysia) in which it may offer, sell, transfer or otherwise dispose of all or any part of its legal or beneficial interests in the Notes or distribute any document or other material in connection therewith.

SCHEDULE 1

(Part II)

FORM OF DEFINITIVE CONVENTIONAL MEDIUM TERM NOTES CERTIFICATE

| | | | |
|-----------------|-----|------------------------|-----|
| Nominal value : | [] | Stock Code No : | [] |
| Issue Date : | [] | Tranche No : | [] |
| Maturity Date : | [] | Issued in Kuala Lumpur | |

CAGAMAS BERHAD
(Company No. 157931-A)
(incorporated in Malaysia under the Companies Act, 1965)

Registered Office
Level 32, The Gardens North Tower
Mid Valley City, Lingkaran Syed Putra
59200 Kuala Lumpur

This Definitive Certificate represents conventional medium term notes ("CMTNs") issued by Cagamas Berhad (the "Issuer") in the aggregate nominal value stated above.

The CMTNs are issued pursuant to the Issuer's Memorandum and Articles of Association and a resolution of the Board of Directors of the Issuer passed on [] and constituted by the Trust Deed dated [] between the Issuer and PB Trustee Services Berhad (the "Trustee") (the "Trust Deed").

The holders of CMTNs are entitled to the benefit of the Trust Deed, the Conditions and the Common Terms Deed and are bound by and deemed to have notice of, all the provisions of the Trust Deed, the Conditions and the Common Terms Deed. Copies of the Trust Deed and the Common Terms Deed are available for inspection by the holders of the CMTNs at the office of the Trustee being at the date hereof at 17th Floor, Menara Public Bank, 146 Jalan Ampang, 50450 Kuala Lumpur and at the registered office of the Issuer.

Terms defined in the Trust Deed have the same meaning when used herein.

THIS IS TO CERTIFY THAT the bearer of this Definitive Certificate is the proprietor and beneficial owner of an amount of the CMTNs equal to the nominal value stated above [as reduced by each payment made by the Issuer in accordance with the next following provision]*
*to be used in the case the CMTNs are being amortised.

[One of the following provisions shall apply depending upon whether redemption is in full on the Maturity Date or amortises until the Maturity Date:

OR

The Issuer promises to pay or, as may be applicable, the Issuer shall ensure to be paid in accordance with the Trust Deed, the Common Terms Deed and the Conditions, the bearer of this Global Certificate 100% of the nominal value of the CMTNs in accordance with the following amortising schedule:

| Payment Date | Amount |
|--------------|--------|
| | |
| | |

and otherwise to comply with the provisions of the Trust Deed, the Common Terms Deed and the Conditions.]

For value received the Issuer promises to pay the bearer of this Definitive Certificate the nominal value of the CMTNs on the Maturity Date, and otherwise to comply with the provisions of the Trust Deed, the Common Terms Deed and the Conditions.

[One of the following provisions shall apply depending upon whether an early redemption option applies:

[The CMTNs may not be redeemed at the option of the Issuer other than in accordance with this Condition.]

OR

(i) The Issuer may, upon notice given not less than [insert Minimum Notice to Noteholders] nor more than [insert Maximum Notice to Noteholders] Business Days prior to the relevant Call Redemption Date(s) (as hereinafter defined), redeem all [or some only] of the Notes on [insert Call Redemption Dates(s)] ([each a] [the] "Call Redemption Date") at [insert Call Redemption Amount(s)] together with accrued interest, if any, to (but excluding) the Call Redemption Date. [If Minimum Redemption Amount or Higher Redemption Amount applies insert: Any such redemption must be of a principal amount equal to [at least [insert Minimum Redemption Amount] [insert Higher Redemption Amount].

(ii) Notice of redemption shall be given by the Issuer to the holders of the Notes in accordance with Condition 10. Such notice shall specify:

(bb) the Tranche of Notes subject to redemption;

[if Notes are redeemable in part, insert:

(bb) whether such Tranche is to be redeemed in whole or on part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed;]

(cc) the Call Redemption Date; and

(dd) the Call Redemption Amount at which such Notes are to be redeemed.]*

[If interest is payable on the CMTNs, one of the following provisions shall apply:

(a) **Fixed Rate CMTNs:**

The CMTNs shall bear interest on the outstanding nominal value of the CMTNs at the rate of [insert Rate of Interest] per cent, per annum from (and including) [insert Interest Commencement Date] to (but excluding) the date of maturity of the relevant CMTNs.

Interest shall be payable in arrear on [insert Fixed Interest Date(s)] in each year (each such date, an "Interest Payment Date"), subject to adjustment in accordance with the MyClear Rules and Procedures. The first payment of interest shall, subject to adjustment in accordance with the MyClear Rules and Procedures, be made on [insert First Interest Payment Date].

(b) **Floating Rate CMTNs:**

The CMTNs shall bear interest on the outstanding nominal value of the CMTNs from (and including) [insert Interest Commencement Date] (the "Interest Commencement Date") to (but excluding) the first Interest Payment Date and thereafter from (and including) each Interest Payment Date to (but excluding) the next following Interest Payment Date. Interest on the CMTNs shall be payable on each Interest Payment Date.

"Payment Date" means the dates on which payment of the nominal value is paid on an amortising basis.

"Interest Payment Date" means, subject to adjustments in accordance with the MyClear Rules and Procedures, each date which (except as otherwise provided in these Conditions) falls [insert number] [weeks] [months] [insert other specified periods] after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.]

The rate of interest (the "Rate of Interest") for each Interest Period (as defined below) will, except as provided below, be the offered quotation (if there is only one quotation on the Screen Page (as defined below)) (expressed as a percentage rate per annum) for deposits in Ringgit for that Interest Period which appears on the Screen Page as of 11.00 a.m. time) on the Interest Determination Date (as defined below) [if Margin insert [plus] [minus] the Margin (as defined below), all as determined by the Facility Agent. [If some other manner of determining the Rate of Interest is agreed, specify accordingly.]

"Interest Period" means each [specify period which may be agreed] month period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and from (and including) each Interest Payment Date to (but excluding) the following Interest Payment Date.

"Interest Determination Date" means the [second] or [insert other applicable number of days] Business Day prior to the commencement of the relevant Interest Period.

"Margin" means [insert Margin] per cent per annum.]

"Screen Page" means [insert relevant Screen Page].

If, at such time, the Screen Page is not available or if no such quotation appears, the Facility Agent will request three (3) major banks operating in Kuala Lumpur to provide a quotation of its rate at which deposits in Ringgit are offered by it at approximately 11.00a.m. Kuala Lumpur time, on the Interest Determination Date to banks in the Kuala Lumpur interbank market for a period of the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount.

The rate for that Interest Period will be in the arithmetic mean (rounded if necessary to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards) of the quotations [if Margin insert : [plus] [minus] the Margin].

“Designated Maturity” means a period equivalent to the Interest Period.

“Representative Amount” means an amount that is representative for a single transaction in the Kuala Lumpur interbank market at the relevant time.]*

The CMTNs are subject to the Issue/Selling Restrictions endorsed hereon, the provisions contained in the Trust Deed, the Common Terms Deed and the Conditions attached to or printed hereon.

The CMTNs are transferable in multiples of Ringgit One Thousand (RM1,000.00) each.

This Definitive Certificate shall not be valid or become obligatory for any purpose unless authenticated by or on behalf of the Facility Agent.

Subject to the MyClear Rules and Procedures, the Maturity Date is the date shown as such on the face of this Definitive Certificate provided that if such date is not a Business Day (as defined in the Trust Deed), the Maturity Date shall be the next succeeding Business Day, or if that Business Day falls in the following calendar month or after the last day of the Programme Tenor, the Maturity Date shall be the preceding Business Day.

This Definitive Certificate is governed by, and shall be construed in accordance with, Malaysian law.

GIVEN UNDER THE COMMON SEAL OF THE ISSUER in the presence of

Director

Director/Secretary

*to be used as applicable.

CERTIFICATE OF AUTHENTICATION

This Definitive Certificate is authenticated by or on behalf of Cagamas Berhad (Company No. 157931-A) (without recourse, warranty or liability), as representing the duly authorised issue by the Issuer of CMTNs in the amount of the nominal value stated above.

Signed By:

.....
Authorised Signatory
on behalf of the Facility Agent.

Date:

Issue/Selling Restrictions

Each of the following restrictions must be observed by each Noteholder in relation to issues, sales, transfers or disposals of all or any part of its legal or beneficial interests in the Notes or offers to do:

1. At the point of issuance:

The Notes may only be offered, sold, transferred or otherwise disposed directly or indirectly to a person to whom an offer or invitation to subscribe the Notes and to whom the Notes are issued would fall within Schedule 6 or Section 229(1)(b) and Schedule 7 or Section 230(1)(b) of the Capital Markets and Services Act 2007 ("CMSA") read together with Schedule 9 or Section 257(3) of the CMSA.

After issuance:

The Notes may only be offered, sold, transferred or otherwise disposed directly or indirectly to a person to whom an offer or invitation to purchase the Notes would fall within Schedule 6 or Section 229(1)(b) read together with Schedule 9 or Section 257(3) of the CMSA.

2. Each Noteholder shall not sell, transfer or otherwise dispose of all or any part of its legal or beneficial interests in the Notes to another person or persons nor offer to do so, unless such sale, transfer, disposal or offer, is subject to the condition that such person(s) shall undertake to observe the restrictions set out herein.
3. Without limitation to paragraphs 1 and 2 above, each Noteholder shall observe all applicable laws and regulations in any jurisdiction (including Malaysia) in which it may offer, sell, transfer or otherwise dispose of all or any part of its legal or beneficial interests in the Notes or distribute any document or other material in connection therewith.