

Execution Copy

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LAW JUN CHIN (BC/L/1990)
ADVOCATE & SOLICITOR
KUALA LUMPUR

Dated **2 AUG 2012**

Between

SunREIT Capital Berhad (Company No. 927634-X)
(as Issuer)

and

OSK Trustees Berhad (Company No. 573019-U)
(as REIT Trustee)

and

Sunway REIT Management Sdn Bhd (Company No. 806330-X)
(as REIT Manager)

and

PB Trustee Services Berhad (Company No. 7968-T)
(as Trustee)

SUPPLEMENTAL TRUST DEED

In respect of Commercial Papers issued pursuant to a
Commercial Papers Issuance Programme of up to RM1.6
billion in nominal value

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This Supplemental Trust Deed is made on **2 AUG 2012** between:

- (1) **SUNREIT CAPITAL BERHAD** (Company No. 927634-X), a company incorporated in Malaysia and having its registered address at Level 16, Menara Sunway, Jalan Lagoon Timur, Bandar Sunway, 46150 Petaling Jaya, Selangor (the "**Issuer**");
- (2) **OSK TRUSTEES BERHAD** (Company No. 573019-U), a company incorporated in Malaysia and having its registered address at 20th Floor, Plaza OSK, Jalan Ampang, 50450 Kuala Lumpur, in its capacity as trustee of SunREIT (as defined below) (the "**REIT Trustee**");
- (3) **SUNWAY REIT MANAGEMENT SDN BHD** (Company No. 806330-X), a company incorporated in Malaysia and having its registered address at Level 16, Menara Sunway, Jalan Lagoon Timur, Bandar Sunway, 46150 Petaling Jaya, Selangor in its capacity as manager of SunREIT (the "**REIT Manager**"); and
- (4) **PB TRUSTEE SERVICES BERHAD** (Company No. 7968-T), a company incorporated in Malaysia and having its registered address at 17th Floor, Menara Public Bank, 146 Jalan Ampang, 50450 Kuala Lumpur, in its capacity as trustee for the CPholders (as herein defined) (the "**Trustee**").

Recitals

- (A) This Supplemental Trust Deed is supplemental to the Trust Deed dated 3 April 2012 ("**Trust Deed**") made between the Issuer, the REIT Trustee, the REIT Manager and the Trustee, which constitutes the commercial papers issued pursuant to a commercial papers issuance programme of up to RM1.6 billion in nominal value by the Issuer.
- (B) The Issuer had requested for certain amendments to the Trust Deed.
- (C) The Issuer, the REIT Trustee, the REIT Manager and the Trustee are agreeable to amend the terms of the Trust Deed and as such are entering into this Supplemental Trust Deed.

It is agreed as follows:

1 Definitions and Interpretation

- 1.1 Unless otherwise defined in this Supplemental Trust Deed, words and expression defined in the Trust Deed shall have the same meaning when used or referred to herein.
- 1.2 References in the Trust Deed to "this Deed" shall, with effect from the date of this Supplemental Trust Deed and unless the context otherwise requires, be references to the Trust Deed as amended by this Supplemental Trust Deed and words such as "herein", "hereof", "hereafter", "hereunder", "hereby" and "hereto", where they appear in the Trust Deed shall be construed accordingly.

2. Amendments

The parties to the Trust Deed hereby agree that from the date of this Supplemental Trust Deed, the Trust Deed shall be amended by deleting sub-clause 2.2(a)(ii) in its entirety so that Clause 2.2 reads as follows:

2.2 Authority

The Trustee is expressly authorised by the CPholders to:

- (a) agree to the terms of the Security Agency and Sharing Agreement provided that there are no terms therein which purport to vary the first ranking Security Interest securing the CPs over the nine (9) Secured Properties described in Schedule 6 of this Deed together with their cashflow and proceeds, such Security Interest which may only rank pari passu with the Pari Passu Debt; and
- (b) enter into the Security Agency and Sharing Agreement.

3 General

3.1 Continuance of the Trust Deed

Save as amended by this Supplemental Trust Deed, the provisions of the Trust Deed shall continue in full force and effect and the Trust Deed and this Supplemental Trust Deed shall, to the extent applicable, be read and construed as one instrument.

3.2 Inconsistencies

In the event of any inconsistency between the provisions of this Supplemental Trust Deed and the Trust Deed, the provisions of this Supplemental Trust Deed shall prevail and supersede such inconsistent provisions in the Trust Deed.

3.3 Representation and Warranties

Each of the Issuer, the REIT Trustee and the REIT Manager represents and warrants to the parties to this Supplemental Trust Deed that:

- (a) each of the Issuer, the REIT Trustee and the REIT Manager has power to execute, deliver and perform its obligations under this Supplemental Trust Deed and this Supplemental Trust Deed constitutes its valid and legally binding obligations;
- (b) all actions, conditions and things required to be taken, fulfilled and done (including obtaining of any necessary consents) in order (a) to enable each of the Issuer, the REIT Trustee and the REIT Manager to lawfully enter into and perform and comply with its obligations under this Supplemental Trust Deed; (b) to ensure that those obligations are legally binding and enforceable; and (c) to make this Supplemental Trust Deed admissible as evidence in the courts of Malaysia, have been taken, fulfilled and done;
- (c) each of the representations and warranties made by each of the Issuer, the REIT Trustee and the REIT Manager under this Supplemental Trust Deed shall survive the signing and delivery of this Supplemental Trust Deed and

each of the Issuer, the REIT Trustee and the REIT Manager shall be deemed to represent and warrant to the parties to this Supplemental Trust Deed that all such representation and warranties are accurate, true, correct in all respects so long as any amount remains unpaid, as if repeated by reference to the circumstances then existing from time to time.

3.4 Cost and Expenses

The Issuer shall bear all costs and expenses (including legal fees) in connection with the preparation and the execution of this Supplemental Trust Deed and all other documents in relation thereto.

3.5 Governing Law and Jurisdiction

This Supplemental Trust Deed is governed by, and shall be construed in accordance with, the laws of Malaysia and in relation to any legal action or proceedings arising out of or in connection with this Supplemental Trust Deed, the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia.

3.6 Successors Bound

This Supplemental Trust Deed shall be binding upon and enure to the benefit of each party hereto and its successors in title and permitted assigns.

3.7 Counterparts

This Supplemental Trust Deed may be executed in any number of counterparts and all such counterparts taken together constitute one and the same instrument.

3.8 Effective Date

The amendments to the Trust Deed as set out in Clause 2 above shall take effect on the date of this Agreement.

3.9 Stamp Duty

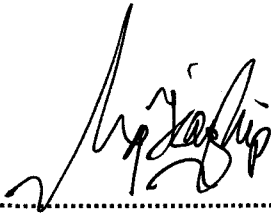
IT IS HEREBY AGREED AND DECLARED THAT this Supplemental Trust Deed constitutes one of the several instruments employed in the CPs to be issued by the Issuer which issue has been approved by the SC and is thereby exempted from stamp duty pursuant to the provisions of the Stamp Duty (Exemption) (No. 23) Order 2000.

Execution

Executed as a Deed the day and year first stated above.

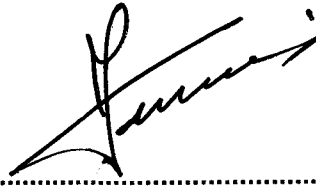
The Issuer

The Common Seal of **SUNREIT CAPITAL BERHAD** (Company No. 927634-X) was affixed here in the presence of:



Director

Name : DATO' NG TIONG LIP



Director / Company Secretary

Name : TAN KIM AUN

The REIT Trustee

The Common Seal of **OSK TRUSTEES BERHAD** in its capacity as trustee of SunREIT (Company No. 573019-U) was affixed here in the presence of:

Director

Name

Authorised Signatory

Name

Execution

Executed as a Deed the day and year first stated above.

The Issuer


The Common Seal of **SUNREIT CAPITAL BERHAD** (Company No. 927634-X) was affixed here in the presence of:

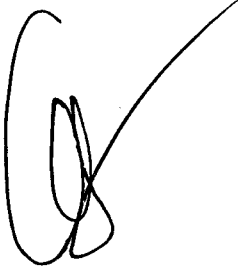
.....
Director
Name

.....
Director / Company Secretary
Name

The REIT Trustee

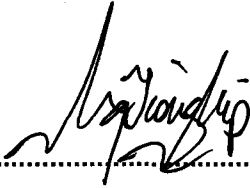
The Common Seal of **OSK TRUSTEES BERHAD** in its capacity as trustee of SunREIT (Company No. 573019-U) was affixed here in the presence of:


.....
Director
Name **WOO LAI MEI**


.....
Authorised Signatory
Name **NGU KEE KEONG**

The REIT Manager

The Common Seal of **SUNWAY REIT MANAGEMENT SDN BHD** (Company No. 806330-X) was affixed here in the presence of:



Director

Name : DATO' NG TIONG LIP



Director/Company Secretary

Name : TAN KIM AUN

The Trustee

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

Director

Name:

Director/Company Secretary

Name:

The REIT Manager


The Common Seal of **SUNWAY REIT MANAGEMENT SDN BHD** (Company No. 806330-X) was affixed here in the presence of:

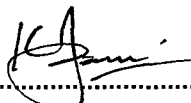
.....
Director
Name

.....
Director / Company Secretary
Name

The Trustee

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


.....
Director
Name: **CHANG SIEW YEN**
681013-06-5126


.....
~~Director~~ / Company Secretary
Name: **JOTHIRANI A/P KRISHNAN**
NRIC NO. 530308-08-5492