

19 JUN 2012

DATED THIS

DAY OF

, 2012

Certified true copy of the original

BETWEEN

MURNI ZUYATI BINTI ZULKIFLI AZIZ
(BC/M/880)

ADVOCATE & SOLICITOR
KUALA LUMPUR

Pacific & Orient Insurance Co. Berhad
(Company No. 12557-W)
(as Issuer)

AND

Pacific Trustees Berhad
(Company No. 317001-A)
(as Trustee)

TRUST DEED

UP TO RM150,000,000.00 IN NOMINAL VALUE
OF SUBORDINATED NOTES UNDER A
SUBORDINATED NOTES PROGRAMME


ADNAN SUNDRA & LOW
ADVOCATES & SOLICITORS
KUALA LUMPUR

BNP-PARI/20120443/AC/MZZ/JY

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MURNI ZUHAIRI BINTI ZULKIFLI AZIZ
(BC/M/1880)
ADVOCATE & SOLICITOR
KUALA LUMPUR

THIS TRUST DEED is made the day of **19 JUN 2012**, 2012

BETWEEN:

- (1) Pacific & Orient Insurance Co. Berhad (Company No. 12557-W), a company incorporated in Malaysia with its registered office at 11th Floor, Wisma Bumi Raya, No. 10 Jalan Raja Laut, 50350 Kuala Lumpur (the "Issuer");

AND

- (2) Pacific Trustees Berhad (Company No. 317001-A), a trust corporation registered under the Trust Companies Act, 1949 and incorporated under the Companies Act, 1965 with its registered office at A-9-8, 9th Floor, Megan Avenue 1, No. 189 Jalan Tun Razak, Off Persiaran Hampshire, 50400 Kuala Lumpur and business address at A-9-8, 9th Floor, Megan Avenue 1, No. 189 Jalan Tun Razak, Off Persiaran Hampshire, 50400 Kuala Lumpur (the "Trustee").

RECITALS:

- (A) By a resolution of the Issuer's board of Directors passed on 16 April 2012, the Issuer is authorised to constitute and issue up to Ringgit One Hundred and Fifty million (RM150,000,000.00) nominal value subordinated notes ("Subordinated Notes") under a subordinated notes programme ("Subordinated Notes Programme"). The terms and conditions of the Subordinated Notes Programme are set out in the Programme Agreement (as hereinafter defined). The aggregate outstanding nominal value of the Subordinated Notes shall not exceed the limit of Ringgit One Hundred and Fifty million (RM150,000,000.00) at any point in time. The terms and conditions of the Subordinated Notes are set out in this Trust Deed. The Subordinated Notes will be issued in a manner more particularly described in Clause 2 below. Each tranche of the Subordinated Notes that is issued will mature on a date falling on the tenth (10th) year from the Issue Date, provided that such date falls within the tenure of the Subordinated Notes Programme, with a call option ("Call Option", as farther detailed in Clause 6.5 below) and an options for Regulatory Redemption (as further detailed in Clause 6.6 below), M&A Option (as further detailed in Clause 6.7 below) and Tax Redemption Option (as further detailed in Clause 6.8 below) given to the Issuer (subject to, amongst others, the prior approval of BNM) to redeem the relevant Subordinated Notes before the Maturity Date.

Each tranche of the issued Subordinated Notes shall bear coupon at the rate that is to be determined prior to the issuance of that tranche and the rate shall be applicable throughout the tenure of each tranche of the issued Subordinated Notes.

- (B) Subject to the Operational Procedures for RENTAS and Operational Procedures for Securities Services, each tranche of the Subordinated Notes will be represented by a Global Certificate (as hereinafter defined) in bearer form.
- (C) MyClear, as appointed by BNM, operates and manages a scripless book-entry securities trading and funds transfer system known as RENTAS.
- (D) As part of RENTAS, MyClear operates and manages the Electronic Scripless Securities Depository System (hereinafter referred to as "SSDS") which is a scripless book-entry securities trading system that effects and records the trading and settlement of securities which are traded through SSDS and an Inter Bank Funds Transfer System that effects and records transfers of fund between BNM and persons approved by it to have access to and utilise RENTAS.
- (E) The issuance of the Subordinated Notes shall be subject to the provisions set out in the Central Securities Depository and Paying Agency Rules (as defined herein) and shall be issued under RENTAS (as defined herein) and traded through the SSDS.
- (F)
 - (i) Application was made to the SC for waivers from compliance with certain provisions under the SC's Trust Deeds Guidelines and approval was obtained on 17 May 2012 for waiver from paragraphs 12.01 and 14.01(h) and (i) of the SC's Trust Deeds Guidelines.
 - (ii) Application was made to the SC for approval for the Issuer to issue the Subordinated Notes and approval was obtained on 18 June 2012. The first tranche of the Subordinated Notes are intended to be issued within two (2) years from the date of the SC approval.
 - (iii) By BNM's letter dated 27 December 2011 addressed to the Issuer, BNM states that it has no objection to the Issuer's proposal to issue the Subordinated Notes and to fully replace the Issuer's subordinated debt owing to Pacific & Orient Berhad (Company No. 308366-H) ("POB") with the issuance of the first tranche of the Subordinated Notes, subject to the following conditions:
 - (aa) the amount of the Subordinated Notes that can be classified and included as eligible Tier 2 capital of the Issuer shall be subject to prevailing rules of the the Risk-Based Capital Framework for Insurance Companies published by BNM ("RBC Framework");
 - (bb) POB is to utilise the proceeds from redemption of the Issuer's subordinated debt to POB to fully repay its term loan with ING

Bank Labuan and to ensure release of the charge on its shares in the Issuer; and

- (cc) the Issuer is to seek BNM's approval prior to any future dividend payments.
- (G) This Trust Deed sets out the terms and conditions pursuant to which the Issuer shall issue the Subordinated Notes and constitute the same.
- (H) The Trustee is approved by the Securities Commission to duly act and is qualified to act as a trustee corporation for the purposes of the CMSA and has agreed to act as trustee under this Trust Deed for the benefit of the Subordinated Noteholders on the terms and subject to the conditions hereinafter contained.

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

1. DEFINITIONS

1.1 In these presents (including the Recitals), the following expressions shall have the following meanings (except where the context requires otherwise):

- | | |
|------------------------|--|
| “Account” | has the meaning assigned to it in Clause 8.3 of this Trust Deed; |
| “ADI” | means an Authorised Depository Institution as defined in the Operational Procedures for RENTAS, Operational Procedures for Securities Services or a member of RENTAS who is approved by MyClear in consultation with BNM to be an authorised depository institution; |
| “Auditors” | means the auditors for the time being of the Issuer or, in the event of their inability or unwillingness to carry out any action required to be carried out by them pursuant to this Trust Deed, such other firm of accountants as may be nominated by the Issuer and approved by the Trustee for the purpose; |
| “Authorised Signatory” | means, in relation to the Issuer, a person who is empowered to give or sign any notices, requests, certificates or other communications and documents under or in connection with all Issue Documents, and whose authority is evidenced |

by a resolution of the Directors of the Issuer;

"BAFIA"	means the Banking and Financial Institutions Act, 1989 and includes any statutory amendment or re-enactment thereof;
"BNM"	means BANK NEGARA MALAYSIA, a body corporate established under the Central Bank of Malaysia Act, 1958, of Jalan Dato' Onn, 50480 Kuala Lumpur;
"Business Day"	means a day (other than Saturday, Sunday and public holiday) on which Financial Institutions are open for business in Kuala Lumpur;
"Call Date"	in relation to a tranche of the Subordinated Notes, any Coupon Payment Date on or after the fifth (5 th) anniversary of the Issue Date of that tranche, prior to the Maturity Date of that tranche;
"Call Option"	means the option for early redemption of the Subordinated Notes given to the Issuer to redeem the relevant Subordinated Notes on the relevant Call Date in accordance with the terms and conditions of Clause 6.5;
"Central Depository"	means BNM and includes its successors in title and permitted assigns or, if BNM ceases to be the central depository in accordance with the Central Securities Depository and Paying Agency Rules, such other persons appointed as such by the Issuer with the approval of the Trustee to act as custodian of the Global Certificates;
"Central Securities Depository and Paying Agency Rules"	means a uniform set of rules and procedures which govern the depository and paying agency services provided by MyClear as agent for BNM in relation to the securities deposited in RENTAS;
"Certificate"	means any Global Certificate and/or any Definitive Certificate (as the case may be);
"CMSA"	means the Capital Markets and Services Act 2007 of Malaysia and includes any statutory amendment or re-enactment thereof;

"Companies Act"	means the Companies Act, 1965 of Malaysia and includes any statutory amendment or re-enactment thereof;
"Conditions"	means the terms and conditions of issue of the Subordinated Notes set out in Part III of the First Schedule hereto as the same may from time to time be modified in accordance with the provisions of these presents and any reference to a specific Condition shall be construed accordingly;
"Consolidated Trust Account"	means the Consolidated Trust Account maintained pursuant to paragraph (c) of Section 7 of the Finance Procedure Act 1957 (Revised 1972);
"Coupon Payment Date"	in relation to the Subordinated Notes of any tranche, the date occurring three (3) or six (6) months from the Issue Date and thereafter, the dates occurring at three (3) or six (6) monthly intervals, as the case may be, until the Maturity Date, with the last coupon payment being made on the Maturity Date or upon early redemption of that tranche of Subordinated Notes, in accordance with the terms of this Trust Deed, whichever is earlier;
"Definitive Certificate"	means the definitive certificates of the Subordinated Notes in or substantially in the form set out in Part II of the First Schedule hereto and includes any replacement for such certificates issued pursuant to this Trust Deed;
"Depository Procedures"	means the procedures of the Central Depository for transactions in the Subordinated Notes and for settlement of all payments to the Subordinated Noteholders as provided in the Central Securities Depository and Paying Agency Rules, the Operational Procedures for RENTAS, and the Operational Procedures for Securities Services;
"Directors"	means the directors for the time being of the Issuer;

"Event of Default"	means any of those events specified in Clause 9.1 hereof;
"Facility Agent"	means Hong Leong Investment Bank Berhad (Company No.43526-P), a company incorporated in Malaysia with its registered office at Level 8, Wisma Hong Leong, 18, Jalan Perak, 50450 Kuala Lumpur and includes its successors in title, permitted assigns and persons deriving title thereunder in its capacity as the facility agent;
"FAST"	means the Fully Automated System for Issuing/Tendering operated by MyClear as varied, upgraded or substituted from time to time;
"Financial Institutions"	means commercial banks and merchant banks licensed under the BAFIA;
"Global Certificate"	means the global certificate issued in respect of a tranche of the Subordinated Notes in or substantially in the form set out in Part I of the First Schedule hereto and includes any replacement for such certificate issued pursuant to this Trust Deed;
"Information Memorandum"	means the information memorandum issued or to be issued by the Issuer in relation to the Subordinated Notes Programme and includes any amendments, variations and/or supplemental information memorandum made from time to time;
"Issue Date"	in relation to a tranche of the Subordinated Notes, means a date on which that tranche of the Subordinated Notes is issued in accordance with the Programme Agreement, which date shall fall on a Business Day;
"Issue Documents"	means: <ul style="list-style-type: none">(a) this Trust Deed;(b) the Securities Lodgement Form;(c) the Programme Agreement;(d) the Subordinated Notes;(e) any other documents relating to the Subordinated Notes as shall be

determined by the Issuer, the Facility Agent and the Trustee,

and references to the Issue Documents shall include references to any one or more of them;

"Issuer"

means Pacific & Orient Insurance Co. Berhad (Company No. 12557-W), a company incorporated in Malaysia with its registered office at 11th Floor, Wisma Bumi Raya, No. 10 Jalan Raja Laut, 50350 Kuala Lumpur and includes its successors in title, permitted assigns and persons deriving title thereunder in its capacity as the issuer;

"Joint Lead Arrangers"

means, collectively, BNP Paribas Malaysia Berhad (Company No. 918091-T), a company incorporated in Malaysia and having its registered office at Vista Tower, Level 48A, The Intermark, 348 Jalan Tun Razak, 50400 Kuala Lumpur; and Hong Leong Investment Bank Berhad (Company No.43526-P), a company incorporated in Malaysia and having its registered office at Level 8, Wisma Hong Leong, 18, Jalan Perak, 50450 Kuala Lumpur and includes each of its successors in title, permitted assigns and persons deriving title thereunder as joint lead arranger(s);

"Maturity Date"

means the date on which the Subordinated Notes in question is due to be redeemed and which is a date falling on the tenth (10th) year from the Issue Date (provided that such date falls within the tenure of the Subordinated Notes Programme), as the Issuer may select Provided That:

- (a) subject to paragraph (b), if the Maturity Date falls on a day which is not a Business Day, payment shall be made on the Business Day immediately preceding the Maturity Date; and
- (b) if the Maturity Date falls on a day which is not a Business Day by virtue of that day being an unscheduled public holiday, payment shall be made on the Business Day falling immediately after the Maturity Date;

"Memorandum and Articles of Association"	means the memorandum and articles of association of the Issuer for the time being in force;
"MyClear"	means Malaysian Electronic Clearing Corporation Sdn Bhd, a wholly-owned subsidiary of Bank Negara Malaysia and incorporated in October 2008;
"nominal value"	means the amount stated on the face of the Global Certificate or the Definitive Certificate for the Subordinated Notes and payable in respect thereof;
"Operational Procedures for RENTAS"	means the Operational Procedures for RENTAS issued by MyClear and as modified or revised or substituted from time to time by MyClear;
"Operational Procedures for Securities Services"	means Operational Procedures for Securities Services issued by MyClear and as modified or revised or substituted from time to time by MyClear;
"Ordinary Resolution"	means (i) a resolution passed at a meeting of Subordinated Noteholders duly convened and held in accordance with the provisions contained in these presents and carried by a majority consisting of more than fifty percent (50%) of the persons present and voting thereat upon a show of hands or, if a poll is duly demanded, by a majority consisting of more than fifty percent (50%) of the votes given on such poll; or (ii) a resolution in writing signed by the Subordinated Noteholders holding more than fifty percent (50%) of the nominal value of outstanding Subordinated Notes;
"outstanding"	<p>means, in relation to the Subordinated Notes, all the Subordinated Notes issued other than:</p> <p>(a) those Subordinated Notes which have been redeemed prior to or on the Maturity Date pursuant to the Conditions or otherwise pursuant to these presents and the redemption moneys wherefore have been duly paid to the Trustee in accordance with this Trust Deed or to the</p>

Paying Agent in the manner provided in the Central Securities Depository and Paying Agency Rules;

- (b) those Subordinated Notes which have been repurchased and cancelled; and
- (c) those Subordinated Notes in respect of which claims have been prescribed and are void under Condition 9;

"Paying Agent"

means BNM and includes its successors in title and permitted assigns or, if BNM ceases to be the paying agent in accordance with the Central Securities Depository and Paying Agency Rules, such other further paying agent for the Subordinated Notes for the time being as may have been appointed as such by the Issuer with the approval of the Trustee;

"Programme Agreement"

means the agreement of even date entered into between the Issuer, the Joint Lead Arrangers, the Lead Managers and the Facility Agent setting out the terms and conditions relating to the issue of the Subordinated Notes;

"Rating Agency"

means RAM RATING SERVICES BERHAD (Company No. 763588-T) and includes any successor in such capacity;

"redemption"

in relation to the Subordinated Notes, includes repayment of nominal value and the words "redeem", "redeemable" and "redeemed" and "repay", "repayable" and "repaid" shall be construed accordingly;

"Redemption Conditions"

has the meaning ascribed to it in Clause 6.9;

"RENTAS"

means the scripless book-entries securities trading and funds transfer system known as Real Time Electronic Transfer of Funds and Securities operated by MyClear as varied, upgraded or substituted from time to time;

"RM" and "Ringgit"

means the monetary units in the lawful currency of Malaysia;

"SC"	means the Securities Commission of Malaysia;
"Securities Lodgement Form"	has the meaning ascribed to it under the Central Securities Depository and Paying Agency Rules;
"Selling Restrictions"	means the restrictions imposed by the Issuer on any offer for or actual sale, transfer or disposal of the Subordinated Notes as set out in the Second Schedule hereto;
"Special Resolution"	means (i) a resolution passed at a meeting of Subordinated Noteholders duly convened and held in accordance with the provisions contained in these presents and carried by a majority consisting of not less than seventy five percent (75%) of the persons present and voting thereat upon a show of hands or if a poll is duly demanded, by a majority consisting of not less than seventy five percent (75%) of the votes given on such poll or (ii) a resolution in writing signed by the Subordinated Noteholders holding not less than seventy five percent (75%) of the nominal value of outstanding Subordinated Notes;
"SSDS Participant"	has the meaning ascribed to it under the Central Securities Depository and Paying Agency Rules;
"Subordinated Notes Programme"	means a subordinated notes programme for a tenure of twelve (12) years from the first Issue Date for the issuance of Subordinated Notes with an aggregate nominal value of up to Ringgit One Hundred and Fifty million (RM150,000,000.00), the terms and conditions of which are set out in the Programme Agreement;
"Subordinated Noteholders"	means the several persons who are for the time being the beneficial holders of the Subordinated Notes and a "Subordinated Noteholder" means each or any of them, Provided Always That for the purposes of voting, such reference shall not include the Issuer or any interested person or related corporation of the Issuer (if applicable);

"Subordinated Notes"	means up to Ringgit One Hundred and Fifty million (RM150,000,000.00) in nominal value of Subordinated Notes (outstanding at any point in time) to be issued by the Issuer, the terms and conditions of which are set out in this Trust Deed and the Programme Agreement and a "Subordinated Note" means each or any of them and "Subordinated Notes" shall include a reference to a particular tranche as the case may be;
"tranche"	means the Subordinated Notes having the same Issue Date and the same Maturity Date;
"Trust Deed" or "these presents"	means this trust deed (including the schedules hereto), as from time to time modified in accordance with the provisions herein contained, and includes any deed or other document supplemental hereto;
"Trust Deed Guidelines"	means the Trust Deed Guidelines issued by SC (effective 12 August 2011) and includes any amendments or variation thereof;
"Trustee"	means Pacific Trustees Berhad (Company No. 317001-A), a trust corporation registered under the Trust Companies Act, 1949 and with its registered office at A-9-8, 9 th Floor, Megan Avenue 1, No. 189 Jalan Tun Razak, Off Persiaran Hampshire, 50400 Kuala Lumpur and includes any other trustee or trustees for the time being of these presents; and
"year"	means a period of three hundred and sixty five (365) days.

1.2 Construction

- (a) Unless the context otherwise requires, any reference in this Trust Deed to:
- (i) the "Issuer", the "Joint Lead Arrangers", the "Lead Managers", the "Facility Agent", the "Central Depository", the "Paying Agent" or the "Trustee" or any other person shall be construed so as to include its and any subsequent successors and assigns in accordance with their respective interests;

- (ii) an "agreement" includes a concession, contract, deed, franchise, licence, private treaty or undertaking (in each case, whether oral or written);
- (iii) "approval" shall be construed as a reference to prior approval in writing;
- (iv) the "assets" of the Issuer shall be construed as a reference to the whole or any part of its business, undertaking, property, assets, revenues and rights;
- (v) "corporations" and "related corporations" shall be construed in accordance with the Companies Act;
- (vi) a "guarantee" includes any obligation (whatever called) of any person to pay, purchase, provide funds (whether by way of the advance of money, the purchase of or subscription for shares or other securities, the purchase of assets or services, or otherwise) for the payment of, or to indemnify against the consequences of default in the payment of, or otherwise be responsible for, any indebtedness of any other person;
- (vii) "indebtedness" includes any obligation (whether present or future, actual or contingent, secured or unsecured and whether incurred as principal or surety or otherwise) for the payment or repayment of money;
- (viii) a "law" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure in any jurisdiction as reenacted, amended or extended from time to time or any present or future directive, regulation, request or requirement including any regulation, request or requirement of BNM and SC (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of persons to whom the directive, regulation, request or requirement is addressed);
- (ix) a "month" is a reference to a period starting on one (1) day in a calendar month and ending on the numerically corresponding day in the next calendar month save that, where any such period would otherwise end on a day which is not a Business Day, it shall end on the immediately preceding Business Day provided that, if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last Business Day of that month (and references to "months" and "monthly" shall be construed accordingly);
- (x) "tax" shall be construed so as to include any present or future tax, levy, impost, duty, value added tax or other charge of a similar nature

which may be imposed by the relevant authorities (including, without limitation, any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

- (xi) the “winding-up”, “dissolution” or “administration” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors;
 - (xii) “materially and adversely” shall include events that are reasonably likely to (a) materially and adversely affect the ability of the Issuer to perform or comply with its obligations under any Issue Documents; (b) prejudice the rights or benefits available to the Trustee and/or the Subordinated Noteholders in a material and adverse manner; or (c) have a material adverse effect on the business or condition (financial or otherwise), shareholders’ funds or the results of the operation of the Issuer; and
 - (xiii) “interested person” shall include the Directors, major shareholders and chief executive and shall also have the meaning ascribed to it in the Trust Deed Guidelines and if there is any consistency, the meaning as ascribed in such Trust Deed Guidelines shall prevail;
- (b) A reference in this Trust Deed to any contract or agreement shall be a reference to that contract or agreement as amended from time to time save that where a word or expression has been defined in Clause 1.1 by reference to the meaning ascribed thereto by a contract or agreement, the reference in Clause 1.1 to that contract or agreement shall be a reference to that contract or agreement as amended as at the date of this Trust Deed.
 - (c) Words and expressions denoting the singular number only shall include the plural and vice versa.
 - (d) References to any statute shall be a reference to that statute as amended or re-enacted from time to time.
 - (e) References to clauses and Schedules shall unless otherwise expressly provided be references to clauses of and the Schedules to this Trust Deed.
 - (f) Headings and the table of contents are for ease of reference only.

2. ISSUE OF SUBORDINATED NOTES

2.1 The aggregate nominal value of the Subordinated Notes at any time outstanding shall be up to Ringgit One Hundred and Fifty million (RM150,000,000.00). The Subordinated Notes shall at all times be governed by the Operational Procedures for RENTAS, Operational Procedures for Securities Services and the applicable guidelines of BNM, SC or any other relevant regulatory authorities in Malaysia or otherwise having jurisdiction over matters pertaining to the Subordinated Notes and shall be subject to the Selling Restrictions.

2.2 Subject to the Operational Procedures for RENTAS, Operational Procedures for Securities Services, each tranche of the Subordinated Notes will be represented by a Global Certificate in bearer form, which shall be deposited with the Central Depository.

2.3 Transfers of interests in the Subordinated Notes will be effected through records maintained by the Central Depository in accordance with the Depository Procedures. The Central Depository will credit the respective nominal value of the Subordinated Noteholder's beneficial interest to the account of such Subordinated Noteholder in accordance with the Depository Procedures. Transfers of such interests will be subject to compliance by the transferor and transferee with the Depository Procedures, the Central Securities Depository and Paying Agency Rules and compliance with the Selling Restrictions of the Subordinated Notes.

2.4 However, in the event that the Central Depository is in breach of its obligations under the Central Securities Depository and Paying Agency Rules or goes into voluntary liquidation otherwise than for the purpose of reconstruction or amalgamation or an order of Court is made for the whole or any material part of its assets or shall enter into any composition or arrangement with its creditors other than in the ordinary course of business or shall have a receiver appointed over the whole or any material part of its assets or in the opinion of the Trustee is unable to perform its obligations thereunder, the Issuer shall, subject to the prior written approval of the Trustee and the terms of the Central Securities Depository and Paying Agency Rules, be entitled to terminate the appointment of the Central Depository and to appoint another central depository in its place. Notwithstanding the aforesaid, the replacement of the Central Depository shall not take effect until the appointment of the new depository. Notice of such appointment or termination shall be given to the Subordinated Noteholders in accordance with Condition 13 within thirty (30) days of any such appointment or termination. Upon approval being granted by the Trustee, such termination or appointment shall be effective by giving to the Trustee and to the Central Depository at least sixty (60) days' written notice to that effect, provided always that no such notice relating to the termination of the appointment of the Central Depository shall take effect if, upon the expiry of the notice period, there shall cease to be a central depository having a specified office in Kuala Lumpur. The termination of the appointment of the Central Depository hereunder shall not take effect (i) until notice as mentioned in this Clause shall have been given to the Subordinated Noteholders in accordance with Condition 13 and (ii) within the period commencing forty five (45) days immediately preceding any date on which any

payment in respect of the Subordinated Notes is due to be made and ending fifteen (15) days after such date.

2.5 Each Subordinated Note shall be valid from and including the Issue Date until the Maturity Date (or, if not fully redeemed by the Maturity Date, until full redemption thereof) or until fully redeemed on the Call Date or until repurchased and cancelled in accordance with the provisions hereunder.

2.6 The Subordinated Notes are to be prescribed under, and all payment transactions in respect of the Subordinated Notes shall be made through RENTAS.

2.7 The Subordinated Notes shall be issued in denominations of Ringgit One Thousand (RM1,000.00) in nominal value (or in such other denomination as determined by BNM) and in multiples thereof at the time of issuance. The Subordinated Notes shall be transferable in accordance with Condition 3. Where Definitive Certificates are issued, the Subordinated Notes shall be transferable by instrument of transfer in any usual or common form or such other form as may be approved by the Directors of the Issuer.

2.8 The Issuer shall comply with the provisions of the Conditions and the Subordinated Notes shall be held subject in all respects to the Conditions, which shall be deemed to be incorporated herein and shall be binding on the Issuer and the Subordinated Noteholders and all persons claiming through, or under them, respectively.

2.9 Where part only of a holding of a tranche of the Subordinated Notes has been redeemed, the Issuer will replace the existing Global Certificate for that tranche deposited with the Central Depository with a new Global Certificate for the balance of the tranche of the Subordinated Notes remaining outstanding. However, where Definitive Certificates are issued, the Issuer shall issue to the Subordinated Noteholder concerned a replacement Definitive Certificate for the balance of the Subordinated Notes retained by the relevant Subordinated Noteholder.

2.10 The Issuer may use facsimile signatures of any person or persons who are Authorised Signatories or Directors or the company secretary of the Issuer on the date hereof on the Certificates notwithstanding that at the time of issue of any Certificates such person may have ceased for any reason to hold such office and the Certificates so executed shall be valid and binding obligations of the Issuer.

2.11 (a) If any Certificate is worn out or defaced, then upon production thereof to the Issuer, the Issuer may require the same to be cancelled and may issue a new Certificate in lieu thereof. For every new Certificate so issued there shall be paid to the Issuer the amount of all taxes and duties and out of pocket expenses payable on or in connection with the issue thereof together with a further fee not exceeding such maximum sum as may be prescribed, from time to time, by any applicable law or regulation or relevant authorities as the Issuer may determine.

- (b) Subject to the provisions of the Companies Act, if any Certificate is lost or destroyed or stolen then upon proof thereof to the satisfaction of the Issuer and on such indemnity as the Issuer deems adequate being given, and on the payment of the amount of all taxes and duties and out of pocket expenses payable on or in connection with the issue thereof together with a further fee not exceeding such maximum sum as may be prescribed, from time to time, by any applicable law or regulation or relevant authorities as the Issuer may determine, a new Certificate shall be issued in replacement of such lost or destroyed or stolen Certificate.

2.12 If the Trustee shall in its opinion consider that the Central Depository is unable to perform its obligations as authorised depository, or fails to properly record transfers of beneficial interests in the Subordinated Notes or if the Trustee and the Issuer shall agree that the Global Certificate for each tranche of the Subordinated Notes be cancelled and replaced with Definitive Certificates or if directed by a Special Resolution citing such other event specified in the Operational Procedures for RENTAS, Operational Procedures for Securities Services which compels the issuance of Definitive Certificates, the Issuer shall upon receipt of written notice from the Trustee or passing of the said Special Resolution, as the case may be, and as soon as reasonably practicable, issue Definitive Certificates in respect of the Subordinated Notes, subject to BNM and other applicable regulatory approvals.

3. ISSUER'S COVENANT TO PAY

3.1 The Issuer hereby covenants with the Trustee that unless previously redeemed or repurchased and cancelled, or otherwise satisfied by the Issuer, the Subordinated Notes will be redeemed in full at their respective nominal value by the Issuer on the corresponding Maturity Date or any other date on which the Subordinated Notes are due and payable.

3.2 Every payment by the Issuer to the Subordinated Noteholders in respect of amounts represented by the Subordinated Notes held by them, shall be a satisfaction, pro tanto, of the covenant by the Issuer contained in this Clause.

4. PAYMENT AND PAYING AGENT

4.1 Pursuant to the execution of the Securities Lodgement Form, the Issuer has appointed or will appoint BNM as the Paying Agent. In acting under the Central Securities Depository and Paying Agency Rules and in connection with the Subordinated Notes, the Paying Agent will, subject to Clause 10.5(a)(i), act solely as the agent of the Issuer and not on behalf of the Subordinated Noteholders. The Subordinated Noteholders are bound by, and are deemed to have notice of, all the provisions in the Central Securities Depository and Paying Agency Rules applicable to them or insofar as they affect the rights, interests or obligations of the Subordinated Noteholders.

4.2 All payments in respect of the Global Certificate will be made through RENTAS by the Paying Agent subject to applicable laws and regulations in respect thereof.

4.3 All payments in respect of the Global Certificates will be made in Ringgit and in accordance with the Depository Procedures or in such manner as the Paying Agent and the ADI/SSDS Participant may agree.

4.4 The Paying Agent may be replaced at any time in accordance with the Central Securities Depository and Paying Agency Rules, and subject to the compliance with any law, regulation, guideline and/or rule in relation to scripless trading of the Subordinated Notes. Notice of any such replacement and of any change in the specified office of the Paying Agent will be given to the Trustee by the Issuer in accordance with this Trust Deed.

4.5 Save and except for any withholding tax which may be required by law which shall be deducted from any payment made under the Subordinated Notes or this Trust Deed, all payments made under the Subordinated Notes or this Trust Deed shall be made free and clear of any present and future taxes, value-added taxes, service tax, goods-and-services tax, withholdings, stamp duties, levies, deductions and charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of or within Malaysia or by any authority therein or thereof having such power to tax. For the avoidance of doubt, following such deduction or withholding as set out in this Clause 4.5, the Issuer shall not be required to pay such additional amounts as are necessary to cause the Subordinated Noteholders to receive a full amount equal to the amount which would have been received by them had no such withholding or deduction been made.

5. COUPON

5.1 The Issuer hereby covenants that from (and including) the Issue Date up to the Maturity Date or unless previously cancelled or otherwise satisfied by the Issuer, it will pay to the Subordinated Noteholders coupon on each Subordinated Notes at the rate which will be determined prior to the Issue Date and which rate shall be as reflected on the Global Certificate in respect of any such tranche of Subordinated Notes and such rate shall be applicable throughout the tenure of each tranche of the Subordinated Notes.

5.2 The first coupon payment shall be made on the date falling three (3) or six (6) months after the Issue Date (at the option of the Issuer, prior to issuance of a tranche of Subordinated Notes). The first coupon payment shall be calculated for the period commencing from the Issue Date up to the aforesaid date of first coupon payment (inclusive of the date of commencement, but excluding the date of expiry). Thereafter, coupon calculated for each subsequent three (3) or six (6) months' period (inclusive of the date of commencement, but excluding the date of expiry) shall be payable quarterly or semi-annually in arrears, as the case may be.

5.3 Subject always to Clause 5.2 above, the last payment of coupon shall be made on the Maturity Date calculated for the period commencing from (and including) the previous Coupon Payment Date up to (but excluding) the Maturity Date, or, in the event that such Subordinated Note shall have been redeemed, or repurchased and cancelled or otherwise satisfied by the Issuer, as the case may be, prior to the Maturity Date, up to (but excluding) the date of redemption, or repurchase and cancellation or satisfaction, as the case may be, of such Subordinated Note.

5.4 The coupon will be calculated on the basis of the actual number of days in the relevant period divided by three hundred and sixty five (365) and in any event, in accordance with the Operational Procedures for Securities Services.

5.5 Every payment by the Issuer to the Subordinated Noteholders in respect of the coupon shall be in satisfaction pro tanto of the covenant by the Issuer contained in this Clause and the obligations and liabilities of the Issuer with regard to that coupon payment.

5.6 In the event any monies remaining unpaid by the Issuer or any payment not made when due to the Trustee (for and on behalf of the Subordinated Noteholders) or the Subordinated Noteholders on or after any date upon which the same are due, the Issuer shall pay late and default payment interest at the prevailing base lending rate of Hong Leong Bank Berhad (Company No.: 97141-X) on the amount outstanding and unpaid (whether before or after any court order or judgment) for the period commencing on (and including) the date on which such monies are due and ending on (and excluding) the date payment is received by the Trustee (for and on behalf of the Subordinated Noteholders), Subordinated Noteholders or the Paying Agent in the event that the Paying Agent acts as agent for the Trustee pursuant to Clause 10.5(a)(i). Interest/coupon payable under this Clause shall accrue daily and be calculated based on the actual number of days in default and a year of three hundred and sixty five (365) days and shall be immediately due and payable by the Issuer upon demand or at the end of each such interest/coupon period, whichever is the earlier. So long as any monies remain unpaid, interest/coupon shall continue to be calculated on the same basis. Interest/coupon payable under this Clause shall be calculated by the Facility Agent at the relevant time and, in the absence of manifest error, the amount calculated by such Facility Agent shall be binding on the Issuer and the Subordinated Noteholders.

6. PURCHASE, CANCELLATION AND REDEMPTION

Purchase in Open Market

6.1 The Issuer, any of its subsidiaries, any of the Issuer's agents or related corporations may at any time buyback, subject to prior approval of BNM, any tranche of the Subordinated Notes at any price in the open market or by private treaty. If buyback are made by tender, such tender must (subject to any applicable rules and regulations) be made available to all holders of the relevant tranche equally.

Cancellation

6.2 All Subordinated Notes purchased by the Issuer, its agents or its subsidiaries shall be cancelled. All Subordinated Notes purchased by other related corporations of the Issuer (other than its subsidiaries) or any interested person of the Issuer, need not be cancelled but they will not entitle such related corporations or interested person of the Issuer to vote under the terms of the Subordinated Notes subject to any exceptions in the Trust Deeds Guidelines. For the avoidance of doubt, all Subordinated Notes held by related corporations and the interested person of the Issuer shall not be counted for the purposes of voting subject to any exceptions in the Trust Deeds Guidelines. All Subordinated Notes purchased and cancelled shall not be available for reissuance by the Issuer.

Pursuant to such cancellation, the Issuer shall confirm in writing to the Trustee that: (a) the amounts paid in respect of such Subordinated Notes as have been redeemed, paid and cancelled; (b) the aggregate nominal amount and certificate numbers of those Subordinated Notes as have been redeemed, paid and cancelled; and (c) that such Subordinated Notes has/have been cancelled, as soon as reasonably possible (and in any event within one (1) month) after the end of each calendar quarter during which any such redemption, purchase and surrender for cancellation, payment or replacement (as the case may be) takes place.

6.3 Where Definitive Certificates are issued, the Subordinated Noteholders shall be bound, against payment by the Issuer of the appropriate redemption moneys, to deliver to the Issuer the Definitive Certificates at such time and place as may be notified to them. The Issuer shall be entitled in the case of any redemption in full, to cancel the Definitive Certificates of the Subordinated Noteholders concerned.

Redemption on Maturity Date

6.4 Unless previously redeemed or purchased and cancelled in accordance with this Trust Deed, each Subordinated Note shall be redeemed on the Maturity Date at its nominal value together with accrued interest/coupon (if any). The redemption amount is an amount equal to the full nominal value of the Subordinated Notes together with accrued but unpaid interest/coupon (if any) relating to the then current interest/coupon period (if any) up to (and excluding) the date on which the Subordinated Notes are redeemed.

Call Option

6.5 For each tranche of the Subordinated Notes, at the option of the Issuer but subject always to the Redemption Conditions set out in Clause 6.9 being satisfied, the Issuer shall be entitled, by giving thirty (30) days' irrevocable notice to the Trustee (for and on behalf of the relevant Subordinated Noteholders) in accordance with Clause 30 hereof, to redeem any tranche of the Subordinated Notes in whole and not

in part on the relevant Call Date of that tranche at the nominal value of the Subordinated Notes of that tranche together with all accrued but unpaid interest/coupon (if any) relating to the then current interest/coupon period up to (and excluding) the date on which the Subordinated Notes are redeemed. Upon an exercise of the Call Option under this Clause, the relevant tranche of the Subordinated Notes shall become due and payable on the Call Date. The Issuer's exercise of the Call Option of any tranche of the Subordinated Notes does not trigger the redemption of the other tranche(s) of Subordinated Notes.

Regulatory Redemption

6.6 At the option of the Issuer but subject always to the applicable Redemption Conditions set out on Clause 6.9 being satisfied, the Issuer shall be entitled, by giving fourteen (14) days' irrevocable notice to the Trustee in accordance with Clause 30 hereof, to redeem in whole and not in part all of the Subordinated Notes if a Regulatory Event (as defined below) occurs, together with all accrued but unpaid interest/coupon (if any) relating to the then current interest/coupon period up to (and excluding) the date on which the Subordinated Notes are redeemed. For the purposes of this Clause 6.6, "Regulatory Event" means, if the Subordinated Notes no longer qualify as Tier 2 capital of the Issuer for the purposes of BNM's capital adequacy requirements under any regulations applicable to the Issuer or at any time there is more than an insubstantial risk that the Subordinated Notes will no longer qualify as such.

M&A Option

6.7 At the option of the Issuer but subject always to the applicable Redemption Conditions set out on Clause 6.9 being satisfied, the Issuer shall be entitled, by giving fourteen (14) days' irrevocable notice to the Trustee in accordance with Clause 30 hereof, to redeem in whole and not in part all of the Subordinated Notes if a M&A Event (as defined below) occurs, together with all accrued but unpaid interest/coupon (if any) relating to the then current interest/coupon period up to (and excluding) the date on which the Subordinated Notes are redeemed. For the purposes of this Clause 6.7, "M&A Event" means, an event whereby the Issuer is acquired or all of its business(es) is or are disposed of pursuant to a merger or acquisition exercise or if there is a change of the single largest shareholder of either the Issuer or its holding company.

Tax Redemption Option

6.8 At the option of the Issuer but subject always to the applicable Redemption Conditions set out on Clause 6.9 being satisfied, the Issuer shall be entitled, by giving fourteen (14) days' irrevocable notice to the Trustee in accordance with Clause 30 hereof, to redeem in whole and not in part all of the Subordinated Notes if a Tax Event (as defined below) occurs, together with all accrued but unpaid interest/coupon (if any) relating to the then current interest/coupon period up to (and excluding) the date on which the Subordinated Notes are redeemed. For the purposes of this Clause 6.8, "Tax Event" means, if there is more than an insubstantial risk that the Issuer will

be required to pay any additional amounts or will no longer be able to deduct interest in respect of the relevant Subordinated Notes for taxation purposes as a result of a change in any applicable law or regulation which comes into effect on or after the issue dates of the relevant Subordinated Notes and the Issuer cannot, by taking reasonable measures available to it, avoid the payment of any additional amounts or deduct interest in respect of the relevant Subordinated Notes.

Redemption Conditions

6.9 For the purposes of Clause 6.5, Clause 6.6, Clause 6.7 and Clause 6.8, all the following redemption conditions ("Redemption Conditions") are required to be satisfied:

- (a) the Issuer is solvent at the time of any redemption of that tranche of Subordinated Notes and immediately thereafter;
- (b) the Issuer has obtained the written approval of BNM prior to redemption of that tranche of Subordinated Notes; and
- (c) the Issuer's capital adequacy ratio is not in breach of the BNM's supervisory and/or minimum target level applicable to the Issuer.

7. STATUS

Subordination

7.1 The Subordinated Notes will constitute direct and unsecured obligations of the Issuer and subordinated in right and priority of payment, to the extent and in the manner provided in the Subordinated Notes, ranking *pari passu* among themselves.

The Subordinated Notes will, in the event of a winding up or liquidation of the Issuer, be subordinated in right of payment to all other liabilities of the Issuer, except in each case to those liabilities which by their terms rank equally in right of payment with or are subordinate to the Subordinated Notes.

Waiver of Set-Off

7.2 All amounts payable by the Issuer in respect of the Subordinated Notes are not subject to any counterclaim or set-off against any amounts payable by the Subordinated Noteholders to the Issuer. The Issuer and each Subordinated Noteholder, by virtue of being the holder of any Subordinated Notes, shall be deemed to have waived all such rights of set-off.

Listing

7.3 The Subordinated Notes will not be listed on Bursa Malaysia Securities Berhad or on any other stock exchange.

Further Issuances

7.4 It is hereby acknowledged that the Issuer may from time to time raise additional subordinated notes, which may contain greater rights for the holders thereof including acceleration rights provided that such subordinated notes ranks pari-passu in right and priority of payment with or is subordinated to the Subordinated Notes in the case of any distribution of assets in any winding up of the Issuer.

8. COVENANTS BY THE ISSUER

8.1 The Issuer hereby covenants with the Trustee that, so long as any of the Subordinated Notes shall remain outstanding, it shall:

- (a) at all times perform and carry out all its obligations under all the Issue Documents and promptly comply with the provisions and terms and conditions of the Issue Documents and the Conditions (including but not limited to redeeming the Subordinated Notes in full on the relevant Maturity Date(s) or any other date on which the Subordinated Notes are due and payable in accordance with the terms and conditions of the Issue Documents) and ensure that it shall immediately notify the Trustee in the event that it is unable to fulfil or comply with any of the provisions of the Issue Documents;
- (b) promptly give to the Trustee from time to time such information as the Trustee may reasonably require in order to discharge its duties and obligations as trustee under this Trust Deed and the other Issue Documents relating to the Issuer's affairs to the extent permitted by law;
- (c) at all times maintain a Paying Agent who is based in Malaysia;
- (d) procure that the Paying Agent shall notify the Trustee, through the Facility Agent, forthwith in the event that the Paying Agent does not, on the due date for payment of the Subordinated Notes, receive from the Issuer in the manner provided in this Trust Deed and the Conditions the full amount of the moneys payable on such due date on all such Subordinated Notes;
- (e) immediately notify the Trustee in the event that the Issuer becomes aware of:
 - (i) any substantial change in the nature of the business of the Issuer;
 - (ii) any change in the utilisation of proceeds from the Subordinated Notes as set out in the Information Memorandum, the submission to SC or

any of the Issue Documents, which sets out the specific purpose for which the proceeds are to be utilised;

- (iii) any other circumstances or matter whether or not occurred that may materially prejudice (a) the interest of the Subordinated Noteholders or the Issuer; or (b) the ability of the Issuer to perform its obligations under the Subordinated Notes, the Conditions or the Issue Documents or any security included in or created by the Notes or this Trust Deed;
 - (iv) any change in the withholding tax position or taxing jurisdiction of the Issuer;
 - (v) (i) the occurrence of any Event of Default; or (ii) such other right or remedy (if any) under the terms, provisions and covenants of the Subordinated Notes and the Issue Documents, which have become immediately enforceable, forthwith upon becoming aware thereof, and the Issuer shall take reasonable steps and/or such other steps as may reasonably be requested by the Trustee to remedy and/or mitigate the effect of the Event of Default;
 - (vi) the happening of any event that has caused or could cause one or more of the following: (a) any amount payable under the Subordinated Notes become immediately payable; (b) the Subordinated Notes become immediately enforceable; or (c) any other rights or remedies under the terms and conditions of the Subordinated Notes or the Trust Deed to become immediately enforceable;
- (f) at all times maintain its corporate legal existence and exercise reasonable diligence in carrying on and conduct of its business and affairs in a proper and efficient manner and in accordance with sound financial and commercial standards and practices and ensure amongst others, that all necessary approvals and relevant licences required for it to carry on its business are obtained and maintained;
- (g) ensure that the terms in this Trust Deed do not contain any matter which is inconsistent with the provisions of an information memorandum relating to the Subordinated Notes.
- (h) furnish to the Trustee:
- (i) as soon as they become available (and in any event within one hundred and eighty (180) days after the end of each of its financial year) copies of its audited financial statements for that period;
 - (ii) as soon as they become available (and in any event within one hundred and twenty (120) days after the end of each half of its financial year) copies of the Issuer's unaudited interim financial statements for that

half year (including consolidated balance sheet and profit and loss account of the Issuer); and

- (iii) a copy of any other accounts, report, notice, statement or circular issued by the Issuer to its shareholders generally.
- (i) at all times prepare and keep proper books and accounts on a basis consistently applied in accordance with the laws of Malaysia and accounting principles and practices generally accepted in Malaysia and in accordance with all procedures required by the laws to which it is subject, and provide the Trustee and any person appointed by it (e.g. auditors) access to such books and accounts to the extent permitted by law;
- (j) provide, to the extent permitted by all applicable laws, all relevant information on a continuous basis to the Rating Agency in accordance with the format and frequency as agreed with the Rating Agency so that timely dissemination of relevant information and rating analysis can be made available to the Subordinated Noteholders;
- (k) within one hundred and eighty (180) days after the end of each of the Issuer's financial year, provide the Trustee, a certificate, in or substantially in the form as set out in the Fourth Schedule hereto, signed by one (1) Authorised Signatory on behalf of the Issuer relating to the annual period prior to the relevant date, which shall certify:
 - (i) whether or not the Issuer has complied with its obligations under the Trust Deed, the terms and conditions of the Issue Documents and the Subordinated Notes; and
 - (ii) whether or not there exist and whether at any time existed, from the date of issue of the Subordinated Notes (or the date of the previous certificate, as the case may be) any Event of Default; and if such is not the case, the certificate should specify the same; and
- (l) only enter into a transaction, whether directly or indirectly with interested persons subject to:
 - (i) such transaction shall be on terms that are no less favourable to the Issuer than those which could have been obtained in a comparable transaction from persons who are not interested persons; and
 - (ii) with respect to transactions involving an aggregate payment or value equal to or greater than RM20 million in any calendar year, the Issuer obtains certification from an independent adviser that the transaction is carried out on fair and reasonable terms; provided

that the Issuer certifies to the Trustee that the transaction complies with paragraph (i), that the Issuer has received the certification referred to in paragraph (ii) (where applicable) and that the transaction has been approved by the majority of the board of directors or shareholders in a general meeting as the case may require.

8.2 In respect of the accounts, reports, notices, statements or circulars stated in Clause 8.1(h) above, it is hereby agreed that the Trustee may, at its discretion, circulate such accounts, reports, notices, statements or circulars to the Subordinated Noteholders who are persons falling within Schedule 6 or Section 229(1)(b) or Schedule 7 or Section 230(1)(b) of the CMSA, as well as the Rating Agency. The Trustee shall provide necessary information to the Rating Agency (and the Issuer and the Subordinated Noteholders hereby authorise the Trustee to do the same) upon the Trustee's reasonable inquiry over occurrence of the following material events in respect of the Subordinated Notes: (a) a declaration of an Event of Default by the Trustee in accordance with the provisions of this Trust Deed; and (b) a material breach of this Trust Deed which has been communicated by the Trustee to the Subordinated Noteholders, unless such breach would be or have been remedied by the Issuer to the satisfaction of the Trustee.

8.3 The Issuer shall open and maintain, throughout the tenure of the Subordinated Notes Programme, an account to be named the "PTB-Pacific & Orient Insurance Co. Bhd - Trustee's Reimbursement Account" (the "Account") with a bank which is acceptable to the Trustee with a sum of Ringgit Thirty Thousand (RM30,000.00), which amount is to be obtained from the proceeds of the first issuance of the Subordinated Notes. The Account shall be operated solely by the Trustee and the money shall be used strictly by the Trustee in carrying out its duties in relation to the occurrence of an Event of Default or enforcement events in the manner as provided in this Trust Deed. The moneys in the Account may be invested in bank deposit or instrument or securities in the manner as provided in this Trust Deed, with profit from the investment to be accrue to the Issuer. The moneys in the Account shall be returned to the Issuer upon full redemption of the Subordinated Notes Programme in the event there is no declaration of Event of Default.

9. EVENTS OF DEFAULT

9.1 If

- (a) the Issuer defaults in payment of any principal or interest/coupon or any other amount under a tranche of Subordinated Notes when due and payable and such default continues for a period of seven (7) days after the Issuer became aware or having been notified by the Trustee of the default; or
- (b) a court or an agency or regulatory authority in Malaysia having jurisdiction in respect of the same shall have instituted any proceeding or entered a decree or order for the appointment of a receiver or liquidator in any insolvency,

rehabilitation, readjustment of debt, marshalling of assets and liabilities, or similar arrangements involving the Issuer or all or substantially all of its property, or for the winding-up of or liquidation of its affairs and such proceeding, decree or order shall not have been vacated or shall have remained in force, undischarged or unstayed for a period of sixty (60) days; or the Issuer shall file a petition to take advantage of any insolvency statute,

then, the Trustee:

- (i) may, at the Trustee's discretion (subject to its right under these presents to be fully indemnified); or
- (ii) shall, (subject to its right under these presents to be fully indemnified to its satisfaction) if so directed by a Special Resolution of the Subordinated Noteholders,
- (aa) in respect of the Event of Default as set out in Clause 9.1(a) above, institute proceedings to enforce the payment obligations of the Issuer under the Subordinated Notes and may institute proceedings for the winding-up of the Issuer, provided that neither the Trustee nor any of the Subordinated Noteholders shall have the right to accelerate payment of the entire outstanding nominal amount of the Subordinated Notes in the case of default under Clause 9.1(a) above;
- (bb) in respect of the Event of Default as set out in Clause 9.1 (b) above, declare (by giving written notice to the Issuer) that the entire outstanding nominal amount of the Subordinated Notes together with all other sums payable under the Subordinated Notes shall immediately become due and payable.

10. REMEDY FOR DEFAULT

10.1 At any time after the Subordinated Notes shall have become due and immediately repayable under the provisions of Clause 9.1 hereof, the Trustee, subject to Clause 10.3 hereof, shall enforce all payment obligations under the Subordinated Notes only by way of petitioning for the winding-up or dissolution of the Issuer and/or by proving for the amount due and payable under the Subordinated Notes in the liquidation or administration of the Issuer.

For the avoidance of doubt:

- (a) in the event that the Subordinated Notes are not redeemed (i) on or prior to the Maturity Date; or (ii) when the same are due and payable; the Subordinated Notes shall only be repaid pursuant to the winding-up or the liquidation of the Issuer and the claims of the Subordinated Noteholders herein shall in the winding up or the liquidation of the Issuer be subordinated in right of payment to all other liabilities of the Issuer, except in each case to those liabilities

which by their terms rank equally in right of payment with or are subordinate to the Subordinated Notes; and

- (b) in the event the Issuer defaults in the performance or observance of any covenant, condition or provision contained in the Subordinated Notes or the Trust Deed or any of the Issue Documents (save for failure to pay any amount of principal, interest/coupon or expenses or in respect of any other payment obligation), (i) the Trustee or any Subordinated Noteholder shall not be entitled to any remedy available to the Trustee or any Subordinated Noteholder which in substance amounts to a remedy to recover any amounts under any payment obligation of the Issuer under the Subordinated Notes, and (ii) any other remedy available (including damages) shall be subject to the subordination provided in Clause 7.1 hereof.

10.2 Where the Trustee takes winding-up proceedings against the Issuer to enforce the rights of the Subordinated Noteholders against the Issuer in accordance with Clause 10.1 above, proof therein that as regards any specific Subordinated Noteholder the Issuer has made default in paying on the due date any moneys payable in respect of the Subordinated Notes held by that Subordinated Noteholder or any part thereof shall (unless the contrary be proved) be sufficient evidence that the Issuer has made similar default as regards all the other Subordinated Noteholders in respect of whose Subordinated Notes moneys are payable.

10.3 The Trustee shall not be bound to take any step to enforce the rights of the Subordinated Noteholders against the Issuer in accordance with Clause 10.1 above unless directed to do so by a Special Resolution and unless it has been fully indemnified to its satisfaction against all actions, proceedings, claims and demands to which it may thereby render itself liable and all costs, charges, damages and expenses which it may incur by so doing.

10.4 Only the Trustee may pursue the rights and remedies available under Clause 10.1 above to enforce the rights of the Subordinated Noteholders against the Issuer and no Subordinated Noteholder shall be entitled to pursue such remedies against the Issuer unless the Trustee, having become bound to do so in accordance with the terms of this Trust Deed, fails to do so after the expiry of fourteen (14) days from the date of the Trustee having become bound to do so.

10.5 At any time after a declaration pursuant to Clause 9.1 or after the Subordinated Notes shall have become due and repayable pursuant to this Trust Deed and the Conditions or at any time with the written consent of the Issuer (which consent shall not be unreasonably withheld or delayed), the Trustee may:

- (a) by notice in writing to the Issuer, the Facility Agent, the Central Depository and/or the Paying Agent, require the Central Depository and/or Paying Agent pursuant to the Central Securities Depository and Paying Agency Rules:
 - (i) to act thereafter as the Paying Agent of the Trustee in relation to payments to be made by or on behalf of the Trustee under the

provisions of this Trust Deed mutatis mutandis on the terms provided in the Central Securities Depository and Paying Agency Rules and thereafter to hold all Subordinated Notes and all sums, documents and records held by them in respect of the Subordinated Notes on behalf of the Trustee; and/or

- (ii) to deliver up all Subordinated Notes and all sums, documents and records held by it in respect of the Subordinated Notes to the Trustee or as the Trustee shall direct in such notice, provided that such notice shall be deemed not to apply to any documents or records which the Central Depository is obliged not to release by any law or regulation;
- (b) by notice in writing to the Issuer, require it to make all subsequent payments in respect of the Subordinated Notes to the Trustee or to the order of the Trustee (and not to the Paying Agent) and with effect from the issue of any such notice to the Issuer and until such notice is withdrawn, the provisions of sub-Clause (a)(i) above shall cease to have effect.

11. APPLICATION OF MONEYS RECEIVED IN RESPECT OF THE SUBORDINATED NOTES

11.1 The Trustee shall apply all moneys received under these presents and the Issue Documents consequent upon the Subordinated Notes becoming repayable for the purposes and in the following order, despite any appropriation of all or part of them by the Issuer:

- (a) in paying or providing for the payment or satisfaction of the costs, charges, expenses and liabilities reasonably incurred by it in or about the execution of the trusts of these presents and enforcement under the Issue Documents including legal fees (on a solicitor-client basis) and all remuneration accrued and payable to the Trustee or any other agents as herein provided; and
- (b) the residue of such moneys in the following priorities:
 - (i) in or towards payment to the Subordinated Noteholders rateably of all accrued interest/coupon, due in respect of the Subordinated Notes held by them respectively;
 - (ii) in or towards payment to the Subordinated Noteholders rateably of all nominal value due in respect of the Subordinated Notes held by them respectively; and
 - (iii) the surplus (if any) of such moneys to the Issuer or its assigns.

11.2 Any payment to the Subordinated Noteholders under this Clause shall be made *pari passu* in proportion to the amounts owing to them in respect of the nominal value of the Subordinated Notes held by them.

**12. POWER TO WITHHOLD PAYMENT UNTIL SUFFICIENT TO PAY
TEN PER CENT (10%)**

12.1 If the amount of the moneys at any time applicable under Clause 11 hereof shall be less than ten percent (10%) of the nominal value of the Subordinated Notes then issued and remaining outstanding, the Trustee may at its discretion invest such moneys in one or more of the investments authorised by Malaysian law, with power from time to time at the like discretion to vary such investments and such investments with the resulting income therefrom may be accumulated until the accumulations together with any other funds for the time being under the control of the Trustee and applicable for the purpose herein shall amount to a sum sufficient to pay at least ten percent (10%) of the nominal value of the Subordinated Notes then issued and remaining outstanding then such accumulations and funds shall be applied in the manner aforesaid Provided Always that on no occasion shall the Trustee retain pursuant to this Clause any sums of moneys or investments exceeding the amounts stated above for a period exceeding thirty (30) days.

13. DISTRIBUTION BY TRUSTEE

13.1 The Trustee shall as soon as practicable after the recovery of any money pursuant to Clause 10 hereof give not less than seven (7) days' notice to the Subordinated Noteholders of the day and place fixed for any payment to the Subordinated Noteholders under any of Clauses 11 and 12.

**14. PAYMENT TO SUBORDINATED NOTEHOLDER A DISCHARGE TO
TRUSTEE**

14.1 The payment by cheque (or such other manner as is acceptable to the Trustee) to the Subordinated Noteholder of any moneys payable by the Trustee to him or them in respect of his or their Subordinated Notes shall upon clearance of the said cheque be a good discharge to the Trustee.

15. DEPOSIT OF UNCLAIMED REDEMPTION MONEYS

15.1 In the event any of the Subordinated Noteholders which the Issuer has paid fails to claim or accept the redemption moneys due to him within six (6) months after the due date for redemption of such Subordinated Notes, the Issuer shall at the request of the Trustee or otherwise be at liberty to deposit with a licensed bank in the name of the Trustee or pay to the Trustee an amount equal to the amount due to such Subordinated Noteholder and upon such deposit or payment being made, the Subordinated Notes shall be deemed to have been duly paid. After provision for payment of such Subordinated Notes is made by such deposit or payment of the funds hereunder, the Trustee shall not be responsible for the safe custody of such moneys or for the interest thereon except such interest (if any) as the said moneys may earn

whilst on deposit less any costs, charges or expenses incurred or levied by the Trustee in relation thereto.

16. FORFEITURE OF UNCLAIMED MONEYS

16.1 Any money deposited or paid in accordance with Clause 15 hereof and any interest not claimed after the date upon which such moneys shall have become due and payable shall be paid to the Consolidated Trust Account in accordance with the provisions of the Unclaimed Moneys Act, 1965 (Revised, 1989).

17. REMUNERATION OF TRUSTEE

17.1 In respect of the Subordinated Notes, the Issuer shall pay to the Trustee the remuneration for its services as trustee an annual fee as stated in the letter from the Trustee to the Issuer dated 11 May 2012. The annual fee for the first year shall be payable by the Issuer after receiving an invoice from the Trustee upon the issuance of the first Subordinated Notes and on every subsequent years **PROVIDED** that when the Trustee retires or ceases to be the Trustee for any reason whatsoever any remuneration that may have been received prior thereto by the Trustee in excess of what the Trustee is entitled to under the provisions of this sub-Clause on a proportionate basis shall be refunded by the Trustee to the Issuer within thirty (30) days after such retirement or cessation.

17.2 In the event of the Trustee being required or deeming it necessary, in the performance of its duties as the Trustee, to undertake any extraordinary services or otherwise outside the scope of the normal duties of the Trustee under this Trust Deed (in particular following the occurrence of an Event of Default and for the avoidance of doubt, such extraordinary services shall include but not limited to arranging, calling or holding of Subordinated Noteholders' meetings and facilitating or explaining the effect of any proposal that the Issuer submits to the Subordinated Noteholders) and/or ordinary services after the Maturity Date it shall be entitled to additional charge therefor either on a time cost basis or on such other basis as may be agreed between the Issuer and the Trustee (such consent not to be unreasonably withheld or delayed).

17.3 In addition to remuneration hereunder the Issuer shall, on written request from the Trustee, pay all other reasonable costs (including legal cost on a "solicitor-client" basis), charges and expenses including reasonable travelling expenses which the Trustee may properly and reasonably incur in relation to the preparation and execution of these presents and the exercise of the powers or the execution of the trusts vested in it by or pursuant to these presents.

17.4 Without prejudice to the right of the indemnity given by law to the Trustee, the Issuer shall indemnify the Trustee to its satisfaction in full (save for the gross negligence or fraud, breach of trust or wilful default of the Trustee):

- (a) in respect of all liabilities and reasonable expenses properly and reasonably incurred by it or by any person appointed by it to whom any trust, power, authority or discretion may be delegated by it in the execution or purported execution of the trusts, powers, authorities or discretion vested in it by these presents; and
- (b) against all liabilities, actions, proceedings, costs (including legal costs on "solicitor-client" basis), claims and demands properly and reasonably incurred in respect of any matter or thing done or omitted in any way relating to these presents **PROVIDED ALWAYS:**
 - (i) the Trustee shall not compromise any claims without the approval of the Issuer, save and except for those actions or proceedings which are instituted by or against the Issuer; and
 - (ii) in respect of any action, proceedings claims or demands brought or asserted against the Trustee in respect of which indemnity is sought from the Issuer, the Issuer shall have the option to appoint such legal advisers in consultation with the Trustee to defend such actions, proceedings, claims or demands.

18. POWERS OF TRUSTEE

18.1 The Trustee shall have all the powers conferred on trustees by the Trustees Act 1949 of Malaysia, Section 78 of the Companies Act and the CMSA and by general law and by way of supplement thereto it is expressly declared as follows:

- (a) the Trustee may in relation to these presents act on the opinion or advice of or information obtained from any lawyer, valuer, surveyor, broker, banker, auctioneer, accountant or other expert, whether obtained by the Trustee, the Issuer or otherwise, without being responsible for any loss occasioned by so acting, and any such opinion advice or information may be sent or obtained by letter, telex, facsimile transmission, telegram or cablegram and the Trustee shall not be liable for acting on any opinion, advice or information, purporting to be so conveyed although the same shall contain some error or shall not be authentic;
- (b) save as is expressly provided otherwise in this Trust Deed, the Trustee shall as regards all the powers, trusts, authorities, and discretion hereby vested in it have absolute and uncontrolled discretion as to the exercise or non-exercise thereof and provided it shall have acted honestly and reasonably it shall be in no way responsible for any loss, costs, damages, expenses or inconvenience which may result from the exercise or non-exercise thereof and in particular it shall not be bound to act whether at the request or direction of the Subordinated Noteholders or otherwise under the provisions herein contained unless the Trustee shall first be indemnified to its satisfaction by the persons requesting or directing it to act against all proceedings, claims and demands to

which the Trustee may become liable and all costs, charges, expenses and liabilities (including legal costs on solicitor and client basis) which may be incurred by the Trustee in complying with such request or direction;

- (c) the Trustee shall as between itself and the Subordinated Noteholders and all persons claiming under or through them have full power to determine all questions and doubts arising in relation to any of the provisions of these presents and every determination, whether made upon a question actually raised or implied in the acts or proceedings of the Trustee, shall be conclusive and binding on all such persons;
- (d) the Trustee may in the conduct of the trust business, and with the Issuer's consent, instead of acting personally employ and pay an agent, whether a solicitor or other professional person, to transact or concur in doing all acts required to be done by the Trustee, including the receipt and payment of money, and any such agent so employed shall be entitled to charge and be paid all reasonable professional charges and disbursements for business transacted and acts done by him or his firm in connection with the trusts hereof and the Trustee shall be indemnified in respect of all costs so incurred;
- (e) the Trustee shall not be held responsible for acting upon any resolution purporting to have been passed at any meeting of the Subordinated Noteholders in respect whereof minutes have been made and signed, even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not valid or binding upon the Subordinated Noteholders;
- (f) the Trustee shall not be bound to take any steps to ascertain whether any event has happened upon the happening of which the Subordinated Notes shall have or may become repayable and until it shall have actual knowledge or shall have received express notice to the contrary shall be entitled to assume no such event has happened;
- (g) the Trustee may call for and shall be at liberty to accept a certificate signed by an Authorised Signatory of the Issuer as to any fact or matter upon which the Trustee may in the exercise of the trusts, powers, duties, authorities, discretion and provisions of these presents require to be satisfied or to have information, or to the effect that in the opinion of the persons so certifying any particular dealing, transaction, act or thing is expedient, as sufficient evidence of such fact or matter or of the expediency of such dealing, transaction, act or thing, and the Trustee shall not be bound to call for further evidence and shall not be responsible for any loss that may be occasioned by acting on any such certificate;
- (h) the Trustee shall not be liable or responsible for any loss costs damages expenses or inconvenience which may result from anything done or omitted to be done by it unless it shall have failed to show the degree of care and

diligence required of it as a trustee having regard to the provisions of these presents conferring on it any trusts, powers, authorities or discretion;

- (i) the Trustee shall not be responsible for the receipt or application of the proceeds of the issue of the Subordinated Notes by the Issuer nor the delivery of the Global Certificate to the Central Depository;
- (j) in addition to the powers conferred herein, the Trustee shall be bound by the duties imposed on the Trustee pursuant to Section 273 of the CMSA;
- (k) the Trustee shall not be liable to the Issuer or any Subordinated Noteholder by reason of having accepted as valid or not having rejected any Global Certificate purporting to be such and subsequently found to be forged or not authentic;
- (l) in connection with the exercise of its duties, trusts, powers, authorities and discretion vested in it by this Trust Deed and by general law the Trustee shall not have regard to the consequences of such exercise for individual Subordinated Noteholders resulting from their being for any purpose domiciled or resident in or otherwise connected with or subject to the jurisdiction of any particular territory;
- (m) where an Event of Default has occurred and is continuing, the Trustee shall exercise all such rights and powers vested in it herein subject to and in accordance with this Trust Deed and shall at all times use a reasonable degree of skill and diligence in exercising such rights and powers;
- (n) the Trustee shall, unless expressly provided otherwise in this Trust Deed, be entitled to disseminate any information or distribute or deliver any documents received by it from the Issuer or the Auditors hereunder to any Subordinated Noteholder;
- (o) the Trustee shall not (unless ordered so to do by law or a court of competent jurisdiction or unless in the course of discharging its duties under this Trust Deed) be required to disclose to any Subordinated Noteholder, any confidential, financial or other information made available to the Trustee by the Issuer in connection with the trusts hereof and no Subordinated Noteholder shall be entitled to take any action to obtain from the Trustee any such information;
- (p) the Trustee may determine (with determination from the Subordinated Noteholders) whether or not a failure to perform by the Issuer of any obligation under the provisions of this Trust Deed, is in its opinion capable of remedy and/or would materially and adversely affect the interests of the Subordinated Noteholders; and
- (q) the Trustee shall exercise reasonable diligence to ascertain based on the accounts, reports, certificates, circulars or opinions furnished to the Trustee

whether the Issuer has committed any breach of the terms and conditions of the Subordinated Notes or provisions of these presents or whether an Event of Default has occurred or it is continuing,

Provided nevertheless that nothing in this Trust Deed shall:

- (i) exempt the Trustee from such duties imposed on it by the CMSA; and
- (ii) in any case in which the Trustee has failed to show a degree of care and diligence required of it as a trustee having regard to the provisions of these presents relieve or exempt the Trustee from or indemnify it against any liability for breach of trust or any liability which by virtue of any rule of law would otherwise attach to it in respect of any gross negligence or breach of trust of which it may be guilty in relation to its duties under these presents.

18.2 Notwithstanding anything to the contrary expressed or implied herein, the Trustee shall not:

- (a) be bound to enquire as to the occurrence or otherwise of any Event of Default;
- (b) be bound to account to any Subordinated Noteholder for any sum or the profit element of any sum received by it for its own account whether in connection with this Trust Deed or otherwise;
- (c) be bound to disclose to any other person any information relating to the Issuer if such disclosure would or might in its opinion constitute a breach of any law or regulation or be otherwise actionable at the suit of any person; or
- (d) be under any obligations other than those for which express provision is made herein.

18.3 The Trustee accepts no responsibility for the accuracy and/or completeness of any information supplied by the Issuer or any other person in connection with, or for the legality, validity, effectiveness, adequacy or enforceability of, this Trust Deed and the other Issue Documents and shall not be liable or responsible for any losses to any person, howsoever caused, as a result of taking or omitting to take any action whatsoever in relation to the Issue Documents or otherwise, save in the case of gross negligence or wilful misconduct.

18.4 Each of the Subordinated Noteholder agrees that it will not assert or seek to assert against any director, officer or employee of the Trustee any claim it might have against any of them in respect of the matters referred to in Clause 18.3 above.

18.5 It is understood and agreed by each Subordinated Noteholder that it has itself been, and will continue to be, solely responsible for making its own independent appraisal of and investigations into the financial condition, creditworthiness, condition, affairs, status and nature of the Issuer and, accordingly, each Subordinated

Noteholder warrants to the Trustee that it has not relied and will not hereafter rely on the Trustee:

- (a) to check or enquire on its behalf into the adequacy, accuracy or completeness of any information provided by the Issuer or any other person in connection with the transactions therein contemplated (whether or not such information has been or is hereafter circulated to such Subordinated Noteholder by the Trustee);
- (b) to check or enquire on its behalf into the adequacy, accuracy or completeness of any communication delivered to it, any legal or other opinions, reports, valuations, certificates, appraisals or other documents delivered or made or required to be delivered or made at any time any security to be constituted thereby or any other report or other document, statement or information circulated, delivered or made, whether orally or otherwise and whether before, on or after the date of this Trust Deed;
- (c) to check or enquire on its behalf into the due execution, delivery, validity, legality, adequacy, suitability, performance, enforceability or admissibility in evidence of any other document referred to in Clause 18.5 (b) above or of any guarantee, indemnity or security given or created thereby or any obligations imposed thereby or assumed thereunder;
- (d) to assess or keep under review on its behalf the financial condition, creditworthiness, condition, affairs, status or nature of the Issuer and the Issuer group of companies.

18.6 The Trustee shall not be liable for any failure to:

- (a) obtain any licence, consent or other authority for the execution, delivery, validity, legality, adequacy, performance, enforceability or admissibility in evidence of the Issue Documents;
- (b) effect or procure registration of or otherwise protect the Issue Documents by registering the same under any applicable registration laws in any territory; and
- (c) require any further assurances in relation to the Issue Documents.

18.7 The Trustee shall be entitled to accept without enquiry, requisition or objection such right and title as the Issuer may have to the property belonging to it (or any part thereof) and shall not be bound or concerned to investigate or make any enquiry into the right or title of the Issuer to such property (or any part thereof) or, without prejudice to the foregoing, to require the Issuer to remedy any defect in its right or title as aforesaid.

18.8 In acting as Trustee hereunder, the Trustee's agency division shall be treated as a separate entity from any of its other divisions or departments and therefore in the

event that the Trustee should act for the Issuer in any capacity in relation to any other matter, any information given by the Issuer to the Trustee in relation to the other matter may be treated by it as confidential.

19. TRUSTEE MAY ACT THROUGH AUTHORISED OFFICER

19.1 The Trustee hereof being a corporation may, in the execution, enforcement and exercise of all or any of the trusts, powers and discretion vested in it by these presents, act by its authorised officers for the time being, which officers shall exercise due diligence in the carrying out of their duties and the Trustee may also whenever it thinks fit delegate by power of attorney or otherwise to any person or persons or body of persons (whether being a trustee hereof or not) all or any of the trusts, powers and discretion vested in it by these presents, and such delegation may be made upon and subject to such terms and conditions including power to sub-delegate and subject to such regulations as the Trustee may think fit, and Provided That the Trustee shall have exercised reasonable care in the selection of any such delegate it shall not be bound to supervise the proceedings of or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such delegate or sub-delegate.

20. PRIORITY OF INDEMNITY OF TRUSTEE

20.1 Without prejudice to any rights of indemnity by law given to trustees and subject as provided in Clause 18 hereof, the Trustee and every person appointed by the Trustee, or to whom any trust, power or discretion may be delegated by it, shall be indemnified by the Issuer in priority to any payment to the Subordinated Noteholders in respect of all liabilities, expenses, actions, proceedings, costs (including legal cost on a "solicitor-client" basis), claims and demands properly and reasonably incurred by it or such person in the execution or purported execution of the powers and trusts contained in these presents, or of any powers, authorities or discretion hereby vested in them, and against all actions, proceedings, costs (including legal cost on a "solicitor-client" basis), claims and demands in respect of any matter or thing done or omitted in any way relating to these presents, and the Trustee may retain and pay out of any moneys in its hands upon the trusts of these presents all sums necessary to effect such indemnity and also the remuneration of the Trustee as hereinbefore provided, save and except for any liabilities, expenses, actions, proceedings, costs, claims and demands arising from or in connection with any gross negligence or fraud, breach of trust or wilful default on the part of the Trustee.

21. AUTHORISATION AND WAIVER OF BREACHES

21.1 The Trustee may, without the consent of the Subordinated Noteholders and without prejudice to its rights in respect of any subsequent breach, from time to time and at any time, but only if and insofar that in its reasonable opinion the interest of the Subordinated Noteholders will not be materially prejudiced thereby authorise or

waive on and subject to such terms and conditions as to it shall seem fit, any breach or proposed breach by the Issuer of any of the provisions, terms and conditions of these presents PROVIDED ALWAYS that the Trustee shall not exercise any powers conferred on it by this Clause in contravention of any express direction given to it by a Special Resolution of the Subordinated Noteholders (such direction not being inconsistent with any of the express terms and conditions of these presents) but no such direction shall affect any such authorization or waiver previously given or made. In exercising its discretion, the Trustee shall not be bound to have regard to the past or then current market price of the Subordinated Notes. Subject as aforesaid any such authorization or waiver shall be notified by the Trustee to the Subordinated Noteholders in accordance with the provisions of the Trust Deed and shall be binding upon the Subordinated Noteholders.

22. TRUSTEE CONTRACTING WITH THE ISSUER OR ANY SUBSIDIARY

22.1 Subject always to the provisions of Section 260 of the CMSA, neither the Trustee nor any director or officer or any corporation being a trustee or being a company associated or related to the Trustee shall, by reason of such fiduciary position be in any way precluded from making advances to the Issuer on such terms as may be agreed, nor from making any contract or entering into financial or other transaction in the ordinary course of business with the Issuer including (without prejudice to the generality of these provisions) any contract or transaction in relation to insurance of any kind or to the purchase, placing or underwriting of or subscribing or procuring subscriptions for or otherwise acquiring, holding, dealing with the Subordinated Notes or any other stock, bonds, shares, debentures, debenture stock, or other securities of the Issuer or in which the Issuer is or may be interested, nor from participating in any commission payable in respect of the purchase of the Subordinated Notes or any part thereof, nor from accepting or holding any office of profit under the Issuer and the Trustee may receive and retain and shall not be accountable either to the Issuer or to the Subordinated Noteholders for any profit, commission, remuneration or benefit resulting from any such contract, transaction or office.

23. REPRESENTATION AND CONSENT BY TRUSTEE

23.1 The Trustee hereby represents that it is a duly qualified person to act as trustee pursuant to the CMSA.

23.2 Any consent of the Trustee required by these presents may be given on such terms and subject to such conditions (if any) as it shall in its absolute discretion think fit. For the avoidance of doubt, the Trustee shall only act upon the instructions of the Subordinated Noteholders.

24. APPOINTMENT OF NEW TRUSTEE

24.1 The Trustee may resign as trustee hereunder at anytime without assigning any reason therefor by giving not less than thirty (30) days' prior written notice to that effect to the Issuer Provided that no such resignation shall be effective until:

- (a) a successor to the Trustee is appointed in accordance with the succeeding provisions of Clause 24.2;
- (b) all of the Trustee's rights, benefits and obligations as trustee under this Trust Deed have been transferred to its successor; and
- (c) its successor has confirmed its agreement to be bound by the provisions of this Trust Deed and all other related agreements to which the Trustee is a party in its capacity as trustee.

24.2 If the Trustee gives notice of its resignation as Trustee pursuant to Clause 24.1, any reputable bank or other financial institution or trust company which is qualified to act as trustee for the purpose of the CMSA may be appointed as a successor to the Trustee by the Subordinated Noteholders by Ordinary Resolution during the period of such notice.

24.3 If a successor to the Trustee is appointed under the provisions of Clause 24.2 above or Clauses 24.5, 24.6 or 24.7 below:

- (a) the resigning Trustee shall be discharged from any further obligation hereunder but shall remain entitled to the benefit of the provisions of Clause 8, this Clause 24, Clause 17 and Clause 20;
- (b) its successor and each of the other parties hereto shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original party hereto; and
- (c) the Issuer, the Joint Lead Arrangers, the Facility Agent, the Paying Agent and the Subordinated Noteholders shall be notified of such appointment by such successor to the resigning Trustee.

24.4 The Issuer shall pay all reasonable costs and expenses incurred in the appointment of the successor to the Trustee under Clause 24.2 above or Clauses 24.5, 24.6 and 24.7 below and a basic remuneration to such successor, if any, as agreed between the successor and the Issuer.

24.5 Without prejudice to the right to remove the Trustee in law given to all the Subordinated Noteholders, the Subordinated Noteholders may by Special Resolution remove the Trustee at any time, by giving notice in writing of such removal and thereupon, the provisions of Clauses 24.1 and 24.3 above relating to the appointment of a successor to the Trustee shall, mutatis mutandis, apply as if each reference to the retiring Trustee were a like reference to the Trustee so removed by the Subordinated

Noteholders save that Clause 24.1(a) shall be construed to mean that a successor Trustee is appointed by the Subordinated Noteholders by Special Resolution for the purpose of this Clause. The Issuer shall be notified of such removal and appointment by or on behalf of the Subordinated Noteholders.

24.6 The Issuer may, if approved by the Subordinated Noteholders by Special Resolution, remove at any time the Trustee, by giving notice in writing of such removal to the Trustee and thereupon, the provisions of Clauses 24.1 and 24.3 above relating to the appointment of a successor to the Trustee shall, mutatis mutandis, apply as if each reference to the retiring Trustee were a like reference to the Trustee so removed by the Issuer save that Clause 24.1(a) above shall be construed to mean that a successor Trustee is appointed by the Issuer with the approval of the Subordinated Noteholders by Special Resolution for the purpose of this Clause.

24.7 If for any reason the Trustee reorganises, reconstitutes, merges or converts into another company, corporation, trust or other body, then the Subordinated Noteholders may by Ordinary Resolution:

- (a) approve such company, corporation, trust or body as the successor to the Trustee; or
- (b) appoint a new trustee in place of the Trustee;

provided that in either case, such successor or new trustee, as the case may be, is a person qualified to act as trustee for the purpose of the CMSA.

24.8 This Trust Deed shall enure to the benefit of any successor in title to the Trustee by virtue of any merger or other dissolution of the Trustee.

25. REORGANISATION OF THE ISSUER

25.1 Notwithstanding anything in these presents contained, if the Issuer should desire to reorganise, reconstitute or merge into any other company, corporation, trust or other body (whether in the same or any other jurisdiction or jurisdictions) and the Trustee is satisfied that the plan of reorganisation, reconstitution or merger is such that the interests of the Subordinated Noteholders would not be prejudiced or would be properly safeguarded (otherwise the consent of the Subordinated Noteholders by way of Special Resolution is required), the Issuer may at any time after the expiry of not less than thirty (30) days' notice (or such shorter period of notice as the Trustee may agree) given to the Trustee, exchange the Subordinated Noteholders' holdings of Subordinated Notes for equivalent holdings of a comparable security of the Issuer or of any company, corporation, trust or other body into which the Issuer is reorganised, reconstituted or merged (the Issuer, corporation, trust or other body being hereinafter included under the designation the "Issuer's Successor"). The securities issued on any such exchange will (amongst others) (a) be denominated in such a currency as the Trustee may approve (b) be no less favourable to the Subordinated Noteholders, and (c) be approved by the regulatory authorities.

25.2 After any such exchange as is referred to in this Clause 25 references in these presents to the Subordinated Notes shall be construed as references to the comparable security for which the Subordinated Notes have been exchanged and references in these presents to the Issuer shall be construed as references to the Issuer's Successor issuing such comparable security.

26. MODIFICATION OF THE TRUST DEED

26.1 The Subordinated Noteholders may, by Special Resolution, sanction (inter alia) any modification or compromise of their rights and consent to any modification to this Trust Deed.

26.2 The Trustee may at any time without any consent on the part of the Subordinated Noteholders concur with the Issuer in making any modification to these presents (including the form and content of the Certificates) provided that the Trustee shall be of the reasonable opinion that such modification will not materially and adversely affect the interests of the Subordinated Noteholders or is necessary to correct manifest error or is of a minor or technical or administrative or editorial nature or is to comply with or to achieve consistency with the Operational Procedures for RENTAS, Operational Procedures for Securities Services or other guidelines applicable to the Subordinated Notes or mandatory provisions of law or requirements imposed by the regulatory authorities. Any such modification shall be binding on the Subordinated Noteholders and notice of any request for modification shall be given by the Trustee to the Subordinated Noteholders in accordance with the provisions of this Trust Deed, at least three (3) Business Days prior to the concurrence.

26.3 Without prejudice to the generality of the provisions of Clause 26.2, for the purpose of giving effect to this Clause 26, and provided notice shall be given by the Trustee to the Subordinated Noteholders in accordance with the provisions of this Trust Deed, at least three (3) Business Days prior, the Trustee may approve any amendment or addition to, or substitution of, or modification of, these presents including any amendment or modification consequent upon changes in the laws governing these presents, or taking into account of requirements imposed by regulatory authorities or it is satisfied that the modification is necessary for the Issuer to comply with mandatory provisions of law or requirements imposed by the regulatory authorities or for the purpose of Clause 25, the cancellation of these presents and the substitution therefor of a new trust deed or other instrument and may if appropriate approve the appointment by the Issuer of any new or substitute trustee of any such amended, modified or substituted trust deed or instrument, provided that the Trustee is satisfied that the rights and interests of the Subordinated Noteholders are properly safeguarded and that, having regard to the Issuer's Successor and the jurisdiction and law applicable to the Issuer's Successor the rights and interests of the Subordinated Noteholders under the amended, modified or substituted trust deed or other instrument are, as nearly as is practicable, the same as or comparable to the rights and interest of the Subordinated Noteholders under these presents.

27. KNOWLEDGE OF TRUSTEE OF A BREACH OF THESE PRESENTS

27.1 Except as herein expressly provided and subject to Clause 18.1(f) hereof, the Trustee shall be and is hereby authorised to assume without enquiry in the absence of knowledge by or an express notice to it to the contrary that the Issuer is duly performing and observing all the covenants and provisions herein contained and on its part to be performed and observed.

28. TRUSTEE ACTING FOR SUBORDINATED NOTEHOLDERS ONLY

28.1 The Trustee shall act for and be responsible to the Subordinated Noteholders only. In exercising its duties, powers and discretions herein contained, the Trustee shall only have regard to the interests of the Subordinated Noteholders as a whole and not to the interests of any Subordinated Noteholder or any particular group of Subordinated Noteholders.

29. CONTINUED VALIDITY OF TRUSTEE'S POWERS

29.1 Notwithstanding that the Maturity Date may have the effect of determination of this Trust Deed by way of effluxion of time all the provisions relating to the powers of the Trustee shall continue to remain valid and effective for so long as may be necessary to give effect to each and every part thereof until payment in full of the nominal value of the Subordinated Notes.

30. NOTICES

30.1 Any notice or other communication under or in connection with this Trust Deed shall be in writing, shall in the case of the Issuer be given or signed by the Authorised Signatories and shall be delivered personally, or by post, facsimile transmission, telex or cable, to the addresses given in the signing page of this Trust Deed or such other address as the recipient may have notified to the other parties to this Trust Deed in writing. Proof of posting or despatch of any notice or communication shall be deemed to be proof of receipt only when:

- (a) in the case of a letter, on the third (3rd) Business Day after posting; and
- (b) in the case of facsimile transmission, on the same Business Day immediately upon transmission PROVIDED that the sender has received an answer back confirmation and has sent a copy by post confirming the facsimile transmission.

- 30.2 (a) Any notice shall be given to any Subordinated Noteholders personally at or by sending the same by post in a prepaid letter addressed to such Subordinated Noteholder at his registered address or in the manner provided in Clause 30.2 (b). In the case of joint holders of any

Subordinated Notes a notice given to the Subordinated Noteholders whose name stands first on the register in respect of such Subordinated Notes shall be sufficient notice to all the joint holders. Notice may be given to the person entitled to any Subordinated Notes in consequence of the death or bankruptcy or winding up of any Subordinated Noteholders or other event giving rise to the transmission of such Subordinated Notes by the operation of law by sending the same by post in a prepaid envelope addressed to them by name or by the title to the representatives or trustees of such Subordinated Noteholders at the address (if any) supplied for the purpose by such persons or (until such address is supplied) by giving notice in the manner in which it would have been given if the death or bankruptcy or winding up or other event had not occurred;

- (b) Notwithstanding anything to the contrary, all notices to the Subordinated Noteholders may, at the election of the Trustee, be given by having the same published in two (2) daily newspapers in the main languages of general circulation in Malaysia. Such notice shall be deemed to be given on the first date of such publication made in the newspaper in which publication is required.

30.3 All notices and other communications under or in connection with this Trust Deed shall be in the English language or if any other language, accompanied by a translation with the English language. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.

30.4 The initial addresses and facsimile numbers of, and persons so designated by the Issuer and the Trustee are as follows:

THE ISSUER

Pacific & Orient Insurance Co. Berhad (Company No. 12557-W)

11th Floor, Wisma Bumi Raya
No. 10 Jalan Raja Laut
50350 Kuala Lumpur

Fax: 03 2692 6700

Attn: Encik Abdul Rahman bin Talib, Chief Executive Officer

THE TRUSTEE

Pacific Trustees Berhad (Company No. 317001-A)
A-9-8, 9th Floor
Megan Avenue 1
No. 189 Jalan Tun Razak

Off Persiaran Hampshire
50400 Kuala Lumpur

Fax: (03) 2166 3830
Attn: Chief Executive Officer

31. SEVERABILITY

31.1 If any part of this Trust Deed for any reason whatsoever becomes illegal, void, prohibited or unenforceable, the same shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating or affecting the remaining provisions hereof.

32. SCHEDULES

32.1 The Schedules to this Trust Deed and the provisions and conditions contained therein shall have the same force and effect as if set out in the body of this Trust Deed.

33. GOVERNING LAW

33.1 These presents shall be governed by, and construed in all respects in accordance with the laws of Malaysia.

33.2 In relation to any legal action or proceedings arising out of or in connection with this Trust Deed ("Proceedings"), the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Malaysia, and waive any objection to Proceedings in any such court on the grounds of venue or on the grounds that the Proceedings have been brought in an inconvenient forum.

34. STAMP DUTIES DECLARATION

34.1 The Issuer will pay all stamp duties and other similar duties or taxes (if any) payable in Malaysia on (a) the constitution and issue of the Subordinated Notes (b) the Global Certificates, and (c) the execution of these presents.

34.2 The Issuer has obtained the approval of the SC on 18 June 2012 to the issue of the Subordinated Notes and for the purposes of the Stamp Duty (Exemption) (No. 23) Order 2000 ("Order"), **IT IS HEREBY DECLARED THAT** this Trust Deed constitutes one (1) of the several instruments relating to the issue of the Subordinated Notes of the Issuer and is therefore exempted from stamp duty pursuant to the Order.

35. EXECUTION AND COUNTERPARTS

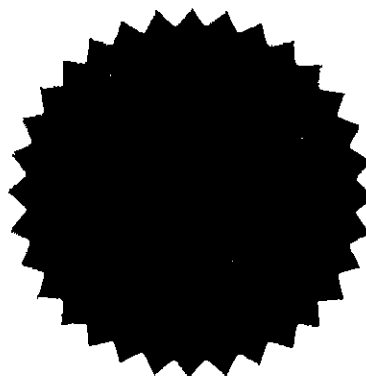
35.1 This Trust Deed may be executed in any number of counterparts or duplicates each of which shall be an original, but such counterparts or duplicates shall together constitute but one and the same agreement and shall come into effect on the date first hereinabove mentioned irrespective of the diverse dates upon which the parties may have executed this Trust Deed.

[the rest of this page is intentionally left blank]

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective Common Seals the day and year first abovewritten.

The Issuer

The execution of this)
Trust Deed by the Issuer,)
Pacific & Orient Insurance Co. Berhad)
(Company No. 12557-W))
was duly executed in the manner)
authorised by its constitution under the)
Seal of the Issuer which said Seal was)
hereunto duly affixed in the presence of:)



.....
Director

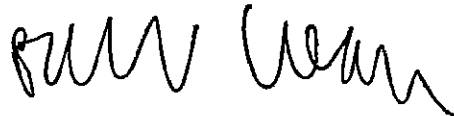
Name: ABUL RAHMAN BINTALIB
NRIC NO: 590929-01-5467

.....
Director/Secretary

Name: SPO HAN YEE
NRIC NO: 660405-10-6094

The Trustee

Signed by)
for and on behalf of)
Pacific Trustees Berhad)
(Company No. 317001-A) as the Trustee)
in the presence of:)



.....
Authorised Signatory

Name: Cheah Boon Hoe

Date: 19th June 2012



.....
(Witness)

LIM CHOON WEE

Name: PEGUAMBELA & PEGUAMCARA

KUALA LUMPUR

Date:

(BC/L/1065)

19th June 2012

THE FIRST SCHEDULE**PART I****GLOBAL CERTIFICATE**

Issue Date

Maturity Date

Certificate No.

Nominal Value

Stock Code

Pacific & Orient Insurance Co. Berhad
(Incorporated in Malaysia under the Companies Act 1965)
(Company No. 12557-W)

Registered Office
11th Floor, Wisma Bumi Raya, No. 10 Jalan Raja Laut, 50350 Kuala Lumpur

ISSUE OF [] NOMINAL VALUE
SUBORDINATED NOTES UNDER A SUBORDINATED NOTES
PROGRAMME
("SUBORDINATED NOTES")

To: The Bearer

The Subordinated Notes in respect of which this Global Certificate is issued represent [] nominal value subordinated notes under a subordinated notes programme ("Subordinated Notes"), and are issued pursuant to the Issuer's Memorandum and Articles of Association and to a resolution of the Directors of the Issuer passed on 27 October 2011 and constituted by the trust deed dated [] ("Trust Deed") between the Issuer and Pacific Trustees Berhad (Company No. 317001-A) as trustee for holders of the Subordinated Notes ("Trustee"). The amount of the Subordinated Notes represented by this Global Certificate from time to time shall be determined by reference to the records maintained by the Central Depository. The Subordinated Notes are subject to the provisions contained in the Trust Deed and the Conditions set out on the reverse of this Global Certificate, which shall form an integral part of this Global Certificate. The holders of the Subordinated Notes are entitled to the benefit of

the Trust Deed and are bound by and deemed to have notice of, all the provisions of the Trust Deed. The Issuer has executed and submitted the Securities Lodgement Form as required under the Central Securities Depository and Paying Agency Rules to MyClear. Copy of the Trust Deed is available for inspection by the holders of the Subordinated Notes at the business office of the Trustee being at the date hereof at []. Terms defined in the Trust Deed have the same meaning when used herein.

THIS IS TO CERTIFY THAT the bearer of this Global Certificate ("Global Subordinated Noteholder") is the holder of [] in nominal value of the Subordinated Notes and is entitled to such coupon payments as are payable by the Issuer on each Coupon Payment Date in accordance with the Conditions and the Trust Deed, all subject to and in accordance with the Conditions and the Trust Deed. The coupon payable on each Subordinated Note is at the rate of [] percent (%) per annum.

For value received, the Issuer covenants to pay the Global Subordinated Noteholder on the Maturity Date the amount above specified and otherwise to comply with the provisions of the Trust Deed and the Conditions.

This Global Certificate shall be governed by, and construed in accordance with, the laws of Malaysia.

GIVEN UNDER THE COMMON SEAL OF THE ISSUER

.....
DIRECTOR

.....
DIRECTOR/SECRETARY

CERTIFICATE OF AUTHENTICATION

This Global Certificate is authenticated by or on behalf of Hong Leong Investment Bank Berhad (Company No.43526-P) as Facility Agent, as the duly authorised issue of [] nominal value subordinated notes under a subordinated notes programme by the Issuer (without recourse, warranty or liability).

Signed By:

.....
(Authorised Signatories on
behalf of the Facility Agent)

THE FIRST SCHEDULE**PART H****DEFINITIVE CERTIFICATE**

Issue Date

Maturity Date

Certificate No.

Nominal Value

Stock Code

Pacific & Orient Insurance Co. Berhad (Company No. 12557-W)
(Incorporated in Malaysia under the Companies Act 1965)
(Company No. 12557-W)

Registered Office
11th Floor, Wisma Bumi Raya, No. 10 Jalan Raja Laut, 50350 Kuala Lumpur

ISSUE OF [] NOMINAL VALUE
SUBORDINATED NOTES UNDER A SUBORDINATED NOTE
PROGRAMME
("SUBORDINATED NOTES")

To: The Bearer

The Subordinated Notes in respect of which this Definitive Certificate is issued, are issued pursuant to the Issuer's Memorandum and Articles of Association and to a resolution of the Directors of the Issuer passed on 27 October 2011 and constituted by the trust deed dated [] ("Trust Deed") between the Issuer and Pacific Trustees Berhad (Company No. 317001-A) as trustee for holders of the Subordinated Notes ("Trustee"). The Subordinated Notes are subject to the provisions contained in the Trust Deed and the Conditions which shall form an integral part of this Definitive Certificate. The holders of Subordinated Notes are entitled to the benefit of the Trust Deed and are bound by and deemed to have notice of, all the provisions of the Trust Deed. The Issuer has executed and submitted the Securities Lodgement Form as required under the Central Securities Depository and Paying Agency Rules to MyClear. A copy of the Trust Deed is available for inspection by the holders of the

Subordinated Notes at the business office of the Trustee being at the date hereof at []. 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 [] nominal value of the Subordinated Notes and is entitled to such coupon payments as are payable by the Issuer on each Coupon Payment Date in accordance with the Conditions and the Trust Deed, all subject to and in accordance with the Conditions and the Trust Deed. The coupon payable on each Subordinated Note is at the rate of [] percent (%) per annum.

For value received, the Issuer covenants to pay the bearer of this Definitive Certificate on the Maturity Date the amount above specified and otherwise to comply with the provisions of the Trust Deed and the Conditions set out in Part III of the First Schedule to the Trust Deed.

GIVEN UNDER THE COMMON SEAL OF THE ISSUER

.....
DIRECTOR

.....
DIRECTOR/SECRETARY

CERTIFICATE OF AUTHENTICATION

This Definitive Certificate is authenticated by or on behalf of Hong Leong Investment Bank Berhad (Company No.43526-P) as Facility Agent, as the duly authorised issue of [] nominal value subordinated notes under a subordinated notes programme by the Issuer (without recourse, warranty or liability).

Signed By:

.....
(Authorised Signatories on
behalf of the Facility Agent)

THE FIRST SCHEDULE

PART III

TERMS AND CONDITIONS OF THE SUBORDINATED NOTES

The issue of up to Ringgit One Hundred and Fifty million (RM150,000,000.00) in nominal value subordinated notes under a subordinated notes programme (the "Subordinated Notes") was authorised by a resolution of the board of Directors of the Issuer passed on [].

The Subordinated Notes are constituted by a trust deed dated [] ("Trust Deed") made between the Issuer and Pacific Trustees Berhad (Company No. 317001-A) ("Trustee") as trustee for the holders of the Subordinated Notes ("Subordinated Noteholders"). The Issuer has executed and submitted the Securities Lodgement Form as required under the Central Securities Depository and Paying Agency Rules to MyClear. The statements in these terms and conditions of the Subordinated Notes ("Conditions") include summaries of and are subject to the detailed provisions of the Trust Deed. A copy of the Trust Deed is available for inspection by Subordinated Noteholders at the business office of the Trustee being at the date hereof at []. Subject to the provisions of the Trust Deed, the Subordinated Noteholders are entitled to the benefit of the Trust Deed and are bound by and are deemed to have notice of all the provisions of the Trust Deed applicable to them.

Terms and conditions defined in the Trust Deed when used herein shall bear the same meaning.

1. STATUS

Subordination

1.1 The Subordinated Notes will constitute direct and unsecured obligations of the Issuer and subordinated in right and priority of payment, to the extent and in the manner provided in the Subordinated Notes, ranking *pari passu* among themselves.

The Subordinated Notes will, in the event of a winding up or liquidation of the Issuer, be subordinated in right of payment to all other liabilities of the Issuer, except in each case to those liabilities which by their terms rank equally in right of payment with or are subordinate to the Subordinated Notes.

Waiver of Set-Off

1.2 All amounts payable by the Issuer in respect of the Subordinated Notes are not subject to any counterclaim or set-off against any amounts payable by the Subordinated Noteholders to the Issuer. The Issuer and each Subordinated

Noteholder, by virtue of being the holder of any Subordinated Notes, shall be deemed to have waived all such rights of set-off.

Listing

1.3 The Subordinated Notes will not be listed on Bursa Malaysia Securities Berhad or on any other stock exchange.

2. FORM, DENOMINATION AND TITLE

2.1 Subject to the Operational Procedures for RENTAS, Operational Procedures for Securities Services, each tranche of the Subordinated Notes will be represented by a Global Certificate in bearer form, which shall be deposited with the Central Depository.

2.2 The Subordinated Notes shall be issued in denominations of Ringgit One Thousand (RM1,000.00) in nominal value (or in such other denomination as determined by BNM) and in multiples thereof at the time of issuance. The Subordinated Notes shall be transferable in accordance with Condition 3 below. Where Definitive Certificates are issued, the Subordinated Notes shall be transferable by instrument of transfer in any usual or common form or such other form as may be approved by the Directors of the Issuer.

2.3 (a) If any Certificate is worn out or defaced, then upon production thereof to the Issuer, the Issuer may require the same to be cancelled and may issue a new Certificate in lieu thereof. For every new Certificate so issued there shall be paid to the Issuer the amount of all taxes and duties and out of pocket expenses payable on or in connection with the issue thereof together with a further fee not exceeding such maximum sum as may be prescribed, from time to time, by any applicable law or regulation or relevant authorities as the Issuer may determine.

(b) Subject to the provisions of the Companies Act, if any Certificate is lost or destroyed or stolen then upon proof thereof to the satisfaction of the Issuer and on such indemnity as the Issuer deems adequate being given, and on the payment of the amount of all taxes and duties and out of pocket expenses payable on or in connection with the issue thereof together with a further fee not exceeding such maximum sum as may be prescribed, from time to time, by any applicable law or regulation or relevant authorities as the Issuer may determine, a new Certificate shall be issued in replacement of such lost or destroyed or stolen Certificate.

2.4 If the Trustee shall in its opinion consider that the Central Depository is unable to perform its obligations as authorised depository, or fails to properly record transfers of beneficial interests in the Subordinated Notes or if the Trustee and the Issuer shall agree that the Global Certificate for each tranche of the Subordinated Notes be cancelled and replaced with Definitive Certificates or if directed by a Special Resolution citing such other event specified in the Operational Procedures for

RENTAS, Operational Procedures for Securities Services which compels the issuance of Definitive Certificates, the Issuer shall upon receipt of written notice from the Trustee or passing of the said Special Resolution, as the case may be, and as soon as reasonably practicable, issue Definitive Certificates in respect of the Subordinated Notes, subject to BNM and other applicable regulatory approvals.

3. TRANSFERS

3.1 Transfers of interests in the Subordinated Notes will be effected through records maintained by the Central Depository in accordance with the Depository Procedures. The Central Depository will credit the respective nominal value of the Subordinated Noteholder's beneficial interest to the account of such Subordinated Noteholder in accordance with the Depository Procedures. Transfers of such interests will be subject to compliance by the transferor and transferee with the Depository Procedures, the Central Securities Depository and Paying Agency Rules and compliance with the Selling Restrictions of the Subordinated Notes.

4. PLACE AND MODE OF PAYMENTS

4.1 All payments in respect of the Global Certificates will be made in Ringgit and in accordance with the Depository Procedures or in such manner as the Paying Agent and the ADI/SSDS Participant may agree.

5. APPLICATION OF MONIES RECEIVED IN RESPECT OF THE SUBORDINATED NOTES

5.1 Under the Trust Deed, the Trustee is required to apply all moneys received under the Trust Deed and the Issue Documents consequent upon the Subordinated Notes becoming repayable for the purposes and in the order as set out in Clause 11 of the Trust Deed, despite any appropriation of all or part of them by the Issuer.

6. COUPON

6.1 The Issuer hereby covenants that from (and including) the Issue Date up to the Maturity Date or unless previously cancelled or otherwise satisfied by the Issuer, it will pay to the Subordinated Noteholders coupon on each Subordinated Notes at the rate which will be determined prior to the Issue Date and which rate shall be as reflected on the Global Certificate in respect of any such tranche of Subordinated Notes and such rate shall be applicable throughout the tenure of each tranche of the Subordinated Notes.

6.2 The first coupon payment shall be made on the date falling three (3) or six (6) months after the Issue Date (at the option of the Issuer, prior to issuance of a tranche of Subordinated Notes). The first coupon payment shall be calculated for the period commencing from the Issue Date up to the aforesaid date of first coupon payment (inclusive of the date of commencement, but excluding the date of expiry). Thereafter, coupon calculated for each subsequent three (3) or six (6) months' period

(inclusive of the date of commencement, but excluding the date of expiry) shall be payable quarterly or semi-annually in arrears, as the case may be.

6.3 Subject always to Condition 6.2 above, the last payment of coupon shall be made on the Maturity Date calculated for the period commencing from (and including) the previous Coupon Payment Date up to (but excluding) the Maturity Date, or, in the event that such Subordinated Note shall have been redeemed, or repurchased and cancelled or otherwise satisfied by the Issuer, as the case may be, prior to the Maturity Date, up to (but excluding) the date of redemption, or repurchase and cancellation or satisfaction, as the case may be, of such Subordinated Note.

6.4 The coupon will be calculated on the basis of the actual number of days in the relevant period divided by three hundred and sixty five (365) and in any event, in accordance with the Operational Procedures for Securities Services.

6.5 Every payment by the Issuer to the Subordinated Noteholders in respect of the coupon shall be in satisfaction pro tanto of the covenant by the Issuer contained in this Condition and the obligations and liabilities of the Issuer with regard to that coupon payment

6.6 In the event any monies remaining unpaid by the Issuer or any payment not made when due to the Trustee (for and on behalf of the Subordinated Noteholders) or the Subordinated Noteholders on or after any date upon which the same are due, the Issuer shall pay late and default payment interest at the prevailing base lending rate of Hong Leong Bank Berhad (Company No.: 97141-X) on the amount outstanding and unpaid (whether before or after any court order or judgment) for the period commencing on (and including) the date on which such monies are due and ending on (and excluding) the date payment is received by the Trustee (for and on behalf of the Subordinated Noteholders), Subordinated Noteholders or the Paying Agent in the event that the Paying Agent acts as agent for the Trustee pursuant to Clause 10.5(a)(i) of the Trust Deed. Interest/coupon payable under this Condition shall accrue daily and be calculated based on the actual number of days in default and a year of three hundred and sixty five (365) days and shall be immediately due and payable by the Issuer upon demand or at the end of each such interest/coupon period, whichever is the earlier. So long as any monies remain unpaid, interest/coupon shall continue to be calculated on the same basis. Interest/coupon payable under this Condition shall be calculated by the Facility Agent at the relevant time and, in the absence of manifest error, the amount calculated by such Facility Agent shall be binding on the Issuer and the Subordinated Noteholders.

7. PURCHASE, CANCELLATION AND REDEMPTION

Purchase in Open Market

7.1 The Issuer, any of its subsidiaries, any of the Issuer's agents or related corporations may at any time buyback, subject to prior approval of BNM, any tranche

of the Subordinated Notes at any price in the open market or by private treaty. If buyback are made by tender, such tender must (subject to any applicable rules and regulations) be made available to all holders of the relevant tranche equally.

Cancellation

7.2 All Subordinated Notes purchased by the Issuer, its agents or its subsidiaries shall be cancelled. All Subordinated Notes purchased by other related corporations of the Issuer (other than its subsidiaries) or any interested person of the Issuer, need not be cancelled but they will not entitle such related corporations or interested person of the Issuer to vote under the terms of the Subordinated Notes subject to any exceptions in the Trust Deeds Guidelines. For the avoidance of doubt, all Subordinated Notes held by related corporations and the interested person of the Issuer shall not be counted for the purposes of voting subject to any exceptions in the Trust Deeds Guidelines. All Subordinated Notes purchased and cancelled shall not be available for reissuance by the Issuer.

Pursuant to such cancellation, the Issuer shall confirm in writing to the Trustee that: (a) the amounts paid in respect of such Subordinated Notes as have been redeemed, paid and cancelled; (b) the aggregate nominal amount and certificate numbers of those Subordinated Notes as have been redeemed, paid and cancelled; and (c) that such Subordinated Notes has/have been cancelled, as soon as reasonably possible (and in any event within one (1) month) after the end of each calendar quarter during which any such redemption, purchase and surrender for cancellation, payment or replacement (as the case may be) takes place.

7.3 Where Definitive Certificates are issued, the Subordinated Noteholders shall be bound, against payment by the Issuer of the appropriate redemption moneys, to deliver to the Issuer the Definitive Certificates at such time and place as may be notified to them. The Issuer shall be entitled in the case of any redemption in full, to cancel the Definitive Certificates of the Subordinated Noteholders concerned.

Redemption on Maturity Date

7.4 Unless previously redeemed or purchased and cancelled in accordance with the Trust Deed, each Subordinated Note shall be redeemed on the Maturity Date at its nominal value together with accrued interest/coupon (if any). The redemption amount is an amount equal to the full nominal value of the Subordinated Notes together with accrued but unpaid interest/coupon (if any) relating to the then current interest/coupon period (if any) up to (and excluding) the date on which the Subordinated Notes are redeemed.

Call Option

7.5 For each tranche of the Subordinated Notes, at the option of the Issuer but subject always to the Redemption Conditions set out in Condition 7.9 being satisfied, the Issuer shall be entitled, by giving thirty (30) days' irrevocable notice to the Trustee (for and on behalf of the relevant Subordinated Noteholders) in accordance with Clause 30 of the Trust Deed, to redeem any tranche of the Subordinated Notes in whole and not in part on the relevant Call Date of that tranche at the nominal value of the Subordinated Notes of that tranche together with all accrued but unpaid interest/coupon (if any) relating to the then current interest/coupon period up to (and excluding) the date on which the Subordinated Notes are redeemed. Upon an exercise of the Call Option under this Condition, the relevant tranche of the Subordinated Notes shall become due and payable on the Call Date. The Issuer's exercise of the Call Option of any tranche of the Subordinated Notes does not trigger the redemption of the other tranche(s) of Subordinated Notes.

Regulatory Redemption

7.6 At the option of the Issuer but subject always to the applicable Redemption Conditions set out on Condition 7.9 being satisfied, the Issuer shall be entitled, by giving fourteen (14) days' irrevocable notice to the Trustee in accordance with Clause 30 of the Trust Deed, to redeem in whole and not in part all of the Subordinated Notes if a Regulatory Event (as defined below) occurs, together with all accrued but unpaid interest/coupon (if any) relating to the then current interest/coupon period up to (and excluding) the date on which the Subordinated Notes are redeemed. For the purposes of this Condition 7.6, "Regulatory Event" means, if the Subordinated Notes no longer qualify as Tier 2 capital of the Issuer for the purposes of BNM's capital adequacy requirements under any regulations applicable to the Issuer or at any time there is more than an insubstantial risk that the Subordinated Notes will no longer qualify as such.

M&A Option

7.7 At the option of the Issuer but subject always to the applicable Redemption Conditions set out on Condition 7.9 being satisfied, the Issuer shall be entitled, by giving fourteen (14) days' irrevocable notice to the Trustee in accordance with Clause 30 of the Trust Deed, to redeem in whole and not in part all of the Subordinated Notes if a M&A Event (as defined below) occurs, together with all accrued but unpaid interest/coupon (if any) relating to the then current interest/coupon period up to (and excluding) the date on which the Subordinated Notes are redeemed. For the purposes of this Condition 7.7, "M&A Event" means, an event whereby the Issuer is acquired or all of its business(es) is or are disposed of pursuant to a merger or acquisition exercise or if there is a change of the single largest shareholder of either the Issuer or its holding company.

Tax Redemption Option

7.8 At the option of the Issuer but subject always to the applicable Redemption Conditions set out on Condition 7.9 being satisfied, the Issuer shall be entitled, by giving fourteen (14) days' irrevocable notice to the Trustee in accordance with Clause 30 of the Trust Deed, to redeem in whole and not in part all of the Subordinated Notes if a Tax Event (as defined below) occurs, together with all accrued but unpaid interest/coupon (if any) relating to the then current interest/coupon period up to (and excluding) the date on which the Subordinated Notes are redeemed. For the purposes of this Condition 7.8, "Tax Event" means, if there is more than an insubstantial risk that the Issuer will be required to pay any additional amounts or will no longer be able to deduct interest in respect of the relevant Subordinated Notes for taxation purposes as a result of a change in any applicable law or regulation which comes into effect on or after the issue dates of the relevant Subordinated Notes and the Issuer cannot, by taking reasonable measures available to it, avoid the payment of any additional amounts or deduct interest in respect of the relevant Subordinated Notes.

Redemption Conditions

7.9 For the purposes of Condition 7.5, Condition 7.6, Condition 7.7 and Condition 7.8, all the following redemption conditions ("Redemption Conditions") are required to be satisfied:

- (a) the Issuer is solvent at the time of any redemption of that tranche of Subordinated Notes and immediately thereafter;
- (b) the Issuer has obtained the written approval of BNM prior to redemption of that tranche of Subordinated Notes; and
- (c) the Issuer's capital adequacy ratio is not in breach of the BNM's supervisory and/or minimum target level applicable to the Issuer.

8. EVENTS OF DEFAULT

8.1 If:

- (a) the Issuer defaults in payment of any principal or interest/coupon or any other amount under a tranche of Subordinated Notes when due and payable and such default continues for a period of seven (7) days after the Issuer became aware or having been notified by the Trustee of the default; or
- (b) a court or an agency or regulatory authority in Malaysia having jurisdiction in respect of the same shall have instituted any proceeding or entered a decree or order for the appointment of a receiver or liquidator in any insolvency, rehabilitation, readjustment of debt, marshalling of assets and liabilities, or similar arrangements involving the Issuer or all or substantially all of its property, or for the winding-up of or liquidation of its affairs and such proceeding, decree or order shall not have been

vacated or shall have remained in force, undischarged or unstayed for a period of sixty (60) days; or the Issuer shall file a petition to take advantage of any insolvency statute,

then, the Trustee:

- (i) may, at the Trustee's discretion (subject to its right under these presents to be fully indemnified); or
- (ii) shall, (subject to its right under these presents to be fully indemnified to its satisfaction) if so directed by a Special Resolution of the Subordinated Noteholders,
 - (aa) in respect of the Event of Default as set out in Condition 8.1(a) above, institute proceedings to enforce the payment obligations of the Issuer under the Subordinates Notes and may institute proceedings for the winding-up of the Issuer, provided that neither the Trustee nor any of the Subordinated Noteholders shall have the right to accelerate payment of the entire outstanding nominal amount of the Subordinated Notes in the case of default under Condition 8.1(a) above;
 - (bb) in respect of the Event of Default as set out in Condition 8.1 (b) above, declare (by giving written notice to the Issuer) that the entire outstanding nominal amount of the Subordinated Notes together with all other sums payable under the Subordinated Notes shall immediately become due and payable.

9. PROSCRIPTION

9.1 Claims for any money due and payable in respect of the Subordinated Notes (whether in respect of the nominal value, or otherwise) will become void unless made within six (6) years from the relevant due date for payment in respect thereof.

10. REMEDY FOR DEFAULT

10.1 At any time after the Subordinated Notes shall have become due and immediately repayable under the provisions of Condition 8.1 hereof, the Trustee, subject to Condition 10.3 hereof, shall enforce all payment obligations under the Subordinated Notes only by way of petitioning for the winding-up or dissolution of the Issuer and/or by proving for the amount due and payable under the Subordinated Notes in the liquidation or administration of the Issuer.

For the avoidance of doubt:

- (a) in the event that the Subordinated Notes are not redeemed (i) on or prior to the Maturity Date; or (ii) when the same are due and payable; the Subordinated

Notes shall only be repaid pursuant to the winding-up or the liquidation of the Issuer and the claims of the Subordinated Noteholders herein shall in the winding up or the liquidation of the Issuer be subordinated in right of payment to all other liabilities of the Issuer, except in each case to those liabilities which by their terms rank equally in right of payment with or are subordinate to the Subordinated Notes; and

(b) in the event the Issuer defaults in the performance or observance of any covenant, condition or provision contained in the Subordinated Notes or the Trust Deed or any of the Issue Documents (save for failure to pay any amount of principal, interest/coupon or expenses or in respect of any other payment obligation), (i) the Trustee or any Subordinated Noteholder shall not be entitled to any remedy available to the Trustee or any Subordinated Noteholder which in substance amounts to a remedy to recover any amounts under any payment obligation of the Issuer under the Subordinated Notes, and (ii) any other remedy available (including damages) shall be subject to the subordination provided in Clause 7.1 of the Trust Deed.

10.2 Where the Trustee takes winding-up proceedings against the Issuer to enforce the rights of the Subordinated Noteholders against the Issuer in accordance with Condition 10.1 above, proof therein that as regards any specific Subordinated Noteholder the Issuer has made default in paying on the due date any moneys payable in respect of the Subordinated Notes held by that Subordinated Noteholder or any part thereof shall (unless the contrary be proved) be sufficient evidence that the Issuer has made similar default as regards all the other Subordinated Noteholders in respect of whose Subordinated Notes moneys are payable.

10.3 The Trustee shall not be bound to take any step to enforce the rights of the Subordinated Noteholders against the Issuer in accordance with Condition 10.1 above unless directed to do so by a Special Resolution and unless it has been fully indemnified to its satisfaction against all actions, proceedings, claims and demands to which it may thereby render itself liable and all costs, charges, damages and expenses which it may incur by so doing.

10.4 Only the Trustee may pursue the rights and remedies available under Condition 10.1 above to enforce the rights of the Subordinated Noteholders against the Issuer and no Subordinated Noteholder shall be entitled to pursue such remedies against the Issuer unless the Trustee, having become bound to do so in accordance with the terms of this Trust Deed, fails to do so after the expiry of fourteen (14) days from the date of the Trustee having become bound to do so.

11. TAXATION

11.1 Save and except for any withholding tax which may be required by law which shall be deducted from any payment made under the Subordinated Notes or the Trust Deed, all payments made under the Subordinated Notes or the Trust Deed shall be made free and clear of any present and future taxes, value-added taxes, service tax, goods-and-services tax, withholdings, stamp duties, levies, deductions and charges of

whatever nature imposed, levied, collected, withheld or assessed by or on behalf of or within Malaysia or by any authority therein or thereof having such power to tax. For the avoidance of doubt, following such deduction or withholding as set out in this Condition 4.5, the Issuer shall not be required to pay such additional amounts as are necessary to cause the Subordinated Noteholders to receive a full amount equal to the amount which would have been received by them had no such withholding or deduction been made.

12. MEETINGS

12.1 The Trust Deed contains provisions which are set out in the Third Schedule thereto for convening meetings of Subordinated Noteholders to consider any matter affecting their interest, including any modification of these Conditions and the provisions of the Trust Deed applicable thereto.

13. NOTICES

13.1 Every Subordinated Noteholder shall be entitled to receive notice (specifying the day, time, place and agenda for the meetings) of all meetings of the Subordinated Noteholders.

13.2 All documents to Subordinated Noteholders will be sent by post whereas notices to Subordinated Noteholders may be given:

- (a) by advertisements published in two (2) national daily newspapers in English and circulating generally throughout Malaysia;
- (b) through any clearing systems through which interest in the Subordinated Notes are held;
- (c) by any means allowed under the Operational Procedures for RENTAS, Operational Procedures for Securities Services; or
- (d) in such other manner as the Issuer and the Trustee may agree at any time and from time to time.

Any such notice shall be deemed to have been given on the date of such publication under the relevant mode of notification or, if published more than once or on different dates, on the first date on which such publication is made.

13.3 All notices and other communications under or in connection with the Trust Deed shall be in the English language or if any other language, accompanied by a translation with the English language. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.

14. SELLING RESTRICTIONS

14.1 Each of the following restrictions must be observed by each Subordinated Noteholder in relation to offers, invitations, sales, transfers, acquisitions or disposals of the Subordinated Notes as the case may be, and in relation thereto:

(a) Selling Restrictions at Issuance

The Subordinated Notes may not be offered, sold or delivered, directly or indirectly, nor may any document or other material in connection therewith be distributed in Malaysia, other than to persons falling within Schedule 6 or Section 229(1)(b), Schedule 7 or Section 230(1)(b) read together with Schedule 9 or Section 257(3) of the CMSA.

(b) Selling Restrictions after Issuance

The Subordinated Notes may not be offered, sold or delivered, directly or indirectly, nor may any document or other material in connection therewith be distributed in Malaysia, other than to persons falling within Schedule 6 or Section 229(1)(b) read together with Schedule 9 or Section 257(3) of the CMSA.

15. INDEMNIFICATION OF THE TRUSTEE

15.1 The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility to the extent therein provided, including provisions relieving it from the obligation to declare the Subordinated Notes to be due and payable or taking proceedings to enforce repayment unless indemnified to its satisfaction. The Trust Deed also contains provisions entitling the Trustee to enter into business transactions with the Issuer without accounting to the Subordinated Noteholders for any profit resulting from such transactions.

16. GOVERNING LAW

16.1 The Subordinated Notes, the Trust Deed and the other Issue Documents shall be governed by, and construed in all respects in accordance with the laws of Malaysia.

16.2 In relation to any legal action or proceedings arising out of or in connection with the Subordinated Notes, the Trust Deed and the other Issue Documents ("Proceedings"), the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Malaysia, and waive any objection to Proceedings in any such court on the grounds of venue or on the grounds that the Proceedings have been brought in an inconvenient forum.

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THE SECOND SCHEDULE

SELLING RESTRICTIONS

Each of the following restrictions must be observed by each Subordinated Noteholder in relation to offers, invitations, sales, transfers, acquisitions or disposals of the Subordinated Notes as the case may be, and in relation thereto:

(a) Selling Restrictions at Issuance

The Subordinated Notes may not be offered, sold or delivered, directly or indirectly, nor may any document or other material in connection therewith be distributed in Malaysia, other than to persons falling within Schedule 6 or Section 229(1)(b), Schedule 7 or Section 230(1)(b) read together with Schedule 9 or Section 257(3) of the CMSA.

(b) Selling Restrictions after Issuance

The Subordinated Notes may not be offered, sold or delivered, directly or indirectly, nor may any document or other material in connection therewith be distributed in Malaysia, other than to persons falling within Schedule 6 or Section 229(1)(b) read together with Schedule 9 or Section 257(3) of the CMSA.

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THE THIRD SCHEDULE

PROVISIONS FOR MEETINGS OF SUBORDINATED NOTEHOLDERS

(All references to "Subordinated Noteholders" and "Subordinated Notes" herein shall be construed to exclude the Issuer, its related corporations and/or any interested persons of the Issuer (if applicable) and the Subordinated Notes held by them. For the avoidance of doubt, the vote (whether on a show of hands or on a poll) of any related corporation or interested person of the Issuer (who is itself a Subordinated Noteholder) shall not be considered or taken into account for purposes of voting.)

1. The Trustee or the Issuer respectively may and the Trustee shall at the request in writing of Subordinated Noteholders of not less than ten percent (10%) of the nominal value of the Subordinated Notes for the time being outstanding and upon receiving such indemnity to its satisfaction by the Subordinated Noteholders as the Trustee may require against the cost (including legal cost on a "solicitor-client" basis, if any) of convening and holding the meeting, convene a meeting of the Subordinated Noteholders. Such meeting shall be held at such place as the Trustee shall determine or approve.
2. At least fourteen (14) days' notice or, when the meeting is being convened for the purpose of passing a Special Resolution, at least twenty-one (21) days' notice (exclusive in each case of the day on which the notice is served or deemed to be served and of the day for which the notice is given) of every meeting shall be given to every Subordinated Noteholder. Such notice shall be given in the manner provided in these presents and shall specify the place, day and time of the meeting and the general nature of the business to be transacted. A copy of the notice shall be sent in the manner provided in these presents to the Trustee (unless the meeting shall be convened by the Trustee) and to the Issuer (unless the meeting shall be convened by the Issuer). The accidental omission to give notice to or the non-receipt of notice by any of the Subordinated Noteholders shall not invalidate the proceedings at any meeting.
3. At any meeting of the Subordinated Noteholders at least two (2) persons present being Subordinated Noteholders or being proxies for Subordinated Noteholders holding in aggregate of not less than ten percent (10%) of the nominal value of the Subordinated Notes for the time being outstanding shall form a quorum for the transaction of business except for the purpose of passing a Special Resolution. The quorum for passing a Special Resolution shall be at least two (2) persons present being Subordinated Noteholders or being proxies for Subordinated Noteholders holding in the aggregate of more than seventy five percent (75%) of the nominal value of the Subordinated Notes for the time being outstanding. No business (other than the appointment of a Chairman for such meeting) shall be transacted at any meeting unless the requisite quorum is present at the commencement of business.

4. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Subordinated Noteholders, shall be dissolved. In any other case it shall stand adjourned to such day and time (not being less than seven (7) days but not more than fourteen (14) days thereafter) and to such place as may be appointed by the Chairman and at such adjourned meeting two (2) persons present being Subordinated Noteholders or being proxies for such Subordinated Noteholders shall be a quorum for the transaction of business including the passing of a Special Resolution, except for a Special Resolution for the purposes of declaring an Event of Default, in which event the quorum at such adjourned meeting shall be two (2) persons present being Subordinated Noteholders or proxies for Subordinated Noteholders holding in the aggregate of not less than twenty five percent (25%) of the nominal value of the Subordinated Notes for the time being outstanding. At least seven (7) days' notice (exclusive as aforesaid) of any adjourned meeting of Subordinated Noteholders at which a Special Resolution is to be submitted shall be given in the manner as for an original meeting and such notice shall state that two (2) persons present being Subordinated Noteholders or being proxies for such Subordinated Noteholders at the adjourned meeting (whatever the nominal value of Subordinated Notes held or represented by them) will form a quorum, other than for a Special Resolution for the purposes of declaring an Event of Default.
5. A person (who may but need not be a Subordinated Noteholder) nominated in writing by the Trustee shall preside as Chairman at every meeting and, if no such person is nominated or if at any meeting no person nominated shall be present within fifteen (15) minutes after the time appointed for holding the meeting, the Subordinated Noteholders present shall choose one of them to be Chairman and failing such choice, the Issuer may appoint a Chairman (who may but need not be a Subordinated Noteholder). The Trustee and the Trustee's solicitors and any director or officer of a corporation being a trustee hereof and any director and secretary and solicitors of the Issuer and any other person authorised in that behalf by the Trustee or the Issuer may attend and speak at any meeting.
6. The Chairman may, with the consent of Subordinated Noteholders present at any meeting at which a quorum is present and shall, if so directed by such Subordinated Noteholders, adjourn the meeting, from time to time and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.
7. At the meeting, a resolution put to the vote of the meeting shall be decided by a show of hands unless (before or on the declaration of the result of the show of hands) a poll is demanded by the Chairman or by one or more Subordinated Noteholders present in person or by proxy and holding or representing at least ten percent (10%) of the nominal value of the Subordinated Notes for the time being outstanding. Unless a poll is so demanded a declaration by the Chairman that a resolution has been carried or carried unanimously or by a

particular majority or not carried by a particular majority or lost shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

8. If a poll is duly demanded it shall be taken in such manner as the Chairman may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
9. In the case of any equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a casting vote.
10. A poll demanded on the election of a Chairman for any meeting of Subordinated Noteholders or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the Chairman directs.
11. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll may be withdrawn.
12. On a show of hands every Subordinated Noteholder who (being an individual) is present in person or by his proxy or (being a corporation) is present by its duly authorised representative shall have one (1) vote. On a poll every Subordinated Noteholder who is present in person or by proxy shall have one (1) vote for every Ringgit One (RM1.00) nominal value of Subordinated Notes of which he is the holder.
13. On a poll, votes may be given either personally or by proxy and a Subordinated Noteholder entitled to more than one (1) vote need not (if he votes) use all his votes or cast all the votes he uses in the same way.
14. A Subordinated Noteholder may by instrument in writing available at the specified office of the Trustee appoint any person(s) (hereinafter referred to as the "proxy(ies)") to act on his or its behalf in connection with any meeting or proposed meeting of Subordinated Noteholders. The instrument appointing a proxy shall be in the usual common form or such other form as the Trustee may approve and shall be in writing under the hand of the appointer or of his attorney duly authorised in writing or, if the appointer is a corporation, either under the common seal or under the hand of an officer or attorney duly authorised and such instrument shall be deemed to confer authority to demand or join in demanding a poll.
15. A person appointed to act as a proxy need not be a Subordinated Noteholder.
16. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority shall be deposited at the registered office of the Trustee or

such other place (if any) specified in the notice of the meeting or in the instrument of proxy not less than forty eight (48) hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. Unless otherwise expressly stated therein or the Trustee determines otherwise, no instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date stated in it as the date of its execution.

17. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no notification in writing of such death, insanity or revocation shall have been received at the registered office of the Trustee or such other place (if any) specified in the notice of the meeting before the commencement of the meeting or adjourned meeting at which the proxy is used.
18. A meeting of Subordinated Noteholders shall in addition to all other powers have the following powers exercisable by Special Resolution only:
 - 18.1 power to sanction any scheme for the reconstruction or reorganisation of the Issuer or for the amalgamation, merger or consolidation of the Issuer with any corporation;
 - 18.2 power to sanction the exchange or substitution of the Subordinated Notes for shares, stocks, bonds, notes, debenture stocks or other obligations or securities of the Issuer or any company, corporation, trust or other body formed or to be formed, or the exchange of the Subordinated Notes for cash;
 - 18.3 power to sanction the release of the Issuer and/or any other surety from the payment of all or any part of the moneys owing upon the Subordinated Notes and other payments pursuant to these presents;
 - 18.4 power to sanction any modification, variation, abrogation or compromise of or arrangement in respect of the rights of the Subordinated Noteholders against the Issuer and/or any other surety whether such rights shall arise under these presents or otherwise;
 - 18.5 power to assent to any modification, variation or abrogation of the provisions contained in these presents proposed or agreed to by the Issuer and to authorise the Trustee to concur in and execute all such further documents and do all such acts and things as may be necessary to carry out and give effect to the same;

- 18.6 power to agree to the release of any trustee from any liability in respect of anything done or omitted to be done by such trustee under these presents before the giving of such release; and
- 18.7 power to approve the appointment of a new trustee under these presents and to remove any trustee or trustees for the time being hereof provided such powers are exercised in accordance with the Trustees Act, 1949.
19. A resolution passed at a meeting of Subordinated Noteholders duly convened and held in accordance with these presents shall be binding upon all the Subordinated Noteholders whether present or not present at the meeting and each of the Subordinated Noteholders and the Trustee (subject to the provisions for its indemnity contained in the Trust Deed) shall be bound to give effect thereto accordingly. The passing of any such resolution shall be conclusive evidence that the circumstances of any such resolution justify the passing thereof.
20. The expression "Special Resolution" means a resolution passed at a meeting of Subordinated Noteholders duly convened and held in accordance with the provisions contained in these presents and carried by a majority consisting of not less than seventy five percent (75%) of the persons voting thereat upon a show of hands or, if a poll is duly demanded, by a majority consisting of not less than seventy five percent (75%) of the votes given on such poll.
21. The expression "Ordinary Resolution" means a resolution passed at a meeting of Subordinated Noteholders duly convened and held in accordance with the provisions contained in these presents and carried by a majority consisting of more than fifty percent (50%) of the persons voting thereat upon a show of hands or, if a poll is duly demanded, by a majority consisting of more than fifty percent (50%) of the votes given on such poll.
22. Minutes of all resolutions and proceedings at every meeting shall be made and duly entered in books to be from time to time provided and kept for that purpose by the Issuer and any such minutes as aforesaid, if purporting to be signed by the Chairman of the meeting, shall be conclusive evidence of the matters therein stated and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made and signed shall be deemed to have been duly convened and held and all resolutions passed thereafter to have been duly passed.
23. A resolution in writing signed by or on behalf of Subordinated Noteholders holding in aggregate more than fifty percent (50%) or not less than seventy five percent (75%) of the nominal value of the Subordinated Notes remaining outstanding, shall for all purposes of these presents be as valid and effective as an Ordinary Resolution or a Special Resolution respectively, passed at a meeting of the Subordinated Noteholders duly convened and held in accordance with the provisions herein contained. Such Resolution in writing

may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Subordinated Noteholders.

THE FOURTH SCHEDULE
ANNUAL CERTIFICATE
(referred to in Clause 8.1(k))

[on the letterhead of the Issuer]

Date: **Pacific Trustees Berhad** (Company No. 317001-A)
A-9-8, 9th Floor
Megan Avenue 1
No. 189 Jalan Tun Razak
Off Persiaran Hampshire
50400 Kuala Lumpur
Attention: Chief Executive Officer

Dear Sirs,

Annual Certificate in respect of up to **RM150,000,000.00** nominal value of Subordinated Notes under a Subordinated Notes Programme

We refer to the above matter. All capitalised terms used herein shall, unless otherwise defined, refer to those as set out in the Trust Deed dated [] ("Trust Deed").

Pursuant to Clause 8.1(n) of the Trust Deed, we hereby confirm as follows:

1. we have complied with all our obligations under the Trust Deed and the terms and conditions of the Issue Documents and the Subordinated Notes; and
2. there does not exist and there has not at any time existed, from [the Issue Date / the date of the previous annual certificate dated [] (*delete as necessary*)] to the date hereof, any Event of Default.

[In the event that an Event of Default occurred at any time between the Issue Date or the previous certificate, to specify the same and the steps taken to remedy the Event of Default]

Yours faithfully,

.....
Name:
For and on behalf of
Pacific & Orient Insurance Co.
Berhad

.....
Name:
For and on behalf of
Pacific & Orient Insurance Co.
Berhad

