

Execution Copy

Dated **18 AUG 2020**

SUNREIT Capital Berhad
(Company No. 201001043706 (927634-X))
(as Issuer)

And

RHB Trustees Berhad
(Company No. 200201005356 (573019-U))
(as REIT Trustee)

And

Sunway REIT Management Sdn Bhd
(Company No. 200801005046 (806330-X))
(as REIT Manager)

And

PB Trustee Services Berhad
(Company No. 196801000374 (7968-T))
(as Trustee)

SUPPLEMENTAL TRUST DEED

to the Trust Deed dated 25 March 2019 in relation to
Commercial Papers Programme of up to RM3.0 billion in
nominal value

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THIS SUPPLEMENTAL TRUST DEED is made on the **18 AUG 2020** 2020

Between:

- (1) **SUNREIT CAPITAL BERHAD** (Company No. 201001043706 (927634-X)), a company incorporated in Malaysia and having its registered address at Level 16, Menara Sunway, Jalan Lagoon Timur, Bandar Sunway, 47500 Subang Jaya, Selangor (the "Issuer");
- (2) **RHB TRUSTEES BERHAD** (Company No. 200201005356 (573019-U)), a company incorporated in Malaysia and having its registered address at Level 10, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, in its capacity as trustee of SUNREIT (as defined below) (the "REIT Trustee");
- (3) **SUNWAY REIT MANAGEMENT SDN BHD** (Company No. 200801005046 (806330-X)), a company incorporated in Malaysia and having its registered address at Level 16, Menara Sunway, Jalan Lagoon Timur, Bandar Sunway, 47500 Subang Jaya, Selangor in its capacity as manager of SUNREIT (the "REIT Manager"); and
- (4) **PB TRUSTEE SERVICES BERHAD** (Company No. 196801000374 (7968-T)), a company incorporated in Malaysia and having its registered address at 17th Floor, Menara Public Bank, 146 Jalan Ampang, 50450 Kuala Lumpur, in its capacity as trustee for the CPholders (as herein defined) (the "Trustee").

Whereas:

- (A) This Supplemental Trust Deed is supplemental to the Trust Deed dated 25 March 2019 ("Trust Deed") made between the Issuer, the REIT Trustee, the REIT Manager and the Trustee, in relation to the commercial papers programme of up to Ringgit Malaysia Three Billion (RM3,000,000,000.00) in nominal value ("CP Programme") established by the Issuer.
- (B) The parties have agreed to revise the ratio of the total loans to the security value in relation to the security securing the CP Programme and the Pari Passu Debt ("Revision").
- (C) The Issuer, the REIT Trustee, the REIT Manager and the Trustee are entering into this Supplemental Trust Deed to give effect to the Revision.

Now it is hereby agreed as follows:

1 Definition and Interpretations

- 1.1 Unless otherwise defined in this Supplemental Trust Deed, words and expressions defined in the Trust Deed shall have the same meanings when used or referred to herein.
- 1.2 In this Supplemental Trust Deed, the term "Effective Date" means the date of this Supplemental Trust Deed.

- 1.3 References in the Trust Deed to “this Deed” shall, with effect from the Effective Date and unless the context otherwise requires, be references to the Trust Deed as amended by this Supplemental Trust Deed and words such as “herein”, “hereof”, “hereafter”, “hereunder”, “hereby” and “hereto”, where they appear in the Trust Deed shall be construed accordingly.

2 Amendments

The parties to the Trust Deed hereby agree that from the Effective Date, the Trust Deed shall be amended as follows:

2.1 Clause 1.1 of the Trust Deed

- (a) The definition of “Permitted Security Interest” under clause 1.1 (*Definitions*) of the Trust Deed shall be deleted in its entirety and replaced as follows:

“Permitted Security Interest means:

- (a) the relevant Security Interest created by the REIT Trustee and the Issuer to secure the CPs;
- (b) such first ranking Security Interest created or to be created by the REIT Trustee over the Newly Acquired Properties and their cashflow and income and designated bank accounts, in favour of or for the benefit of New Financiers, and security over the same assets for the benefit of the CPholders;
- (c) such security created or to be created by the REIT Trustee over the assets securing the CP Programme to secure New Debts provided that the ratio of the Total Loans to the Security Value shall not exceed 50% and provided that if such New Debts shall rank pari passu with the CP Programme, the REIT Trustee shall grant pari passu security over all assets (if any) securing the New Debt, in favour of the CPholders;

2.2 Clause 12.1(a)(xiv) of the Trust Deed

Clause 12.1(a)(xiv) of the Trust Deed shall be deleted in its entirety and replaced as follows:

“(xiv) shall ensure that the ratio of the Total Loans to the Security Value shall not exceed fifty per centum (50%) at all times;”

2.3 Clause 12.2(a)(xii) of the Trust Deed

Clause 12.2(a)(xii) of the Trust Deed shall be deleted in its entirety and replaced as follows:

“(xii) shall ensure that the ratio of the Total Loans to the Security Value shall not exceed fifty per centum (50%) at all times;”

2.4 Clause 12.3(a)(xiii) of the Trust Deed

Clause 12.3(a)(xiii) of the Trust Deed shall be deleted in its entirety and replaced as follows:

“(xiii) shall ensure that the ratio of the Total Loans to the Security Value shall not exceed fifty per centum (50%) at all times;”

2.5 Schedule 5 of the Trust Deed

The second paragraph of Part A of Schedule 5 of the Trust Deed shall be deleted in its entirety and replaced as follows:

“Such security created or to be created by the REIT Trustee over assets securing the CP Programme, to secure New Debts PROVIDED THAT the ratio of the Total Loans to the Security Value shall not exceed 50% and provided that if such New Debts shall rank pari passu with the CP Programme as Pari Passu Debt, the REIT Trustee shall grant pari passu security over all assets (if any) securing the New Debt, in favour of the holders of the CPs.”

3. General

3.1 Continuance of the Trust Deed

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

3.2 Inconsistencies

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

3.3 Issuer's Representations and Warranties

The Issuer represents and warrants to the Trustee that:

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

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

3.4 Governing Law

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

3.5 Binding Effect

This Supplemental Trust Deed shall benefit and be binding on the parties hereto and their respective successors, and any permitted assigns or transferees of some or all of the Trustee's rights or obligations under this Supplemental Trust Deed made in accordance with the provisions of this Supplemental Trust Deed.

3.6 Stamp Duty Declaration

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

Execution

The Issuer


The Common Seal of **SUNREIT CAPITAL BERHAD** (Company No. 201001043706 (927634-X)) was affixed here in the presence of:



Director

Name: Ng Tiong Lip

NRIC/ Passport No: 561005-10-5865



Director / Company Secretary

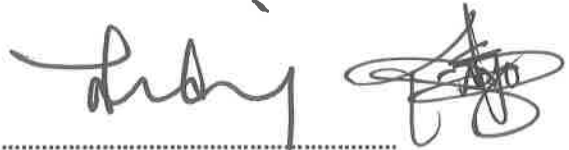
Name: Tan Kim Aun

NRIC / Passport No: 620612-07-5423

The REIT Trustee

Signed by

For and on behalf of **RHB TRUSTEES
BERHAD** (Company No.
200201005356 (573019-U)) was affixed
here in the presence of:



Authorised Signatory

Name:

NRIC / Passport No:

TONY CHIENG SIONG UNG
(NRIC NO.: 730508-13-5227)

LEE YIT CHENG
751022-14-5188

RHB TRUSTEES BERHAD (573019-U)
(as trustee for SUNWAY REIT)
Level 11, Tower Three,
RHB Centre, Jalan RHB Mesra,
CASA MIRA, Cyberjaya, Malaysia.
Tel: +603-8220 5000 Fax: +603-8220 5934

The REIT Manager

Signed by

For and on behalf of **SUNWAY REIT
MANAGEMENT SDN BHD**
(Company No. 200801005046 (806330-
X)) was affixed here in the presence of:



Director

Name: Ng Tiong Lip

NRIC / Passport No: 561005-10-5865



Director / Company Secretary

Name: Tan Kim Aun

NRIC / Passport No: 620612-07-5423

The Trustee

The Common Seal of **PB TRUSTEE SERVICES BERHAD** (Company No. 196801000374 (7968-T)) was affixed here in the presence of:



Director

Name: YIK SOOK LING

NRIC / Passport No: 691124-10-5628



Authorised Signatory

Name: CHEAH KUAN YOON

NRIC / Passport No: 770913-04-5459