

Dated this day of **8 MAR** 2021

**SUKUK MURABAHAH PROGRAMME OF UP TO RM2,150,000,000.00 IN NOMINAL
VALUE (UPSIZED FROM RM1,900,000,000.00 IN NOMINAL VALUE) BASED ON THE
SHARIAH PRINCIPLE OF MURABAHAH (VIA TAWARRUQ ARRANGEMENT)**

SUPPLEMENTAL TRUST DEED

Between

PELABUHAN TANJUNG PELEPAS SDN BHD
(Registration No. 199401043031 (328719-K))
("Issuer")

And

MALAYSIAN TRUSTEES BERHAD
(Registration No. 197501000080 (21666-V))
("Sukuk Trustee")

Albar & Partners
Advocates & Solicitors
Kuala Lumpur
Malaysia

Pelabuhan Tanjung Pelepas Sdn Bhd
(Registration No. 199401043031 (328719-K))
Sukuk Murabahah Programme of up to
RM2,150,000,000.00 in nominal value
(upsized from RM1,900,000,000.00 in
nominal value)
- Supplemental Trust Deed

SUPPLEMENTAL TRUST DEED

THIS SUPPLEMENTAL TRUST DEED is made on the day of **8 MAR** 2021

BETWEEN:

- (1) **PELABUHAN TANJUNG PELEPAS SDN BHD** (Registration No. 199401043031 (328719-K)), a company incorporated in Malaysia and having its registered address at Ground Floor, Wisma Budiman, Persiaran Raja Chulan, 50200 Kuala Lumpur, Malaysia and includes its successor-in-title ("Issuer"); and
- (2) **MALAYSIAN TRUSTEES BERHAD** (Registration No. 197501000080 (21666-V)), a trust corporation registered under the Trust Companies Act 1949 and incorporated in Malaysia and having its registered address at Level 10, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia and its business address at Level 11, Tower Three, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia ("Sukuk Trustee").

WHEREAS:

- (A) The Issuer and the Sukuk Trustee had entered into a trust deed dated 2 June 2020 ("Trust Deed", which expression shall include the amendments made pursuant to this Supplemental Trust Deed and any other amendment(s) or variation(s) thereof and addition(s) thereto and any other instrument(s) executed supplemental thereto or in substitution thereof) in relation to the Sukuk Murabahah (as defined therein) issued and to be issued by the Issuer under the Islamic medium term notes programme of up to Ringgit Malaysia One Billion Nine Hundred Million (RM1,900,000,000.00) in Nominal Value (as defined therein) based on the Shariah principle of Murabahah (via Tawarruq arrangement).
- (B) The Issuer proposes to upsize the programme limit of the Islamic medium term notes programme of up to Ringgit Malaysia One Billion Nine Hundred Million (RM1,900,000,000.00) in Nominal Value based on the Shariah principle of Murabahah (via Tawarruq arrangement) to the upsized programme limit of Ringgit Malaysia Two Billion One Hundred Fifty Million (RM2,150,000,000.00) in Nominal Value.
- (C) The parties hereby agree to amend, vary and modify the Trust Deed in the manner as set out herein.
- (D) This Supplemental Trust Deed is supplemental to the Trust Deed.



NOW IT IS HEREBY AGREED as follows:

INTERPRETATION

- 1.1 In this Supplemental Trust Deed, unless the context otherwise requires and save as specifically defined in this Supplemental Trust Deed, words, expressions and all capitalised words defined in the Trust Deed shall have the same meanings when used in this Supplemental Trust Deed.

VARIATION OF TERMS

- 2.1 Subject to the provisions of this Supplemental Trust Deed and in consideration of the terms herein contained, the parties hereby mutually agree that the Trust Deed shall, from the date of this Supplemental Trust Deed, be varied and amended in the following manner:

- (a) all references to Ringgit Malaysia One Billion Nine Hundred Million (RM1,900,000,000.00) being the existing programme limit of the Sukuk Murabahah Programme contained in the Trust Deed shall be deleted in their entirety and replaced with Ringgit Malaysia Two Billion One Hundred Fifty Million (RM2,150,000,000.00) being the upsized programme limit of the Sukuk Murabahah Programme;

- (b) the definition of “**Sukuk Murabahah Programme Limit**” contained in clause 1.1 of the Trust Deed shall be deleted in its entirety and replaced with the following:

“means subject to the Upsizing Option, Ringgit Malaysia Two Billion One Hundred Fifty Million (RM2,150,000,000.00) in Nominal Value (upsized from Ringgit Malaysia One Billion Nine Hundred Million (RM1,900,000,000.00) in Nominal Value) and where the context so requires, references to “**Sukuk Murabahah Programme Limit**” shall mean collectively, the aggregate of the original programme limit of Ringgit Malaysia Two Billion One Hundred Fifty Million (RM2,150,000,000.00) in Nominal Value (upsized from Ringgit Malaysia One Billion Nine Hundred Million (RM1,900,000,000.00) in Nominal Value) together with any upsized programme limit and any other further upsized programme limit;”;

- (c) the definition of “**Commodity Buyer**” contained in clause 1.1 of the Trust Deed shall be deleted in its entirety and replaced with the following:

“means **BURSA MALAYSIA ISLAMIC SERVICES SDN BHD** (Registration No. 200901010654 (853675-M)) and/or commodity vendor(s) in any other independent commodity trading platform acceptable to the Shariah Adviser, which shall be identified prior to each issuance of the Sukuk Murabahah;”;



- (d) the definition of “**Guidelines on LOLA Framework**” contained in clause 1.1 of the Trust Deed shall be deleted in its entirety and replaced with the following:

“means the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework issued by the Securities Commission on 9 March 2015, effective on 15 June 2015 and revised on 12 November 2020 and as amended or modified or revised or substituted from time to time by the Securities Commission;” and

- (e) the definition of “**Interested Person**” contained in clause 1.1 of the Trust Deed shall be deleted in its entirety and replaced with the following:

“includes directors, major shareholders and chief executive officer or such other category of persons as prescribed under the Securities Commission’s Guidelines on Trust Deeds, as may be amended from time to time;”.

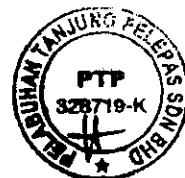
- 2.2 The parties hereby mutually agree that all references to Ringgit Malaysia One Billion Nine Hundred Million (RM1,900,000,000.00) being the existing programme limit of the Sukuk Murabahah Programme contained in all the Transaction Documents shall be deleted in their entirety and replaced with Ringgit Malaysia Two Billion One Hundred Fifty Million (RM2,150,000,000.00) being the upsized programme limit of the Sukuk Murabahah Programme.

REPRESENTATIONS AND WARRANTIES

- 3.1 The Issuer hereby represents and warrants that:

- (a) it has full power, authority and legal right to execute and deliver this Supplemental Trust Deed and to perform and observe the terms and conditions of this Supplemental Trust Deed;
- (b) this Supplemental Trust Deed constitutes valid and legally binding obligations of the Issuer enforceable in accordance with its terms; and
- (c) all necessary corporate and other relevant actions have been taken to authorise, and all relevant consents and approvals of any administrative, governmental or other authority or body in Malaysia have been duly obtained and are in full force and effect which are required to authorise the Issuer to execute and deliver this Supplemental Trust Deed in accordance with its terms.

- 3.2 The representations and warranties contained herein and in the Trust Deed shall survive the signing and delivery of this Supplemental Trust Deed.



INVALIDITY OF ANY PROVISION

- 4.1 If any of the provisions of this Supplemental Trust Deed becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and shall continue in full force and effect.

INCORPORATION OF PROVISIONS OF TRUST DEED

- 5.1 Except as specifically amended hereby, all terms and conditions of the Trust Deed shall remain in full force and effect, and the Trust Deed and this Supplemental Trust Deed shall from the date hereof, be read as a single integrated document incorporating the amendments, modifications and amplifications effected hereby.
- 5.2 In the event of any conflict or inconsistencies between the provisions of the Trust Deed and this Supplemental Trust Deed, the provisions of this Supplemental Trust Deed shall prevail in respect of the variations and amendments as set out herein.

GOVERNING LAW AND JURISDICTION

- 6.1 This Supplemental Trust Deed shall be governed by, and construed in accordance with, the laws of Malaysia. The parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Malaysia.

STAMP DUTY DECLARATION

- 7.1 IT IS HEREBY DECLARED that this Supplemental Trust Deed constitutes one of the several instruments employed to facilitate the issue of the Sukuk Murabahah by the Issuer which has been sanctioned by the Securities Commission and is hereby exempted from stamp duty pursuant to the provisions of the Stamp Duty (Exemption) (No. 23) Order 2000 [P.U.(A)241/2000] and as amended by the Stamp Duty (Exemption) (No. 3) (Amendment) Order 2005 [P.U.(A)313/2005].

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Pelabuhan Tanjung Pelepas Sdn Bhd
(Registration No. 199401043031 (328719-K))

Sukuk Murabahah Programme of up to
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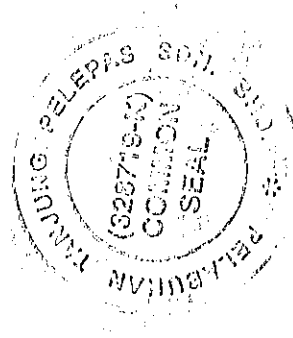
- Supplemental Trust Deed

IN WITNESS WHEREOF this Supplemental Trust Deed has been executed by the parties hereto the day and year first above written.

THE ISSUER

The execution of this instrument by
PELABUHAN TANJUNG PELEPAS SDN BHD
(Registration No. 199401043031 (328719-K))
was duly effected in a manner authorised by
its constitution under Common Seal
which said Seal was duly affixed
here in the presence of:

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)
)




XDF

Director

BADRULHISYAM BIN FAUZI



Director/Secretary

SAZLIN AYESHA BINTI ABDUL SAMAT

Pelabuhan Tanjung Pelepas Sdn Bhd
(Registration No. 199401043031 (328719-K))

Sukuk Murabahah Programme of up to
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THE SUKUK TRUSTEE

SIGNED BY

for and on behalf of

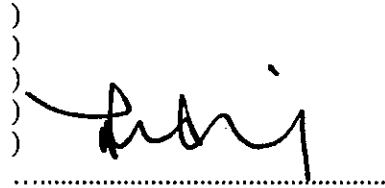
MALAYSIAN TRUSTEES BERHAD

(Registration No. 197501000080 (21666-V))

in the presence of:



NURAITUL MASNI BINTI JAMALUDDIN
831004-08-5660



Authorised Signatory

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



Authorised Signatory

Name: MOHD SOFIAN BIN KAMARUDDIN
NRIC No.: 710711-05-5013

Dated this day of **8 MAR** 2021

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Between

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Kuala Lumpur
Malaysia
(Ref: LT/LCP/TYY/20200040)