

C.C **ABHC Sukuk Berhad**
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No. 1 & 3, Jalan P. Ramle
50250 Kuala Lumpur
Malaysia
Attn: Ms. Wei Mun Loke

Fax: 03- 2026 1451**Joint Lead Arrangers/ Joint Lead Managers**

Hong Leong Islamic Bank Berhad
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Fax: 03-2163 5109

Attn: Mr. Hairil Nizam Bin Hamzah/ Syamsul Azuan Bin Ahmad Fauzi/ Nor Halina Binti Shahril

HSBC Amanah Malaysia Berhad
11th Floor, North Tower 2, HSBC Building
No. 2, Leboh Ampang
50100 Kuala Lumpur
Attn: Wynce Low / Mr. Raja Amir Shah

Fax: 03-2031 1075

Kenanga Investment Bank Berhad
10th Floor, Kenanga International,
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50250 Kuala Lumpur
Attn: Mr. Lawrence Leong Yew Choon/ Yong Chiew Ping

Fax: 03-2172 2994**Facility Agent**

HSBC Bank (Malaysia) Berhad
12th Floor, South Tower 2, HSBC Building
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Attn: Head of Corporate Trust and Loan Agency/ Ms. Janna Lam Yuet Chan

Fax: 03-2179 6488

Messrs. Lee Hishammuddin Allen & Gledhill
Level 16, Menara Tokio Marine Life
189, Jalan Tun Razak
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Attn: Mr. Megat Hizaini Hassan/Ms. Nurul Husna Binti Ahmad

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SUKUK WAKALAH OF UP TO RM1.0 BILLION IN NOMINAL VALUE
Issued by
ABHC Sukuk Berhad (Company No. 100531 0-H)

SUKUKHOLDERS RESOLUTION IN WRITING PURSUANT TO PARAGRAPH 23 OF SCHEDULE 4 OF THE TRUST DEED DATED 2 APRIL 2013 AND SUPPLEMENTAL TRUST DEED DATED 22 MAY 2014 BETWEEN ABHC SUKUK BERHAD, AL-BAYAN GROUP HOLDING COMPANY AND MALAYSIAN TRUSTEES BERHAD IN RELATION TO SUKUK WAKALAH PROGRAMME OF UP TO RM1.0 BILLION IN NOMINAL VALUE ISSUED BY ABHC SUKUK BERHAD

RESOLUTION IN WRITING

This resolution in writing is issued to the Sukukholders pursuant to Paragraph 23 of Schedule 4 of the Trust Deed dated 2 April 2013 as supplemented by the Supplemental Trust Deed dated 22 May 2014 (the Trust Deed as duly revised, varied and supplemented by the Supplemental Trust Deed is hereinafter referred to as the "Principal Trust Deed") entered into between ABHC Sukuk Berhad ("the Issuer"), Al-Bayan Group Holding Company ("the Obligor") and Malaysian Trustees Berhad ("the Delegated Trustee").

The Delegated Trustee is in receipt of a letter from the Obligor dated 19 December 2016 in which the Obligor has requested that the Sukukholders consider and if thought fit, to approve the Special resolutions set out below. Unless otherwise defined herein, all capitalized words appearing in this notice shall have the meaning ascribed in the Principal Trust Deed.

Pursuant to Paragraph 23 of Schedule 4 of the Principal Trust Deed, a resolution passed in writing signed by or on behalf of the Sukukholders holding not less than 90 percent of the Nominal Value of the Sukuk Wakalah for the time being outstanding shall for all purposes be valid and effective as a Special Resolution passed at a meeting of the Sukukholders duly convened and held in accordance with the provisions therein contained. Such resolution in writing may be contained in one document or in several documents signed by or on behalf of one or more of the relevant Sukukholders.

WHEREAS:

By a letter dated 19 December 2016 from the Obligor to the Delegated Trustee, the Obligor has requested for extension of the Maturity Date to 16 June 2017 and change in the Profit Rate in respect of the Sukuk Wakalah issued under the Global Certificate for Series No. 003 and variation of the terms and conditions of the Sukuk Wakalah Programme and such letter is annexed hereto as "Annexure A-1"

PURSUANT TO THE TERMS OF THE PRINCIPAL TRUST DEED, WE, THE SUKUKHOLDERS, HOLDERS OF THE SUKUK WAKALAH; HAVING CONSIDERED AND THOUGHT FIT, HEREBY RESOLVE AS FOLLOWS:

SPECIAL RESOLUTION

PROPOSED CHANGES TO MATURITY DATE AND PROFIT RATE, WAIVER OF DISSOLUTION EVENT IN RESPECT OF SUKUK WAKALAH ISSUED UNDER GLOBAL CERTIFICATE FOR SERIES NO. 003 UNDER THE SUKUK WAKALAH PROGRAMME, AND VARIATION OF THE TERMS AND CONDITIONS OF THE SUKUK WAKALAH PROGRAMME

- (a) THAT the Maturity Date of the Sukuk Wakalah issued under the Global Certificate for Series No. 003 by the Issuer will be extended to 16 June 2017.
- (b) THAT in view of the extension of the Maturity Date as described in paragraph (a) above, the Issuer shall ensure that the Minimum Required Balance in the FSRA in

respect of the Dissolution Distribution Amount in relation to the Maturity Date, is at least equivalent to:-

- i. 50% of the Nominal Value, if it is one (1) month prior to the relevant Maturity Date; and
 - ii. 100 % of the Nominal Value, if it is on the relevant Maturity Date.
- (c) THAT in view of the extension of the Maturity Date as described in paragraph (a) above, the Profit Rate of the Sukuk Wakalah issued under the Global Certificate for Series No. 003 by the Issuer shall be increased to 5.5 % per annum in respect of the period from 17 December 2016 to 16 June 2017.
- (d) THAT the dissolution of event arising pursuant to Clause 7.1(b) of the Trust Deed, due to default by the Issuer in payment by 16 December 2016 of the amount due and outstanding under the Sukuk Wakalah issued under the Global Certificate for Series No. 003 by the Issuer, is hereby waived. Notwithstanding such waiver, and for the avoidance of doubt, the Delegated Trustee is hereby authorised and empowered to exercise any of the powers granted to the Delegated Trustee under the Trust Deed in the event of any subsequent/other default on the part of the Issuer and/or the Obligor in respect of any of their respective obligations arising under the Sukuk Wakalah.
- (e) THAT all relevant provisions of the Trust Deed or other legal documents in relation to the Sukuk Wakalah Programme be varied and amended pursuant thereto and the Issuer may take all necessary actions to effect such variation and amendment to the Trust Deed or such other legal documents.
- (f) THAT the Delegated Trustee is hereby authorised and empowered to give effect to the above with full power to execute any supplemental trust deed and/or supplemental agreements, any discharge/reassignment or charge documents and/or any other agreement or other instruments (if required) and to take all reasonable steps and to do all acts and things in any manner as the Delegated Trustee deems fit or expedient for the benefit of the Sukukholders to give effect to such matters in respect of which the approval of the Sukukholders have been granted under the Special Resolutions referred to above.

SUBJECT TO THE FOLLOWING:

- (i) the Delegated Trustee shall not be liable or held responsible to the Sukukholders for any acts or omissions taken in connection with the negotiation, preparation, execution and/or perfection of any documents necessary in order to give effect to the authorities conferred on the Delegated Trustee pursuant to the Special Resolution mentioned and approved hereunder, provided that in so acting or omitting to act the Delegated Trustee has not acted fraudulently, in gross negligence or in wilful default; and
- (ii) the Delegated Trustee shall be indemnified in full to its satisfaction against all claims, liabilities, demands, charges, costs, expenses (including but not limited to legal costs on solicitor-client basis), actions, proceedings, suits, losses or damages incurred or suffered by the Delegated Trustee arising from the Special Resolution herein mentioned and approved hereunder, save and except where such claims, liabilities, demands, charges, costs, expenses, proceedings, actions, suits, losses or damages are incurred or arise as a result of gross negligence, wilful default or breach of trust on the part of the Delegated Trustee."

Agreed	Disagreed

Dated:

NO. OF SUKUK WAKLAH HELD

Authorised Signatory

Name

Designation

Name of Noteholder