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SOUTHERN POWER GENERATION SDN BHD
(Company No. 1198060-T)

SUPPLEMENTAL INFORMATION MEMORANDUM

PROPOSED ISSUE OR OFFER FOR SUBSCRIPTION OR PURCHASE OF OR INVITATION TO SUBSCRIBE FOR OR PURCHASE OF SUKUK BASED ON THE SHARIAH PRINCIPLE OF WAKALAH BI AL-ISTITHMAR (“SUKUK WAKALAH”) OF UP TO RINGGIT FOUR BILLION (RM4,000,000,000.00) IN NOMINAL VALUE

Principal Adviser



CIMB INVESTMENT BANK BERHAD
(COMPANY NO: 18417-M)

Joint Lead Arrangers and Joint Lead Managers



CIMB INVESTMENT BANK BERHAD
(COMPANY NO: 18417-M)



MAYBANK INVESTMENT BANK BERHAD (COMPANY NO: 15938-H)

This Supplemental Information Memorandum is dated 21 September 2017

IMPORTANT NOTICE

This Supplemental Information Memorandum is a supplement to, and has to be read in conjunction with, the Information Memorandum dated 19 September 2017. Save to the extent defined in this Supplemental Information Memorandum, all terms used in this Supplemental Information Memorandum shall have the same meanings as those defined or otherwise attributed meanings in the Information Memorandum dated 19 September 2017. To the extent that the Information Memorandum dated 19 September 2017 is inconsistent with this Supplemental Information Memorandum, this Supplemental Information Memorandum shall prevail.

RESPONSIBILITY STATEMENT

This Supplemental Information Memorandum has been approved by the board of directors of Southern Power Generation Sdn Bhd (Company No. 1198060-T) ("**SPG**" or the "**Issuer**") and they accept full responsibility for the accuracy of the information contained in this Supplemental Information Memorandum. To the best of the knowledge and belief of the Issuer, the information contained in this Supplemental Information Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information. The Issuer, having made all reasonable enquiries, confirms that this Supplemental Information Memorandum contains all information which is material in the context of the Sukuk based on the Shariah principle of Wakalah Bi Al-Istithmar ("**Sukuk Wakalah**") of up to Ringgit Four Billion (RM4,000,000,000.00) in nominal value, that the information contained in this Supplemental Information Memorandum is true and accurate in all respects and is not misleading, that the opinions and intentions expressed in this Supplemental Information Memorandum are honestly held and that there are no other facts the omission of which would make this Supplemental Information Memorandum or any of such information or the expression of any such opinions or intentions misleading.

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This Supplemental Information Memorandum may be sent to you in an electronic form. Distribution of the Supplemental Information Memorandum to any persons, other than the person receiving the electronic transmission from the Issuer, CIMB Investment Bank Berhad (Company No. 18417-M) ("**CIMB**") as the principal adviser ("**Principal Adviser**"), CIMB and Maybank Investment Bank Berhad (Company No. 15938-H) ("**Maybank IB**") as the joint lead arrangers and the joint lead managers ("**Joint Lead Arrangers**" and "**Joint Lead Managers**") and their respective agents and any person retained to advise the person receiving the electronic transmission with respect thereto, is unauthorised. The person receiving the electronic transmission from the Issuer, the Principal Adviser, the Joint Lead Arrangers, the Joint Lead Managers or their respective agents is prohibited from disclosing the Supplemental Information Memorandum, altering the contents of the Supplemental Information Memorandum or forwarding a copy of the Supplemental Information Memorandum or any portion thereof by electronic mail or otherwise to any person. By opening and accepting this electronic transmission of the Supplemental Information Memorandum, the recipient agrees to the foregoing.

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This Supplemental Information Memorandum may not be, in whole or in part, reproduced or used for any other purpose, or shown, given, copied to or filed with any other person including, without limitation, any government or regulatory authority except with the prior written consent of the Issuer or as required under Malaysian laws, regulations or guidelines.

This Supplemental Information Memorandum is being furnished on a private and confidential basis solely for the purpose of enabling investors to consider the purchase of the Sukuk Wakalah. It is a condition precedent for the Sukuk Wakalah to have been assigned a credit rating of at least AA-*IS* by Malaysian Rating Corporation Berhad. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the credit rating agency.

None of the information or data contained in this Supplemental Information Memorandum has been independently verified by the Principal Adviser, the Joint Lead Arrangers and the Joint Lead Managers. Accordingly, no representation, warranty or undertaking, express or implied, is given or assumed by the Principal Adviser, the Joint Lead Arrangers and the Joint Lead Managers as to the authenticity, origin, validity, accuracy or completeness of such information and data or that the information or data remains unchanged in any respect after the relevant date shown in this Supplemental Information Memorandum. The Principal Adviser, the Joint Lead Arrangers and the Joint Lead Managers have not accepted and will not accept any responsibility for the information and data contained in this Supplemental Information Memorandum or otherwise in relation to the Sukuk Wakalah and shall not be liable for any consequences of reliance on any of the information or data in this Supplemental Information Memorandum.

This Supplemental Information Memorandum is not and is not intended to be a prospectus. Unless otherwise specified in this Supplemental Information Memorandum, the information contained in this Supplemental Information Memorandum is correct as at the date hereof.

No person is authorised to give any information or data or to make any representation or warranty other than as contained in this Supplemental Information Memorandum and, if given or made, any such information, data, representation or warranty must not be relied upon as having been authorised by the Issuer, the Principal Adviser, the Joint Lead Arrangers, the Joint Lead Managers or any other person.

This Supplemental Information Memorandum has not been and will not be made to comply with the laws of any country (including its territories, all jurisdictions within that country and

any possession areas subject to its jurisdiction), other than Malaysia (“**Foreign Jurisdiction**”), and has not been and will not be lodged, registered or approved pursuant to or under any legislation (or with or by any regulatory authorities or other relevant bodies) of any Foreign Jurisdiction and it does not constitute an issue or offer of, or an invitation to subscribe for or purchase the Sukuk Wakalah or any other securities of any kind by any party in any Foreign Jurisdiction.

The distribution or possession of this Supplemental Information Memorandum in or from certain Foreign Jurisdictions may be restricted or prohibited by law. Each recipient is required by the Issuer, the Principal Adviser, the Joint Lead Arrangers and the Joint Lead Managers to seek appropriate professional advice regarding, and to observe, any such restriction or prohibition. Neither the Issuer, the Principal Adviser, the Joint Lead Arrangers nor the Joint Lead Managers accepts any responsibility or liability to any person in relation to the distribution or possession of this Supplemental Information Memorandum in or from any Foreign Jurisdiction.

By accepting delivery of this Supplemental Information Memorandum, each recipient agrees to the terms upon which this Supplemental Information Memorandum is provided to such recipient as set out in this Supplemental Information Memorandum, and further agrees and confirms that: (a) it will keep confidential all of such information and data, (b) it is lawful for the recipient to receive this Supplemental Information Memorandum and to subscribe for or purchase the Sukuk Wakalah under all jurisdictions to which the recipient is subject, (c) the recipient will comply with all the applicable laws in connection with such subscription or purchase of the Sukuk Wakalah, (d) the Issuer, the Principal Adviser, the Joint Lead Arrangers, the Joint Lead Managers and their respective directors, officers, employees, agents and professional advisers are not and will not be in breach of the laws of any jurisdiction to which the recipient is subject as a result of such subscription or purchase of the Sukuk Wakalah and they shall not have any responsibility or liability in the event that such subscription or purchase of the Sukuk Wakalah is or shall become unlawful, unenforceable, voidable or void, (e) it is aware that the Sukuk Wakalah can only be transferred or otherwise disposed of in accordance with the relevant selling restrictions and all applicable laws, (f) it has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of subscribing for or purchasing the Sukuk Wakalah and is able and prepared to bear the economic and financial risks of investing in or holding the Sukuk Wakalah, (g) it is a person falling within Section 2(6) of the Companies Act 2016 (as amended from time to time) (“**Companies Act**”); and Part 1 of Schedule 6 or Section 229(1)(b), and Part 1 of Schedule 7 or Section 230(1)(b), read together with Schedule 9 or Section 257(3) of the Capital Markets and Services Act 2007 (as amended from time to time) (“**CMSA**”) at issuance, and Section 2(6) of the Companies Act; and Part 1 of Schedule 6 or Section 229(1)(b) read together with Schedule 9 or Section 257(3) of the CMSA thereafter.

This Supplemental Information Memorandum is not intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer, the Principal Adviser, the Joint Lead Arrangers or the Joint Lead Managers that any recipient of this Supplemental Information Memorandum should purchase any of the Sukuk Wakalah. This Supplemental Information Memorandum is not a substitute for, and should not be regarded as, an independent evaluation and analysis and does not purport to be all-inclusive. Each investor contemplating purchasing any of the Sukuk Wakalah should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Issuer and/or the Sponsors (as defined below) and the terms of the offering of the Sukuk Wakalah, including the merits and risks involved.

Neither the distribution or delivery of this Supplemental Information Memorandum nor the offering, sale, transfer, delivery or otherwise disposal of any Sukuk Wakalah shall in any circumstance imply that the information contained herein concerning the Issuer, Tenaga Nasional Berhad (Company No. 200866-W) (“**TNB**”) and SIPP Energy Sdn Bhd (Company No. 858888-P) (“**SIPP**”) (TNB and SIPP shall collectively be referred to as the “**Sponsors**” hereinafter) is correct at any time subsequent to the date hereof or the date specified in this Supplemental Information Memorandum if a date is specified, or that any other information supplied in connection with the Sukuk Wakalah is correct as of any time subsequent to the date indicated in the document containing the same. Neither the Principal Adviser, the Joint Lead Arrangers, the Joint Lead Managers nor any other advisers for the Sukuk Wakalah undertake to review the financial condition or affairs of the Issuer and/or the Sponsors during the tenure of the Sukuk Wakalah or to advise any investor of the Sukuk Wakalah of any information coming to its attention. The recipient of this Supplemental Information Memorandum and potential investors should review, inter alia, the most recently published documents of the Issuer and/or the Sponsors when deciding whether or not to subscribe for or purchase the Sukuk Wakalah.

This Supplemental Information Memorandum includes certain historical information, estimates, or reports thereon derived from sources mentioned in this Supplemental Information Memorandum with respect to the economy, the business which the Issuer operates and certain other matters. Such information, estimates, or reports have been included solely for illustrative purposes. No representation or warranty is made as to the accuracy or completeness of any information, estimates and/or reports thereon derived from such sources or from other third party sources.

All discrepancies (if any) in the tables included in this Supplemental Information Memorandum between the listed amounts and totals thereof are due to, and certain numbers appearing in this Supplemental Information Memorandum are shown, after rounding.

ACKNOWLEDGMENT

The Issuer hereby acknowledges and authorises CIMB and Maybank IB as the Joint Lead Arrangers and the Joint Lead Managers to distribute this Supplemental Information Memorandum on a confidential basis to potential investors for the sole purpose of assisting such investors to decide whether to subscribe for or purchase any Sukuk Wakalah. At the point of issuance of the Sukuk Wakalah, the Sukuk Wakalah may only be offered, sold or transferred or otherwise disposed of, directly or indirectly, to persons falling within Section 2(6) of the Companies Act; and Part 1 of Schedule 6 or Section 229(1)(b) and Part 1 of Schedule 7 or Section 230(1)(b), read together with Schedule 9 or Section 257(3) of the CMSA.

STATEMENTS OF DISCLAIMER – SECURITIES COMMISSION MALAYSIA (“SC”)

In accordance with the CMSA, a copy of this Supplemental Information Memorandum will be deposited with the SC, who takes no responsibility for its contents.

The issue, offer or invitation in relation to the Sukuk Wakalah in this Supplemental Information Memorandum is subject to the fulfilment of various conditions precedent including without limitation the lodgement pursuant to the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework issued by the SC on 9 March 2015 (effective on 15 June 2015) and revised on 16 January 2017 (the “**LOLA Guidelines**”)

and each recipient of this Supplemental Information Memorandum acknowledges and agrees that the lodgement to the SC shall not be taken to indicate that the SC recommends the subscription or purchase of the Sukuk Wakalah.

The lodgement with the SC pursuant to the LOLA Guidelines in relation to the Sukuk Wakalah has been made on 14 September 2017.

The SC shall not be liable for any non-disclosure on the part of the Issuer and assumes no responsibility for the correctness of any statements made or opinions or reports expressed in this Supplemental Information Memorandum.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents published or issued from time to time after the date hereof shall be deemed to be incorporated in, and to form part of, this Supplemental Information Memorandum:

- (a) the most recently published annual audited consolidated and non-consolidated financial statements and, if published later, the most recently published interim consolidated and non-consolidated financial statements (if any) of the Issuer and the Sponsors; and
- (b) all supplements or amendments to this Supplemental Information Memorandum circulated by the Issuer, if any, save that any statement contained herein or in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Supplemental Information Memorandum to the extent that a statement contained in any such subsequent document which is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Supplemental Information Memorandum.

The Issuer will provide, without charge, to each person to whom a copy of this Supplemental Information Memorandum has been properly delivered, upon the request of such person, a copy of any or all of the documents deemed to be incorporated herein by reference unless such documents have been modified or superseded as specified above. Requests for such documents should be directed to the Issuer.

FORWARD LOOKING STATEMENTS

Certain statements in this Supplemental Information Memorandum are based on historical data, which may not be reflective of future results, and others are forward-looking in nature, which are subject to uncertainties and contingencies. All forward-looking statements are based on estimates and assumptions made by the Issuer and the Sponsors. Although the board of directors of the Issuer and the Sponsors believe that these forward-looking statements are reasonable, the statements are nevertheless subject to known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements to differ materially from the future results, performance or achievements expressed or implied in such forward-looking statements. In light of these and other uncertainties, the inclusion of forward-looking statements in this Supplemental Information Memorandum should not be regarded as a representation or warranty by the Issuer, the

Sponsors, its/their advisers, the Principal Adviser, the Joint Lead Arrangers or the Joint Lead Managers that the plans and objectives of the Issuer and the Sponsors will be achieved.

CONFIDENTIALITY

To the recipient of this Supplemental Information Memorandum

This Supplemental Information Memorandum and its contents are strictly confidential and the information herein contained is given to the recipient strictly on the basis that the recipient shall ensure the same remains confidential. Accordingly, this Supplemental Information Memorandum and its contents, or any information, which is made available to the recipient in connection with any further enquiries, must be held in complete confidence.

This Supplemental Information Memorandum is submitted to selected persons specifically in reference to the Sukuk Wakalah and may not be reproduced or used, in whole or in part, for any purpose, nor furnished to any person other than those to whom copies have been sent by the Principal Adviser, the Joint Lead Arrangers and the Joint Lead Managers.

In the event that there is any contravention of this confidentiality undertaking or there is reasonable likelihood that this confidentiality undertaking may be contravened, each of the Issuer, the Principal Adviser, the Joint Lead Arrangers and the Joint Lead Managers may, at its discretion, apply for any remedy available to the Issuer, the Principal Adviser, the Joint Lead Arrangers or the Joint Lead Managers (as the case maybe) whether at law or equity, including without limitation, injunctions. Each of the Issuer, the Principal Adviser, the Joint Lead Arrangers and the Joint Lead Managers is entitled to fully recover from the contravening party all costs, expenses and losses incurred and/or suffered, in this regard. For the avoidance of doubt, it is hereby deemed that this confidentiality undertaking shall be imposed upon the recipient, the recipient's professional advisers, directors, employees and any other persons who may receive this Supplemental Information Memorandum (or any part of it) from the recipient.

The recipient must return this Supplemental Information Memorandum and all reproductions thereof whether in whole or in part and any other information in connection therewith to the Principal Adviser, the Joint Lead Arrangers and the Joint Lead Managers promptly upon the Principal Adviser's, the Joint Lead Arrangers' or the Joint Lead Managers' request, unless that recipient provides proof of a written undertaking satisfactory to the Principal Adviser, the Joint Lead Arrangers and the Joint Lead Managers with respect to destroying these documents as soon as reasonably practicable after the said request from the Principal Adviser, the Joint Lead Arrangers and the Joint Lead Managers.

INVESTORS SHOULD RELY ON THEIR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THE INVESTMENT. EACH SERIES OF THE SUKUK WAKALAH WILL CARRY DIFFERENT RISKS AND ALL POTENTIAL INVESTORS ARE STRONGLY ENCOURAGED TO EVALUATE EACH SUKUK WAKALAH ON ITS OWN MERIT.

IT IS RECOMMENDED THAT PROSPECTIVE INVESTORS CONSULT THEIR FINANCIAL, LEGAL AND OTHER ADVISERS BEFORE PURCHASING OR ACQUIRING OR SUBSCRIBING TO THE SUKUK WAKALAH.

Section 1

Amendments to the Information Memorandum

1.1 Amendments to the Information Memorandum

1.1.1 Amendments to Section 6.6.2 (EPC Contract)

The section under the header "*Liquidated Damages*" under Section 6.6.2 (EPC Contract) of the Information Memorandum dated 19 September 2017 is hereby amended and varied with the amendments highlighted in bold italic as follows:

"Liquidated Damages

Performance Liquidated Damages

If the EPC Contractor is unable to demonstrate during the respective performance guarantee tests that the Plant has achieved any of the performance guarantees listed in the EPC Contract in respect of which performance liquidated damages are payable, the EPC Contractor will pay to the Project Company:

- (a) liquidated damages for failure to achieve the guaranteed net heat rate at the rate of Ringgit Five Million (RM5,000,000.00) per kJ/kWh above the guaranteed net heat rate. The Minimum Acceptance Criteria for net heat rate is a ***minimum maximum*** of one hundred and five percent (105%) of the guaranteed net heat rate for the Plant.
- (b) liquidated damages for failure to achieve the guaranteed net electrical output, at the rate of Ringgit Eight Thousand Eight Hundred (RM8,800.00) per kW below the guaranteed net electrical output. The Minimum Acceptance Criteria for power output is a ***maximum minimum*** of ninety five percent (95%) of the guaranteed net electrical output.

Performance liquidated damages (heat rate and capacity/output combined) will be subject to an aggregate cap of twenty percent (20%) of the EPC Contract Price.

Delay Liquidated Damages

Damages for delay between the respective Guaranteed Completion Dates and the certified Commercial Operation Date for each Generating Block are as follows:

- (a) if COD for the First Generating Block does not occur on or before the Scheduled Commercial Operation Date, the rate of delay liquidated damages will be Ringgit One Million One Hundred Thousand (RM1,100,000.00) per day until the earlier of (i) the COD of that Generating Block; (ii) the date on which the EPC Contract is terminated by the Project Company; and (c) one hundred and eighty (180) days after the Scheduled Commercial Operation Date.
- (b) if COD for the Second Generating Block does not occur on or before the Scheduled Commercial Operation Date, the rate of delay liquidated damages will be Ringgit One Million One Hundred Thousand (RM1,100,000.00) per day until the earlier of (i) the COD of that Generating Block; (ii) the date on which

the EPC Contract is terminated by the Project Company; and (c) one hundred and eighty (180) days after the Scheduled Commercial Operation Date.

The delay liquidated damages set out in items (a) and (b) above will be cumulative and will be subject to an aggregate cap of fifteen percent (15%) of the EPC Contract Price.”

1.1.2 Amendments to Section 7.3.1 (Pre-Completion Risk)

Sub-section (h) (*EPC Contractor Performance and Termination*) under Section 7.3.1 (Pre-Completion Risk) of the Information Memorandum dated 19 September 2017 is hereby deleted in its entirety and substituted with the following:

“(h) EPC Contractor Performance and Termination

The EPC Contractor, which includes GE as an offshore equipment supplier, and GEPSM as the technical leader and an onshore services and equipment supplier, has experience in all aspects of designing and building gas-fired plants. While there is a risk that the EPC Contractor may not be able to complete the Project within the agreed costs, scheduled time and deliver the guaranteed performance, the Technical Adviser believes that this is a low risk, as both CTCI and GE have a track record of completing projects in Malaysia. In addition, in the event the EPC Contractor fails to deliver the guaranteed performance, such risks may be mitigated by the performance bond to be obtained by the EPC Contractor under the EPC Contract for an amount equal to twenty five percent (25%) of the total amount of each currency comprising the EPC Contract Price until the Provisional Acceptance Date (as defined in the EPC Contract) and five percent (5%) of the total amount of each currency comprising the EPC Contract Price thereafter, which shall remain valid until thirty (30) days after the end of the scheduled final Defects Liability Period (as defined in the EPC Contract) under the EPC Contract. The Project Company also is entitled to liquidated damages payable for performance shortfall by the EPC Contractor (subject to a maximum liability of twenty percent (20%) of the EPC Contract Price).

The total cumulative liability of the EPC Contractor to the Project Company for all claims, losses and damages resulting from the performance or non-performance of the works under the EPC Contract or otherwise under or in connection with the EPC Contract (including liquidated damages) is capped at the EPC Contract Price.

If the Project Company chooses to terminate the EPC Contract due to an event of default by the EPC Contractor, the EPC Contractor is liable to pay the Project Company, amongst others, all costs incurred by the Project Company to complete the works under the EPC Contract.”

1.1.3 Amendments to Appendix 1 (Base Case Cashflow Projections)

Appendix 1 (Base Case Cashflow Projections) of the Information Memorandum dated 19 September 2017 is hereby deleted in its entirety and substituted with the revised Appendix 1 (Base Case Cashflow Projections) as set out in Appendix 1 of this Supplemental Information Memorandum.

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