

**PROPOSED ISSUANCE OF ISLAMIC MEDIUM TERM NOTES UNDER THE MULTI-CURRENCY ISLAMIC MEDIUM TERM NOTES PROGRAMME OF UP TO RM7.0 BILLION IN NOMINAL VALUE (OR ITS EQUIVALENT IN USD)**

**LODGEMENT FORM TO THE SECURITIES COMMISSION FOR THE ISLAMIC MEDIUM TERM NOTES UNDER THE MULTI-CURRENCY ISLAMIC TERM NOTES PROGRAMME (“MULTI-CURRENCY SUKUK PROGRAMME”)**

	Other terms and conditions	
	a) <b>Details on Utilisation of Proceeds by Issuer</b>	<p>The proceeds of the Sukuk Murabahah issuance shall be utilised for the following Shariah-compliant purposes:</p> <ul style="list-style-type: none"> <li>(i) To refinance (in whole or in part) the Islamic Facility; and/or</li> <li>(ii) To advance to the Group (via Shariah compliant financing arrangement(s) to be entered into between the Issuer and such member of the Group) to finance the capital expenditure, expansion and working capital requirements of the Group’s oil and gas related businesses (including to refinance any financings in relation thereto).</li> </ul> <p>For the avoidance of doubt, all matured Sukuk Murabahah may be refinanced via proceeds from issuance of new Sukuk Murabahah.</p>
	b) <b>Identified Assets</b>	<p>Shariah-compliant commodities which may include but not limited to crude palm oil or such other acceptable commodities (excluding ribawi items in the category of medium of exchange such as currency, gold and silver) which are provided through the commodity trading platform (Bursa Suq Al- Sila’) as approved by the Shariah Adviser which will be identified at or around the time of issuance of the Sukuk Murabahah (“<b>Commodities</b>”).</p>
	c) <b>Purchase and selling price/rental</b>	<p><u>Commodity Purchase Price</u></p> <p>The Commodity Purchase Price shall be equal to the proceeds of the Sukuk Murabahah. The Commodity Purchase Price shall comply with the asset pricing requirements (“<b>Asset Pricing Requirements</b>”) as provided in Section C of the SC Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework for Private Debt Securities and Sukuk.</p> <p><u>Deferred Sale Price</u></p> <p>The Deferred Sale Price shall comprise Commodity Purchase Price plus a profit margin (as detailed in the relevant Transaction Documents) of the relevant Sukuk Murabahah payable on a deferred payment basis and will</p>

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		be determined prior to the sale of the Commodities to the Purchaser.
	<b>d) Profit/coupon/rental rate (fixed or floating)</b>	<p>The Sukuk Murabahah may be issued with or without periodic profit payments (“<b>Periodic Profit Payments</b>”). The profit rate for the Sukuk Murabahah (if applicable) can be fixed or floating rate and shall be determined prior to or at the point of issuance.</p> <p>In the case of Sukuk Murabahah issued on a floating rate basis, the profit rate for the Sukuk Murabahah shall be a credit spread (%) per annum (to be determined prior to each issuance) above a reference rate to be mutually agreed between the Issuer and Lead Manager(s) / investors.</p>
	<b>e) Profit/coupon/rental payment frequency</b>	<p>Not applicable for Sukuk Murabahah issued without Periodic Profit Payments.</p> <p>For Sukuk Murabahah issued at par, at premium or at discount, with Periodic Profit Payments, the Periodic Profit Payments shall be payable semi-annually or such other frequency as may be agreed between the Issuer and the Lead Manager.</p>
	<b>f) Profit/coupon/rental payment basis</b>	Actual / 365 days (for RM Sukuk Murabahah) / 360 days (for USD Sukuk Murabahah).
	<b>g) Listing status and types of listing, where applicable</b>	The Sukuk Murabahah will not be listed on Bursa Malaysia Securities Berhad or any other stock exchanges.
	<b>h) Transaction Documents</b>	<p>Such documentation shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>(i) Agency Agreement;</li> <li>(ii) Commodity Murabahah Master Agreement;</li> <li>(iii) CTP Purchase Agreement;</li> <li>(iv) CTP Sale Agreement;</li> <li>(v) Sale and Purchase Agreement;</li> <li>(vi) Programme Agreement;</li> <li>(vii) Trust Deed incorporating the Guarantees;</li> <li>(viii) Security Documents;</li> <li>(ix) Letter of Undertaking in agreed form to be issued by the Parent in favour of the Sukuk Trustee;</li> <li>(x) Intercreditor Agreement; and</li> </ul>

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		(xi) Any other agreements entered into or to be entered into by the Issuer for the purposes of or in connection with the Multi-Currency Sukuk Programme.
	<b>i) Redemption Maturity at</b>	Unless previously redeemed or purchased and cancelled, the Sukuk Murabahah shall be redeemed by the Issuer at 100% of their nominal value on their respective maturity date(s).
	<b>j) Purchase and Cancellation</b>	The Issuer may at any time purchase the Sukuk Murabahah at any price in the open market or by private treaty and such Sukuk Murabahah purchased shall be cancelled and could not be resold/reissued.
	<b>k) Trustees' Reimbursement Account</b>	The Issuer shall open and maintain a Shariah compliant account designated as "Trustees' Reimbursement Account for Sukukholders' Actions" (as required under the SC's Trust Deeds Guidelines revised on 12 July 2011 and effective on 12 August 2011 (" <b>Trust Deeds Guidelines</b> ")), in which a sum of RM30,000.00 is to be deposited (" <b>Trustees' Reimbursement Account</b> "). The Trustees' Reimbursement Account shall be operated by the Sukuk Trustee and the monies shall only be used strictly by the Sukuk Trustee in carrying out its duties in relation to the occurrence of Events of Default or enforcement events which are provided in the Trust Deed. The sum of RM30,000.00 in the Trustees' Reimbursement Account shall be maintained at all times throughout the tenure of the Multi-Currency Sukuk Programme.
	<b>l) Status and Ranking</b>	The Sukuk Murabahah issued pursuant to the relevant Transaction Documents will constitute direct, unsubordinated, secured and unconditional obligations of the Issuer ranking <i>pari-passu</i> without any preference or priority among themselves subject to those preferred by law and the Transaction Documents.
	<b>m) Expenses</b>	All expenses including but not limited to legal fees, stamp duty, out-of-pocket expenses and other costs, which are reasonably incurred in arranging this financing whether on an abortive basis or otherwise, shall be for the account of the Issuer and on a full indemnity basis.
	<b>n) Ta'widh (Compensation)</b>	In the event of delay in payments of the Deferred Sale Price, the Purchaser shall pay to the Sukuk Trustee (acting on behalf of the Sukukholders) <i>Ta'widh</i> (compensation) on such delayed payments at the rate and in the manner prescribed by SC's SAC from time to time.
	<b>o) Taxation</b>	All payments shall be made free and clear of all present and

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		future taxes, duties, withholdings or other deductions whatsoever imposed by the Government or any political sub-division or tax authority thereof, unless such withholding or deduction is required by law. If such a deduction is required by law, the Issuer will make such additional payments as are necessary to cause the participating Sukukholders under the Multi-Currency Sukuk Programme to receive the net amount that they would otherwise have received.
	<b>p) Other Conditions</b>	The Sukuk Murabahah issued under the Multi-Currency Sukuk Programme shall at all times be governed by the guidelines issued and to be issued from time to time by the SC and BNM over matters pertaining to the Sukuk Murabahah and the MyClear Rules and Procedures.