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Restrictions: Nothing in this electronic transmission constitutes an offer of securities for sale in any jurisdiction where such offer or sale is not permitted. Any securities to be issued will not be registered under the Securities Act and may not be offered or sold in the United States or to or for the account or benefit of U.S. persons unless registered under the Securities Act or pursuant to an exemption from such registration. If you have gained access to this transmission contrary to the foregoing restrictions, you will be unable to purchase any of the securities.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and CIMB Bank (L) Limited, Deutsche Bank AG, Hong Kong Branch, Merrill Lynch (Singapore) Pte. Ltd. or any of their respective affiliates is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by CIMB Bank (L) Limited, Deutsche Bank AG, Hong Kong Branch, Merrill Lynch (Singapore) Pte. Ltd. or such affiliate in such jurisdiction.

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Bagan Capital Ltd
Company No. LL12982

(incorporated in the Federal Territory of Labuan, Malaysia with limited liability under the Labuan Companies Act, 1990)

U.S.\$398,800,000

Exchangeable Trust Certificates due 2021

exchangeable into ordinary shares of par value of H.K.\$0.10 each of

Beijing Enterprises Water Group Limited

(incorporated in Bermuda with limited liability under the Companies Act 1981 (as amended))

with recourse to



**KHAZANAH
NASIONAL**

Khazanah Nasional Berhad

Company No. 275505-K

(incorporated in Malaysia with limited liability under the Companies Act, 1965)

Issue price: 100 per cent.

The U.S.\$398,800,000 Exchangeable Trust Certificates due 2021 (the “**Certificates**”) of Bagan Capital Ltd (the “**Issuer**”) will be constituted by a trust deed (the “**Trust Deed**”) dated on or about 23 September 2016 (the “**Closing Date**”) between the Issuer and The Bank of New York Mellon, London Branch (the “**Trustee**”).

Pursuant to a wakalah agreement to be entered into between the Issuer and Khazanah Nasional Berhad (the “**Obligor**”) (in such capacity, the “**Wakeel**”) on the Closing Date in respect of the Certificates (the “**Wakalah Agreement**”), the Issuer (on behalf of the Certificateholders) shall appoint the Wakeel as its agent and shall instruct the Wakeel to perform certain duties in respect of the Wakalah Venture (as defined in the terms and conditions of the Certificates (the “**Conditions**”)) in accordance with the terms of the Wakalah Agreement and the Investment Plan (as defined in the Conditions). The Wakalah Agreement requires the Wakeel to ensure satisfaction of certain conditions relating to the preservation of the value of the Investments (as defined in the Conditions) comprised in the Wakalah Venture (the “**Investment Conditions**”). The Investment Conditions require the Wakeel to, *inter alia*, (i) ensure that all assets comprised in the Wakalah Venture are Shariah-compliant; and (ii) ensure that at all times during the term of the Certificates, the aggregate value of the Shariah-compliant Tangible Assets comprised in the Wakalah Venture is at least equal to 33 per cent. of the value of the Wakalah Venture as a whole, all as valued in accordance with the Valuation Principles (as defined in the Conditions).

Pursuant to the Trust Deed, the Issuer has declared a trust over the Trust Assets (as defined below) under which it shall hold the Trust Assets upon trust absolutely for the holders of the Certificates *pro rata* according to the Nominal Value (as defined in the Conditions) of Certificates held by each Certificateholder (as defined in the Conditions) in accordance with the Trust Deed and the Conditions. The trust assets are comprised initially of (i) all of the Issuer’s rights, title, interest, entitlement and benefit in, to and under the Wakalah Venture; (ii) all of the Issuer’s rights, title, interest, entitlement and benefit in, to and under the Transaction Documents (as defined in the Conditions); and (iii) all proceeds of the foregoing (the “**Trust Assets**”).

Unless previously exchanged, redeemed or purchased and cancelled, the Certificates will be redeemed on 23 September 2021 at the Scheduled Dissolution Amount (as defined in the Conditions). The Certificates are subject to redemption in whole at their Early Dissolution Amount (as defined in the Conditions) at the option of the Issuer at any time in the event of certain changes affecting taxation in Malaysia. The Certificates may also be redeemed at the option of the Issuer at their Early Dissolution Amount (i) in whole or in part, at any time from and including 23 September 2019 to but excluding the Scheduled Dissolution Date (as defined in the Conditions), provided that the Exchange Property Value (as defined in the Conditions) on each of the 20 consecutive Trading Days (as defined in the Conditions), the last day of which period occurs no more than five Trading Days immediately prior to the date on which the relevant notice of dissolution is given by the Issuer to the Certificateholders, shall have exceeded 130 per cent. of the Early Dissolution Amount on such Trading Day; or (ii) in whole only, at any time if, prior to the date on which the relevant notice of dissolution is given by the Issuer, less than 10 per cent. in aggregate Nominal Value of the Certificates originally issued is outstanding. Subject to the satisfaction of certain conditions, the Certificateholders will have the right to require the Issuer to redeem the Certificates at their Early Dissolution Amount following a Delisting (as defined in the Conditions). The Certificates are subject to redemption at their Early Dissolution Amount at the option of the Certificateholders on the Certificateholders’ Optional Dissolution Date (as defined in the Conditions). See “*Conditions of the Certificates — Dissolution and purchase*”.

The Certificates are exchangeable for (A) where the Exchange Property consists wholly of Shariah-compliant assets, for ordinary shares of par value H.K.\$0.10 each of Beijing Enterprises Water Group Limited (the “**Company**”) (the “**Shares**”) or such other assets constituting the Exchange Property or (b) where the Exchange Property does not consist wholly of Shariah-compliant assets, for an amount in cash in U.S. dollars equal to the Cash Settlement Amount (as defined in the Conditions) (subject to the relevant Certificateholder’s right to elect to receive Exchange Property instead of the Cash Settlement Amount pursuant to the Share Settlement Deed (as defined in the Conditions)), in each case during the Exchange Period (as defined in the Conditions). Notwithstanding the Exchange Right (as defined in the Conditions) of each Certificateholder, at any time when the Exchange Property consists wholly of Shariah-compliant assets and the delivery of Exchange Property (as defined in the Conditions) is required to satisfy the Exchange Right, the Obligor (as defined in the Conditions) shall, as an overriding right pursuant to the Cash Settlement Deed (as defined in the Conditions), have the option to purchase the Shariah-compliant Tangible Assets comprised in the Wakalah Venture, in full or in part (in which case the other part of a Certificateholder’s Exchange Right shall be satisfied by the delivery of the relevant portion of Exchange Property), from the Issuer for an amount of cash in U.S. dollars equal to the Cash Settlement Amount. The Shares are listed on the Main Board of The Stock Exchange of Hong Kong Limited (“**HKSE**”). See “*Conditions of the Certificates — Exchange Right*”.

See “*Investment Considerations*” for a discussion of certain factors to be considered in connection with an investment in the Certificates.

Application has been made to the Labuan International Financial Exchange Inc. (the “**LFX**”) and Bursa Malaysia Securities Berhad (“**Bursa Malaysia**”) (under an exempt regime pursuant to which the Certificates will be listed but not quoted for trading) for the listing of the Certificates. Neither Bursa Malaysia nor the LFX takes any responsibility for the contents of this document, makes no representations as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon any part of the contents of this document. Admission of the Certificates to the official list of the LFX and Bursa Malaysia (under the exempt regime) is not to be taken as an indication of the merits of the Issuer, the Obligor, the Company and their associated companies or the Certificates. Approval in-principle has been received from the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) for the listing of, and quotation for, the Certificates on the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained in this Offering Circular. Admission to the Official List of the SGX-ST and quotation of the Certificates on the SGX-ST is not to be taken as an indication of the merits of the Issuer, the Obligor, the Company, any of their respective associated companies or the Certificates. There can be no assurance that any such listings will occur on or prior to the Closing Date or at all. Investors are advised to read and understand the contents of this Offering Circular before investing. If in doubt, investors should consult his or her adviser.

This Offering Circular relates to an Exempt Offer in accordance with the Markets Rules of the Dubai Financial Services Authority (the “**DFSA**”) (the “**Markets Rules**”). This Offering Circular is intended for distribution only to persons of a type specified in the Markets Rules. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any document in connection with Exempt Offers. The DFSA has not approved this document nor taken steps to verify the information set out in it, and has no responsibility for it.

The Certificates to which this Offering Circular relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the Certificates offered should conduct their own due diligence on the Certificates. Investors are advised to read and understand the contents of this Offering Circular before investing. If in doubt, investors should consult their advisers.

The Certificates and the Shares to be delivered upon exchange of the Certificates have not been, and will not be, registered under the United States Securities Act of 1933 (the “**Securities Act**”). The Certificates and the Shares are being offered outside the United States by the Joint Lead Managers in accordance with Regulation S under the Securities Act (“**Regulation S**”), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

The Certificates will be in registered form in denominations of U.S.\$200,000 each and integral multiples of U.S.\$1,000 in excess thereof. Upon issue, the Certificates will be represented by a Global Certificate registered in the name of a nominee of, and deposited with, a common depository for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream, Luxembourg**”) on or about the Closing Date. Definitive Certificates evidencing holdings of Certificates will only be available in certain limited circumstances. See “*Summary of Provisions Relating to the Certificates in Global Form*”. The Certificates offered by this Offering Circular may be cancelled at any time up to the Closing Date when subscription monies shall have been received and the Certificates issued.

While the offering of the Certificates has been structured under the guidance of CIMB Islamic Bank Berhad and the Shariah Adviser of Deutsche Bank AG, Hong Kong Branch in their capacity as the joint Shariah advisers (the “**Joint Shariah Advisers**”) in order to comply with the principles of Shariah and executed fatwas have been issued by each of the Joint Shariah Advisers confirming such compliance, a prospective investor contemplating purchasing the Certificates should make its own independent investigation and determination as to whether the offering and the investment in the Certificates will comply with the principles of Shariah.

Joint Bookrunners and Joint Lead Managers

BofA MERRILL LYNCH

CIMB

DEUTSCHE BANK

Offering Circular dated 20 September 2016

The directors of the Issuer and the Obligor collectively and individually accept full responsibility for the accuracy of the information contained in this Offering Circular and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, there are no other facts, the omission of which would make any statements herein misleading, save for disclosures in respect of the Company which have been drawn from publicly available information.

Each of the Issuer and the Obligor, having made all reasonable enquiries, confirms that, save for the disclosures in respect of the Company which have been drawn from publicly available information only and which are limited, this Offering Circular contains all information with respect to the Issuer and the Obligor, its subsidiaries, the Certificates and the Shares, which is material in the context of the issue and offering of the Certificates and the Shares, that the information contained herein is true and accurate in all material respects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and have been reached after considering all relevant circumstances and are based on reasonable assumptions, that there are no other facts the omission of which would, in the context of the issue and offering of the Certificates and the Shares, make this Offering Circular as a whole or any of such information contained herein or the expression of any such opinions or intentions herein misleading in any material respect. Each of the Issuer and the Obligor accepts responsibility accordingly. Where information contained in this Offering Circular includes extracts from summaries of information and data from public sources, each of the Issuer and the Obligor accepts responsibility for accurately reproducing such summaries and data and has sought to reproduce all publicly available information relating to the Company which it believes to be material in the context of the issue of the Certificates.

The Joint Bookrunners and Joint Lead Managers are CIMB Bank (L) Limited, Deutsche Bank AG, Hong Kong Branch and Merrill Lynch (Singapore) Pte. Ltd.

Information on the Company contained in this Offering Circular has not been verified by the Issuer or the Obligor. Neither the Issuer nor the Obligor has undertaken a due diligence review of the operations and financial condition of the Company. Information with respect to the Company contained in this Offering Circular is based on or has been derived from publicly available sources on the Company or from information otherwise published or furnished by the Company. Where information contained in this Offering Circular includes extracts or summaries of information and data from various public or private sources (including the Company), each of the Issuer and the Obligor accepts responsibility for accurately reproducing such summaries and data but accepts no further or other responsibility in respect of such information. None of the Issuer, the Obligor, their management, their employees, the Joint Lead Managers (as defined in “*Subscription and Sale*”), the Trustee, any of the Agents (as defined in the Conditions), their advisers or any other party takes any responsibility, express or implied, for such information. In addition, none of such aforementioned parties has taken any steps to verify the accuracy of any of the information relating to the Company included in this Offering Circular and no representation or warranty, express or implied, is made by any such aforementioned parties as to the accuracy or completeness of such information. Investors are cautioned not to place undue reliance on the Company information contained in this Offering Circular. See “*Investment Considerations — Considerations relating to this Offering Circular — The information on the Company in this Offering Circular has not been verified*”.

This Offering Circular does not constitute an offer of, or an invitation by or on behalf of, any of the Issuer, the Obligor, the Trustee, any of the Agents or the Joint Lead Managers to subscribe for or purchase any of, the Certificates or the Shares and may not be used for the purpose of an offer to, or a solicitation by, anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or is unlawful. The distribution of this Offering Circular and the offering of the Certificates or the Shares in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular comes are required by each of the Issuer, the Obligor, the Joint Lead Managers, the Trustee and the Agents to inform themselves about and to observe any such restrictions.

For a description of certain further restrictions on offers and sales of the Certificates and distribution of this Offering Circular, see “*Subscription and Sale*”.

In particular, the Certificates and the Shares to be delivered upon exchange of the Certificates have not been, and will not be, registered under the Securities Act and are subject to United States tax law requirements. Subject to certain exceptions, the Certificates and the Shares may not be offered or sold in the United States or to U.S. persons.

No offers or sales of the Certificates may be made in, or to any person domiciled in, or having their registered office located in, any jurisdiction within the European Union or any member of the European Economic Area other than the United Kingdom.

No approval from the Securities Commission Malaysia (the “SC”) is or will be obtained nor lodgement with the SC is or will be made for the offering of the Certificates on the basis that the Certificates will be issued and offered exclusively at the primary level to persons in Labuan or outside Malaysia or entities established or registered under the laws of Labuan. No approval from the Labuan Financial Services Authority is or will be obtained for the offering of the Certificates on the basis that the offer or invitation of the Certificates will fall within the categories of excluded offers or invitations set out in section 13(5) of the Labuan Islamic Financial Services and Securities Act 2010 (the “LIFSSA”).

None of the Joint Lead Managers, the Trustee or any of the Agents have separately verified the information contained in this Offering Circular. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Joint Lead Managers, the Trustee or any of the Agents as to the accuracy or completeness of the information contained in this Offering Circular or of any other information supplied in connection with the Certificates or the Shares. Each person receiving this Offering Circular acknowledges that such person has not relied on the Joint Lead Managers, the Trustee or any of the Agents nor on any person affiliated with the Joint Lead Managers, the Trustee or any of the Agents in connection with its investigation of the accuracy of such information or its investment decision.

This Offering Circular is not intended to provide the basis of any credit or other evaluation, nor should it be considered as a recommendation by any of the Issuer, the Obligor, the Joint Lead Managers, the Trustee or any of the Agents that any recipient of this Offering Circular should purchase the Certificates. Each potential purchaser of the Certificates should determine for itself the relevance of the information contained in this Offering Circular and its purchase of the Certificates should be based upon such independent investigations and consultations with its own tax, legal and business advisers as it deems necessary. See “*Investment Considerations*” for a discussion of certain factors to be considered in connection with an investment in the Certificates.

No person is authorised in connection with the issue, offering or sale of the Certificates to give any information or to make any representation not contained in this Offering Circular and any information or representation not contained herein must not be relied upon as having been authorised by the Issuer, the Obligor, the Joint Lead Managers, the Trustee or any of the Agents. Neither the delivery of this Offering Circular nor any sale or allotment made in connection with the issue of the Certificates shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of any of the Issuer, the Obligor or its subsidiaries and associate companies since the date hereof or that the information contained herein is correct as at any time subsequent to its date.

Payment on the Certificates will be made after withholding for or on account of Malaysian taxes, if any, and the Issuer intends to pay additional amounts in respect of such withholding, if any, to the extent set forth under “*Conditions of the Certificates — Taxation*”.

NOTICE TO UK RESIDENTS

The Certificates represent interests in a collective investment scheme (as defined in the Financial Services and Markets Act 2000 (the “FSMA”)) which has not been authorised, recognised or otherwise approved by the Financial Conduct Authority. Accordingly, this Offering Circular is not being distributed to, and must not be passed on to, the general public in the United Kingdom.

The distribution in the United Kingdom of this Offering Circular and any other marketing materials relating to the Certificates: (A) if effected by a person who is not an authorised person under the FSMA, is being addressed to, or directed at, only the following persons: (i) persons who are Investment Professionals as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Financial Promotion Order**”); and (ii) persons falling within any of the categories of persons described in Article 49(2) (High net worth companies, unincorporated associations, etc.) of the Financial Promotion Order; and (B) if effected by a person who is an authorised person under the FSMA, is being addressed to, or directed at, only the following persons: (i) persons falling within one of the categories of Investment Professional as defined in Article 14(5) of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 (the “**Promotion of CISs Order**”); (ii) persons falling within any of the categories of person described in Article 22 (High net worth companies, unincorporated associations, etc.) of the Promotion of CISs Order; and (iii) any other person to whom it may otherwise lawfully be made in accordance with the Promotion of CISs Order. Persons of any other description in the United Kingdom may not receive and should not act or rely on this Offering Circular or any other marketing materials in relation to the Certificates.

Potential investors in the United Kingdom are advised that all, or most, of the protections afforded by the United Kingdom regulatory system will not apply to an investment in the Certificates and that compensation will not be available under the United Kingdom Financial Services Compensation Scheme.

NOTICE TO STATE OF QATAR RESIDENTS

This Offering Circular does not and is not intended to constitute an offer, sale or delivery of the Certificates under the laws of the State of Qatar and has not been and will not be reviewed or approved by or registered with the Qatar Financial Markets Authority, the Qatar Financial Centre Regulatory Authority, the Qatar Stock Exchange or the Qatar Central Bank in accordance with their regulations or any other regulations in the State of Qatar. The Certificates and interests therein will not be offered to investors domiciled or resident in Qatar and do not constitute debt financing in Qatar under the Commercial Companies Law No. (11) of 2015 or otherwise under the laws of Qatar.

CERTAIN TERMS AND CONVENTIONS

Unless indicated otherwise, in this Offering Circular, all references to (i) the “Issuer” are to Bagan Capital Ltd, (ii) the “Obligor” and “Khazanah” are to Khazanah Nasional Berhad, (iii) the “Khazanah Group” are to the Obligor and its consolidated subsidiaries and associate companies, (iv) the “Company” and “BEWG” are to Beijing Enterprises Water Group Limited, and (v) the “BEWG Group” are to the Company and its consolidated subsidiaries.

All references in this Offering Circular to the “Government” are to the Government of Malaysia. All references in this Offering Circular to the “United States” and “U.S.” are to the United States of America. All references in this Offering Circular to the “SGX-ST” are to the Singapore Exchange Securities Trading Limited. All references in this Offering Circular to the “HKSE” are to The Stock Exchange of Hong Kong Limited.

All references to “U.S. dollars” and “U.S.\$” are to the currency of the United States of America, all references to “Singapore dollars” and “S\$” are to the currency of Singapore, all references to “Ringgit”, “RM” and “sen” are to the currency of Malaysia, all references to “Renminbi”, and “CNY” are to the currency of the People’s Republic of China, excluding Taiwan, Hong Kong and Macau (“PRC”) and all references to “Hong Kong dollars” and “H.K.\$” are to the currency of Hong Kong.

Certain figures included in this Offering Circular have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Some statements in this Offering Circular may be deemed to be forward-looking statements. Forward-looking statements include statements concerning the Khazanah Group's plans, objectives, goals, strategies, future operations and performance and the assumptions underlying these forward-looking statements. When used in this Offering Circular, the words "estimates", "expects", "believes", "intends", "plans", "aims", "seeks", "may", "will", "should" and any similar expressions generally identify forward-looking statements. These forward-looking statements are contained in the sections entitled "*Investment Considerations*", "*Use of Proceeds*", "*Khazanah Nasional Berhad*" and other sections of this Offering Circular. Khazanah has based these forward-looking statements on the current view of its management with respect to future events and financial performance. Although Khazanah believes that the expectations, estimates and projections reflected in its forward-looking statements are reasonable as of the date of this Offering Circular, if one or more of the risks or uncertainties inherent in the businesses in which Khazanah or entities within the Khazanah Group are involved materialise (including, without limitation, the risks identified in this Offering Circular), or if any of Khazanah's underlying assumptions prove to be incomplete or inaccurate, then Khazanah's and/or the Khazanah Group's actual results of operations may vary from those expected, estimated or predicted.

Any forward-looking statements contained in this Offering Circular speak only as at the date of this Offering Circular. Without prejudice to any requirements under applicable laws and regulations, each of the Issuer and Khazanah expressly disclaims any obligation or undertaking to disseminate after the date of this Offering Circular any updates or revisions to any forward-looking statements contained herein to reflect any change in expectations thereof or any change in events, conditions or circumstances on which any such forward-looking statements are based.

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DOCUMENTS INCORPORATED BY REFERENCE

This Offering Circular should be read and construed in conjunction with the audited financial statements of Khazanah as at and for the year ended 31 December 2015 (the “**Audited Accounts**”) which have been filed with the Companies Commission of Malaysia. The Audited Accounts were prepared and presented in accordance with Approved Accounting Standards issued by the Malaysian Accounting Standards Board, which differ in certain material respects from generally accepted accounting principles in certain other jurisdictions, including International Accounting Standards or International Financial Reporting Standards and auditing standards which prospective investors may be familiar with in other countries. The Audited Accounts shall be deemed to be incorporated in, and to form part of, this Offering Circular.

Investors may obtain copies of the Audited Accounts from the Companies Commission of Malaysia by paying a fee to the Companies Commission of Malaysia.

The documents incorporated herein by reference are current only as at the date of such document, and the incorporation by reference of such documents shall not create any implication that there has been no change in the affairs of Khazanah since the date thereof or that the information contained therein is current as at any time subsequent to its date. Any statement contained therein shall be deemed to be modified or superseded for the purposes of this Offering Circular to the extent that a subsequent statement contained herein modifies or supersedes that statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offering Circular. In addition, any statement contained in such document shall be deemed to be superseded for the purpose of this Offering Circular to the extent that a discussion contained herein relating to the same subject matter omits such statement. Any such statements omitted shall not be deemed to constitute a part of this Offering Circular.

SUMMARY

The following summary is qualified in its entirety by the remainder of this Offering Circular. Words and expressions defined in the “Conditions of the Certificates” or elsewhere in this Offering Circular have the same meanings in this summary.

Khazanah Nasional Berhad

Khazanah is the strategic investment fund of the Government entrusted to manage the commercial assets held by the Government and to undertake domestic and foreign investments. Khazanah was incorporated under the Companies Act, 1965 of Malaysia on 3 September 1993 as a public limited company and commenced operations in 1994. Save for one ordinary share owned by Pesuruhjaya Tanah Persekutuan (the Federal Lands Commissioner, (the “**FLC**”)), all of the ordinary share capital of Khazanah is owned by the Minister of Finance (Inc) pursuant to the Minister of Finance (Incorporation) Act, 1957. The Minister of Finance (Inc) is owned by the Government.

Khazanah has an 11-member Board of Directors (the “**Board**”) comprising representatives from the public and private sectors. Dato’ Sri Mohd Najib Tun Abdul Razak, the Prime Minister of Malaysia, is the Chairman of the Board. The Board is assisted in the discharge of its duties by an Executive Committee and an Audit Committee established by the Board.

The primary objectives of Khazanah are:

- (a) to hold and manage the investments entrusted to it by the Government; and
- (b) to undertake new investments where there are strategic opportunities in new sectors and new markets.

Khazanah has interests in more than 80 companies, either directly or indirectly through ownership of shares. These companies are involved in various sectors such as agrifood, aviation, creative and media, education, financial services, healthcare, infrastructure and construction, innovation and technology, leisure and tourism, life sciences, power, property, sustainable development as well as media and communications, amongst others.

Historically, a substantial number of the companies Khazanah invested in were incorporated in Malaysia and conducted their principal business activities within Malaysia. However, since 2005 Khazanah has acquired substantial business interests outside Malaysia. For recent developments relating to Khazanah, please see “*Recent developments*” below.

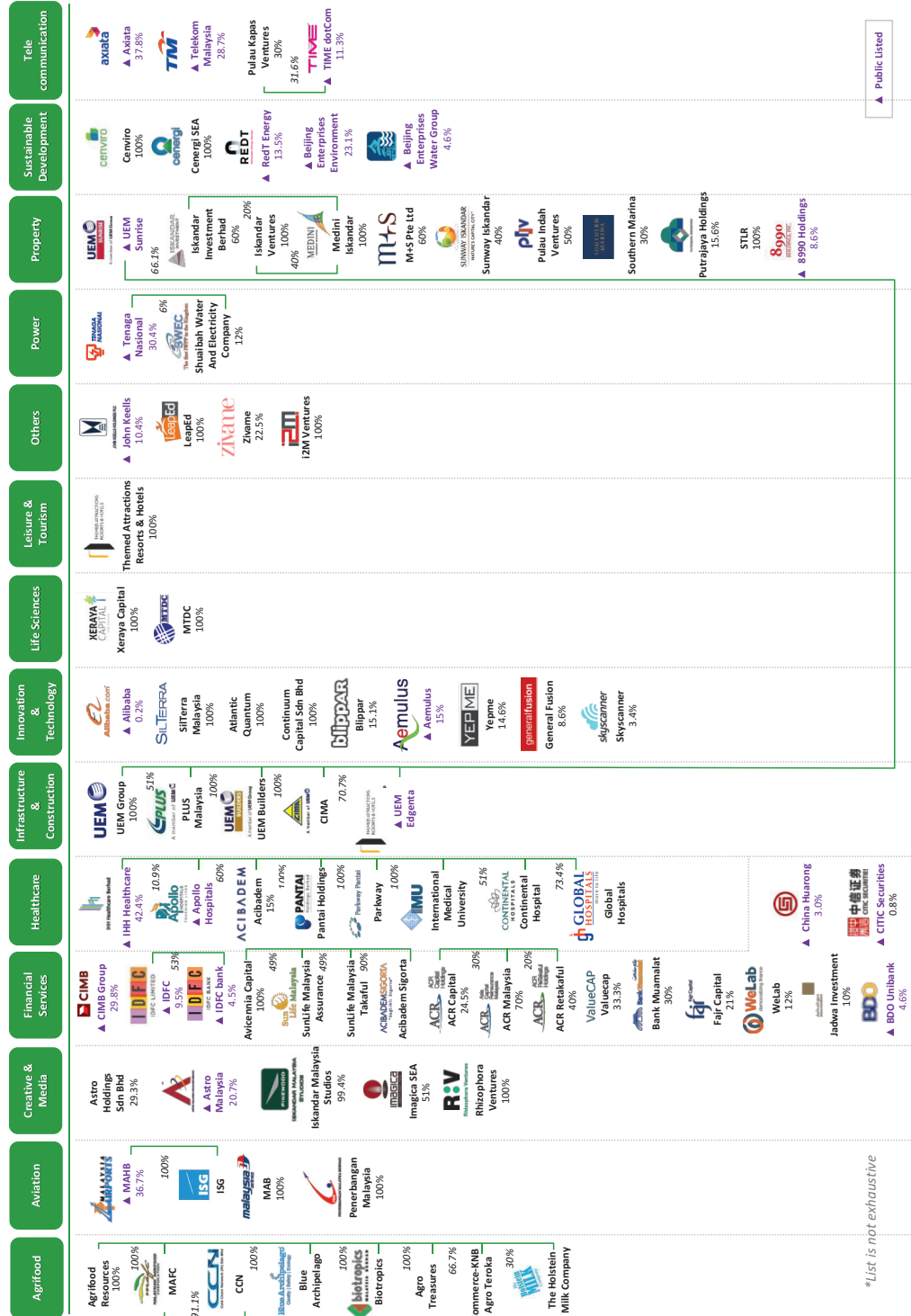
Khazanah’s registered office is currently located at Level 33, Tower 2, Petronas Twin Towers, Kuala Lumpur City Centre, 50088 Kuala Lumpur, Malaysia.

Khazanah’s investments as at 31 August 2016 and its effective shareholding interest in each investment as at such date, are set forth on the following page.

INVESTMENT HOLDING STRUCTURE

Selected Portfolio of Companies

As at 31 Aug 2016



*List is not exhaustive

Public Listed

Recent developments

Appointment of Datuk Johari Abdul Ghani to the Board of Directors

On 15 September 2016, Khazanah announced the appointment of Datuk Johari Abdul Ghani to the Board. Prior to his appointment to the Board, he was the Deputy Minister of Finance. Datuk Johari Abdul Ghani is currently Minister of Finance II and the Chairman of Yayasan Bena Nusa, which was established to help reduce urban poverty and improve education for children from the urban poor, and also Chairman of Jawatankuasa Pemakanan Negara at the Ministry of Agriculture and Agro-based Industry.

Disposal of shares in Tenaga Nasional Berhad

On 9 September 2016, Khazanah disposed of 82 million shares (equalling to 1.45 per cent.) in Tenaga Nasional Berhad (“**TNB**”) at RM14.30 per share for a total of RM1.17 billion via an accelerated bookbuilding exercise. After this transaction, Khazanah remains the largest shareholder with a 28.26 per cent. holding in TNB.

Ongoing restructuring of Malaysia Airlines Berhad (“MAB”)

On 29 August 2014, Khazanah launched a 12-point MAS Recovery Plan (“**MRP**”). The restructuring effort focuses on four main areas, namely governance and financial framework, operating business model, leadership and human capital, and regulatory and enabling framework.

On 3 December 2015, MAB reported in its first quarterly progress update since becoming fully operational on 1 September 2015 that the ongoing restructuring of MAB is continuing at a steady and sustained pace on multiple fronts.

On 1 July 2016, Peter Bellew, who was the Chief Operating Officer of MAB, was appointed as Group Managing Director and Chief Executive Officer of MAB.

Issuance of U.S.\$750 million Islamic medium term notes

In February 2016, Khazanah announced that it has completed the issuance of U.S.\$750 million five-year Islamic medium term notes (the “**USD Sukuk**”) via a Malaysian incorporated independent special purpose vehicle, Danga Capital Berhad (“**Danga**”). The USD Sukuk was priced at a profit rate of 3.035 per cent. per annum.

Khazanah renews Managing Director’s contract

Khazanah announced that the Board, at its meeting on 19 December 2015, had renewed the employment contract of its Managing Director, Tan Sri Dato’ Azman Mokhtar, for another three-year term effective 1 June 2016 to 31 May 2019.

Tan Sri Dato’ Azman Mokhtar assumed his current position on 1 June 2004.

Khazanah announces additional domestic investments of RM6.77 billion in support of Government’s proactive economic measures

On 14 September 2015, the Prime Minister of Malaysia announced several proactive measures to strengthen the country’s economic fundamentals and address the impact of financial turbulence in the global markets on Malaysia’s economy.

In this regard, Khazanah as the strategic investment fund of the Government announced its support of the proactive economic measures in all relevant areas. Concurrently, Khazanah will also accelerate and increase domestic investments over the immediate and medium term in several key sectors including leisure and tourism, healthcare and health tourism, export-oriented creative industries, innovation and technology and business process outsourcing sectors. These sectors and investments have been selected

on the basis of those that provide higher domestic economic multipliers, boost job creation, support local content, increase prospects for foreign exchange receipts and enhance public goods and inclusiveness for the people of Malaysia.

Identified projects are either incremental to investment plans announced previously or being accelerated, and amount to a total value of RM6.77 billion. The projects, to be delivered by Khazanah through relevant investee companies and its development partners, have already been identified, have received, or are in the advanced stages of receiving, the necessary approvals, and are already in various stages of implementation or are ready to be implemented imminently.

SUMMARY OF THE OFFERING

The summary below describes the principal terms of the Certificates and the Transaction Documents. The sections of this Offering Circular entitled “Conditions of the Certificates” and “The Trust Assets — The Transaction Documents” contain a more detailed description of the Certificates and the Transaction Documents. Capitalised terms not defined below shall have the same meanings as set out in the “Conditions of the Certificates”.

Issuer	Bagan Capital Ltd.
Obligor	Khazanah Nasional Berhad.
Wakeel	Khazanah Nasional Berhad.
Company	Beijing Enterprises Water Group Limited.
Trustee	The Bank of New York Mellon, London Branch.
Principal Agent and Exchange Agent	The Bank of New York Mellon, London Branch.
Registrar and Transfer Agent	The Bank of New York Mellon (Luxembourg) S.A.
Joint Lead Managers	CIMB Bank (L) Limited, Deutsche Bank AG, Hong Kong Branch and Merrill Lynch (Singapore) Pte. Ltd.
Joint Shariah Advisers	CIMB Islamic Bank Berhad and the Shariah Adviser of Deutsche Bank AG, Hong Kong Branch.
Shariah Board	A board comprising Shariah scholars selected by the Obligor from time to time.
Certificates	U.S.\$398,800,000 Exchangeable Trust Certificates due 2021 exchangeable into Shares.
Shares	Ordinary shares of par value H.K.\$0.10 each of the Company.
Closing Date	23 September 2016.
Issue Price	100.0 per cent.
The Offering	The Certificates are being offered by the Joint Lead Managers outside the United States to non-U.S. persons in accordance with Regulation S under the Securities Act.
Form and Denomination	The Certificates will be issued in registered form in the denomination of U.S.\$200,000 each and integral multiples of U.S.\$1,000 in excess thereof. The Certificates may be held and transferred, and will be offered and sold, in the Nominal Value of U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof. The Certificates will be represented by a Global Certificate registered in the name of a nominee of, and deposited with, a common depositary for Euroclear and Clearstream, Luxembourg on or about the Closing Date. Definitive Certificates evidencing holdings of Certificates will only be available in certain limited circumstances.

Status of the Certificates Each Certificate represents an undivided proportionate beneficial ownership interests in the Trust Assets and will at all times rank *pari passu* and rateably, without discrimination, preference or priority among themselves, subject to priorities or rights preferred by law.

Negative Pledge So long as any of the Certificates remain outstanding (as defined in the Trust Deed), the Issuer shall not create, purport to create, or permit to be outstanding any mortgage, charge, pledge or other security interest (other than liens arising by operation of law) (an “**Encumbrance**”) upon the whole or any part of its property, assets or revenues, present or future, except for any rights of set-off, netting or other similar rights arising from custodial arrangements relating to Shares which may be held by the Issuer.

So long as any of the Certificates remains outstanding, the Obligor shall not create, purport to create, or permit to be outstanding any Encumbrance upon the whole or any part of its property, assets or revenues, present or future, to secure for the benefit of the holders of any International Investment Securities (as defined below) (i) payment of any sum due in respect of any such International Investment Securities; (ii) any payment under any guarantee of any such International Investment Securities; or (iii) any payment under any indemnity or other like obligation relating to any such International Investment Securities without in any such case at the same time according to all the Certificateholders as security for the performance of its purchase undertakings under the Purchase Undertaking, the Cash Settlement Deed and the Share Settlement Deed and its payment obligations under the Commodity Murabahah Investment Agreement, to the satisfaction of the Trustee, based on the opinion of independent legal counsel of recognised international standing, either the same security as is granted to or is outstanding in respect of such International Investment Securities, guarantee, indemnity or other like obligation or such other security as the Trustee in its absolute discretion shall deem to be not materially less beneficial to the Certificateholders or as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Certificateholders.

“**International Investment Securities**” means bonds, debentures, notes, certificates, loan stock or investment securities of the Obligor which (a) either (i) are by their terms payable, or confer a right to receive payment, in any currency other than Ringgit or (ii) are denominated or payable in Ringgit and more than 50.0 per cent. of the aggregate nominal amount thereof is initially distributed outside Malaysia by or with the authorisation of the issuer thereof and (b) are for the time being, or are capable of being, quoted, listed, ordinarily dealt in or traded on any stock exchange, quotation system or over-the-counter or other similar securities market.

Purchase Undertaking The Obligor shall on the Closing Date issue a Purchase Undertaking in favour of the Issuer (for the benefit of the

Certificateholders) and the Trustee under which the Obligor undertakes to purchase from the Issuer all of the Shariah-compliant Tangible Assets comprised in the Investments at their Purchase Price on the Scheduled Dissolution Date, or on any Delisting Purchase Undertaking Date, any Certificateholders' Optional Dissolution Date, any Tax Dissolution Date, any Issuer Optional Dissolution Date (in each case as defined below) or on a Dissolution Event Redemption Date, as the case may be, provided that there will be no Certificates outstanding upon payment of the Purchase Price.

Wakalah Agreement The Issuer and the Wakeel shall on the Closing Date enter into a Wakalah Agreement pursuant to which the Issuer (on behalf of the Certificateholders) shall appoint the Wakeel as its agent and shall instruct the Wakeel to perform certain duties in relation to a wakalah venture (the "**Wakalah Venture**") in accordance with the terms of the Wakalah Agreement and an investment plan described therein (the "**Investment Plan**").

The Wakeel shall act as agent of the Issuer (on behalf of the Certificateholders) at all times in respect of its rights and obligations under the Wakalah Agreement, the Investment Plan, and the Wakalah Venture Contracts. "**Wakalah Venture Contracts**" mean the Commodity Murabahah Investment Agreement (as defined below), the Sale and Purchase Agreement (as defined below), and any ancillary contracts in relation thereto entered into from time to time, including but not limited to the Closing Date Deed of Surrender (as defined below), the Issuer Undertaking (as defined below), the Obligor Undertaking (as defined below), the Purchase Undertaking, the Cash Settlement Deed, the Share Settlement Deed and any sale and purchase agreements or substitution agreements entered into pursuant such undertakings.

The Investment Plan requires that (i) the Issuer invests the Proceeds on the Closing Date in the Wakalah Venture; and (ii) the Wakeel ensures that the Investments included in the Wakalah Venture will comply with certain requirements as described below.

The Wakeel will carry out its obligations in accordance with the Wakalah Agreement and Investment Plan as agent for the Issuer.

See "*The Trust Assets — The Transaction Documents — The Wakalah Agreement*".

The Investments The Wakalah Venture shall comprise investments in (i) certain Shariah-compliant Tangible Assets (initially U.S.\$199,400,000 in value of Telekom Malaysia Berhad ("**Telekom Malaysia**") shares), and (ii) the Commodity Murabahah Investment, in each case as described below.

"**Commodity Murabahah Investment**" means a commodity murabahah investment forming part of the Wakalah Venture pursuant to the Commodity Murabahah Investment Agreement.

Any loss incurred under the Wakalah Venture shall be borne by the Certificateholders in proportion to the Nominal Value of the Certificates held by each such Certificateholder.

Shariah-compliant Tangible

Assets On the Closing Date certain of the Proceeds shall be invested in certain Shariah-compliant Tangible Assets (in the form of Shariah-compliant Shares (as defined below)) pursuant to the Sale and Purchase Agreement.

“**Shariah-compliant Shares**” means Shariah-compliant shares in one or more companies, whether listed or not listed on any stock exchange, identified by the Wakeel in its discretion and approved by the Shariah Board as Shariah-compliant from time to time throughout the term of the Certificates, and as approved by the Shariah Board as Shariah-compliant on or about the Closing Date, and in all cases which satisfy the Business Activity Test and the Financial Ratio Test.

“**Shariah-compliant Tangible Assets**” means Shariah-compliant assets, whether listed or not listed on any stock exchange, identified by the Wakeel in its discretion and approved by the Shariah Board as Shariah-compliant from time to time throughout the term of the Certificates, and as approved by the Shariah Board as Shariah-compliant on or about the Closing Date, and which, in the case of shares, satisfy the Business Activity Test and the Financial Ratio Test.

Pursuant to a sale and purchase agreement (the “**Sale and Purchase Agreement**”) entered into by the Issuer and the Obligor (acting as Seller) on the Closing Date, the Issuer shall purchase from the Seller certain Shariah-compliant Shares, by way of transfer of beneficial ownership, at their fair market value calculated in accordance with the Valuation Principles (as defined below).

On the Closing Date (in respect of the Shariah-compliant Tangible Assets purchased pursuant to the terms of the Sale and Purchase Agreement) and subsequently (in respect of any other shares which form part of the Wakalah Venture), the Issuer shall execute a deed of surrender (the deed of surrender executed on the Closing Date being the “**Closing Date Deed of Surrender**”) surrendering any and all voting rights in favour of the relevant seller in respect of such shares.

In accordance with the terms of the Wakalah Agreement, the Wakeel shall manage the shares forming part of the Wakalah Venture and shall exercise all rights as beneficial shareholder on behalf of the Issuer and shall instruct Khazanah (or any other registered owner of shares forming part of the Wakalah Venture) to take all necessary steps to give effect to such decisions.

During the term of the Certificates, the aggregate fair market value of the Shariah-compliant Tangible Assets comprised in the Wakalah Venture must be at least equal to 33 per cent. of

the value of the Wakalah Venture as a whole (the “**Tangible Assets Minimum Value**”), all as determined in accordance with the Valuation Principles (as defined below).

The assets comprised in the Wakalah Venture shall be dealt with in accordance with the terms of the Wakalah Agreement and certain additional documents entered into on the Closing Date in connection therewith, including (i) an undertaking granted in respect of the Certificates by the Obligor in favour of the Issuer and the Wakeel as its agent (the “**Obligor Undertaking**”) and (ii) an undertaking granted in respect of the Certificates by the Issuer (on behalf of the Certificateholders) in favour of the Obligor (the “**Issuer Undertaking**”). The Obligor Undertaking and the Issuer Undertaking are described further under “*The Trust Assets — The Transaction Documents*”.

Pursuant to the terms of the Shariah Board appointment letters dated on or about the Closing Date, the Shariah Board shall assess the tangible assets comprised in the Wakalah Venture and the Exchange Property and certify to the Issuer, the Wakeel and the Obligor whether or not in its opinion they continue to be Shariah-compliant Tangible Assets.

Commodity Murabahah Investment

On the Closing Date the remainder of the Proceeds shall be invested in the Commodity Murabahah Investment. Therefore, on the Closing Date, a commodity murabahah investment agreement in respect of the Certificates (the “**Commodity Murabahah Investment Agreement**”) will be entered into between Khazanah as Buyer (the “**Buyer**”), the Issuer and CIMB Islamic Bank Berhad as facility agent (the “**Facility Agent**”).

U.S.\$199,400,000 of the Proceeds will be applied in the purchase of commodities on the Closing Date and as further described below. The amount of the Proceeds applied as aforesaid is referred to as the “**Commodity Purchase Price**”.

Pursuant to the Commodity Murabahah Investment Agreement, the Buyer shall deliver to the Issuer a purchase order and an undertaking to buy commodities on the settlement date specified in the purchase order. The Issuer shall sell the commodities so purchased on its behalf by the Facility Agent to the Buyer on the settlement date specified in the purchase order in consideration for the Aggregate Deferred Sale Price payable in accordance with the terms of the Commodity Murabahah Investment Agreement.

See “*The Trust Assets — The Transaction Documents — Commodity Murabahah Investment Agreement*”.

Valuation Principles

For the purposes of calculating the value of the Wakalah Venture and the relevant Investments comprised in the Wakalah Venture, certain principles (“**Valuation Principles**”) shall apply.

The Issuer has in the Wakalah Agreement agreed to appoint the Wakeel as an agent (or such other agent having been approved by the Trustee) for the purposes of making all calculations and determinations required to be made in accordance with the Valuation Principles.

Trust Assets Pursuant to and in accordance with the terms of the Trust Deed:

- (a) the Issuer will declare a trust over the assets specified below (the “**Trust Assets**”):
 - (i) all of its rights, title, interest, entitlement and benefit in, to and under the Wakalah Venture;
 - (ii) all of its rights, title, interest, entitlement and benefit in, to and under the Transaction Documents; and
 - (iii) all proceeds of the foregoing, and
- (b) the Trustee will declare a trust over assets consisting of
 - (i) the rights, title, interest and benefit, in, to and under the Trust Deed and each of the other Transaction Documents to which it is a party (or to which it obtains the benefits thereunder),
 - (ii) all amounts received by it from the Issuer, the Obligor, the Buyer and/or otherwise under or in connection with the Trust Deed and each of the other Transaction Documents, and
 - (iii) any realisation or enforcement proceeds,

upon trust absolutely for the Certificateholders *pro rata* according to the outstanding Nominal Value of Certificates held by each Certificateholder in accordance with the Trust Deed and the Conditions.

Transaction Documents The Trust Deed, the Agency Agreement, the Costs Undertaking Deed, the Wakalah Agreement, the Sale and Purchase Agreement, the Closing Date Deed of Surrender, the Obligor Undertaking, the Issuer Undertaking, the Commodity Murabahah Investment Agreement, the Purchase Undertaking, the Certificates, the Cash Settlement Deed (as defined below), the Share Settlement Deed (as defined below), the Issuer Power of Attorney and the Obligor Power of Attorney and any other agreements and documents delivered or executed in connection therewith are collectively referred to herein as the “**Transaction Documents**”.

Exchange Right Each Certificateholder has the right (subject as provided in Condition 7(a)(ii)) to exchange a Certificate at any time during the Exchange Period (as defined in “Exchange Period” below) for either (A) if the Exchange Property does not consist wholly of Shariah-compliant assets (as determined by the Shariah Board by applying the Business Activity Test and the Financial Ratio Test (as defined in Condition 6)) at the time of the Exchange Notice being delivered in accordance with Condition 7(b)(i) (an “**Exchange Notice Date**”), a Cash Settlement

Amount (as defined below) (“**Cash Settlement**”), or (B) if the Exchange Property does consist wholly of Shariah-compliant assets (as determined by the Shariah Board by applying the Business Activity Test and the Financial Ratio Test) on the Exchange Notice Date, a *pro rata* share of the Exchange Property (“**Share Settlement**”), in each case such right being an “**Exchange Right**”. However, in the event of an Offer in respect of the Shares or any other Relevant Securities, the Exchange Rights may be suspended.

A *pro rata* share of the Exchange Property means, for each Certificate at any time, a fraction of the Exchange Property the numerator of which shall be the Nominal Value of such Certificate and the denominator of which shall be the aggregate Nominal Value of all the Certificates (including the Certificate to which the *pro rata* share relates) which are outstanding at such time (excluding for this purpose the Nominal Value of any Certificates in respect of which Exchange Rights have been exercised by a Certificateholder but the Exchange Property has not yet been delivered and excluding from the Exchange Property such undelivered Exchange Property).

Share Settlement Right Notwithstanding the Exchange Right of each Certificateholder in respect of each Certificate, at any time when the Exchange Property does not consist wholly of Shariah-compliant assets and the payment of a Cash Settlement Amount upon exchange of the Certificates is required to satisfy the Exchange Right in respect of an Exchange Notice, the Issuer (on behalf of each Certificateholder) shall as an overriding right (to be exercised solely upon request by the relevant Certificateholder pursuant to the relevant Exchange Notice), pursuant to a unilateral irrevocable mandatory undertaking provided by the Obligor in a share settlement deed (the “**Share Settlement Deed**”) dated 23 September 2016, have the option to require the Obligor to purchase the relevant portion of Shariah-compliant Tangible Assets comprised in the Wakalah Venture in full from the Issuer in exchange for the relevant portion of the Exchange Property.

Cash Settlement Right Notwithstanding the Exchange Right of each Certificateholder in respect of each Certificate, at any time when the Exchange Property does consist wholly of Shariah-compliant assets and delivery of Exchange Property deliverable upon exchange of the Certificates is required to satisfy the Exchange Right in respect of an Exchange Notice, the Obligor (or a nominee of the Obligor) shall as an overriding right, pursuant to a unilateral irrevocable mandatory undertaking provided by the Issuer on behalf of each Certificateholder in a cash settlement deed (the “**Cash Settlement Deed**”) dated 23 September 2016 have the option to purchase the Shariah compliant Tangible Assets comprised in the Wakalah Venture in full or in part (in which case the other part of a Certificateholder’s Exchange Right shall be satisfied by the delivery of the relevant portion of Exchange Property) from the Issuer for an amount of cash in U.S. dollars equal to the Cash Settlement Amount.

“Cash Settlement Amount” means the product of (i) the *pro rata* share of the Exchange Property otherwise deliverable upon exercise of the Exchange Right pursuant to Condition 7(a)(i) as if the Exchange Property were deemed to consist wholly of Shariah-compliant assets (as determined by the Shariah Board by applying the Business Activity Test and the Financial Ratio Test) in respect of the Certificate(s) to which the Exchange Notice applies, and in respect of which either (A) the Issuer on behalf of a relevant Certificateholder has exercised their Exchange Right pursuant to Condition 7(a)(i)(A), (B) the Obligor has elected to exercise the Cash Settlement Right pursuant to Condition 7(a)(ii)(B) or (C) the transfer or delivery of which would, as certified in writing to the Trustee by an authorised signatory of the Issuer, be unlawful under the laws of any applicable jurisdiction or contrary to any official declaration, order, directive or regulation in any applicable jurisdiction and (ii) the Cash Equivalent.

References herein to “Cash Settlement Amount” shall be deemed to include any Further Amount payable thereon in accordance with the Conditions.

Exchange Period The period beginning on and including 3 November 2016 and ending on and including the earlier to occur of:

- (i) the close of business on the date which falls 10 Business Days prior to the Scheduled Dissolution Date (as defined below); or
- (ii) if the Certificates shall have been called for dissolution prior to the Scheduled Dissolution Date, the close of business on the day which falls 10 Business Days prior to the date fixed for dissolution unless the Certificates have become due and payable prior to the Scheduled Dissolution Date by reason of the occurrence of a Dissolution Event, in which event the Exchange Right shall extend up to the close of business on the date on which the full amount of such payment is made and notice of such payment has been duly given in accordance with Condition 17.

Exchange Property The Exchange Property shall initially comprise 399,856,758 Shares and shall include all Relevant Securities and other property arising out of or derived or resulting therefrom and such other property, in each case as may be deemed or required to comprise all or part of the Exchange Property pursuant to the Conditions, but excluding any such property as may or may be deemed to have ceased to form part of the Exchange Property.

Initial Exchange Ratio Provided that the Obligor does not exercise its Cash Settlement Right, on the exercise of Exchange Rights, Certificateholders will initially be entitled to receive 1,002.6498 Shares for each U.S.\$1,000 Nominal Value of Certificates (subject to adjustment in accordance with the Conditions).

Scheduled Dissolution Date Unless previously exchanged, redeemed, or purchased and cancelled, the Certificates will be redeemed at 100 per cent. of their Nominal Value (the “**Scheduled Dissolution Amount**”) on 23 September 2021 (the “**Scheduled Dissolution Date**”). Such Scheduled Dissolution Amount shall be funded by the Purchase Price payable by the Obligor pursuant to the terms of the Purchase Undertaking and the Aggregate Deferred Sale Price payable by the Obligor (acting as Buyer) under the Commodity Murabahah Investment Agreement.

Dissolution for Taxation Reasons .. Subject to certain exceptions, the Certificates may be redeemed, in whole but not in part, at the option of the Issuer on the relevant date fixed for dissolution (the “**Tax Dissolution Date**”), at their Early Dissolution Amount if, as a result of any change in, or amendments to, the laws (or any regulations, rulings or other administrative pronouncements promulgated thereunder) of Malaysia or any political subdivision or any authority thereof or therein having power to tax, the Issuer would be required to pay certain Additional Amounts.

Such Early Dissolution Amount shall be funded by the Purchase Price payable by the Obligor pursuant to the terms of the Purchase Undertaking and the Aggregate Deferred Sale Price payable by the Obligor (acting as Buyer) under the Commodity Murabahah Investment Agreement.

See “*The Trust Assets — The Transaction Documents — The Commodity Murabahah Investment Agreement*” and “*The Trust Assets — The Transaction Documents — Purchase Undertaking*”.

Dissolution at the Option of the Issuer

The Certificates may also be redeemed at the option of the Issuer at their Early Dissolution Amount on the relevant date fixed for dissolution (the “**Issuer Optional Dissolution Date**”): (i) in whole or in part, at any time from and including 23 September 2019 to but excluding the Scheduled Dissolution Date, provided that the Exchange Property Value on each of the 20 consecutive Trading Days, the last day of which period occurs no more than five Trading Days immediately prior to the date on which the relevant notice of dissolution is given by the Issuer to the Certificateholders, shall have exceeded 130 per cent. of the Early Dissolution Amount on such Trading Day; or (ii) in whole only, at any time if prior to the date on which the relevant notice of dissolution is given by the Issuer less than 10 per cent. in aggregate Nominal Value of the Certificates originally issued is outstanding, save in each case for any such Certificates in respect of which an Exchange Notice has been given.

Such Early Dissolution Amount shall be funded by the Purchase Price payable by the Obligor pursuant to the terms of the Purchase Undertaking (provided no Certificates remain outstanding after giving effect to such notice of dissolution) and the Aggregate Deferred Sale Price payable by the Obligor (acting as Buyer) under the Commodity Murabahah Investment Agreement.

See “*The Trust Assets — The Transaction Documents — The Commodity Murabahah Investment Agreement*” and “*The Trust Assets — The Transaction Documents — Purchase Undertaking*”.

Delisting Purchase Undertaking

Right In the event the Exchange Property ceases to comprise shares listed or admitted to trading on the HKSE or an Alternative Stock Exchange (a “**Delisting**”) each Certificateholder shall have the right to require the Issuer to redeem all (but not less than all) of such Certificateholder’s Certificates on the 20th Business Day after notice has been given to Certificateholders regarding the Delisting or, if such notice is not given, the 20th Business Day after the Delisting (the “**Delisting Purchase Undertaking Date**”) at the Early Dissolution Amount of the Certificates.

Such Early Dissolution Amount shall be funded by the Purchase Price payable by the Obligor pursuant to the terms of the Purchase Undertaking (provided no Certificates remain outstanding after giving effect to such notice(s) from the Certificateholders) and the Aggregate Deferred Sale Price payable by the Obligor (acting as Buyer) under the Commodity Murabahah Investment Agreement.

See “*The Trust Assets — The Transaction Documents — The Commodity Murabahah Investment Agreement*” and “*The Trust Assets — The Transaction Documents — Purchase Undertaking*”.

Dissolution at the Option of the Certificateholders

The Certificates may also be redeemed at the option of the Certificateholders at their Early Dissolution Amount on 23 September 2019 (the “**Certificateholders’ Optional Dissolution Date**”) in whole or in part.

Such Early Dissolution Amount shall be funded by the Purchase Price payable by the Obligor pursuant to the terms of the Purchase Undertaking (provided no Certificates remain outstanding after giving effect to such notice(s) from the Certificateholders) and the Aggregate Deferred Sale Price payable by the Obligor (acting as Buyer) under the Commodity Murabahah Investment Agreement.

See “*The Trust Assets — The Transaction Documents — The Commodity Murabahah Investment Agreement*” and “*The Trust Assets — The Transaction Documents — Purchase Undertaking*”.

Early Dissolution Amount 100 per cent. of the Nominal Value of the Certificates.

Taxation All payments to Certificateholders made by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by or within Malaysia or any authority therein or thereof having power to tax, unless such

withholding or deduction is required by law. In that event, the Issuer shall, subject to sufficient funds being available to it, pay additional amounts (the “**Additional Amounts**”) (subject to certain exceptions) to Certificateholders to compensate for such withholding or deduction.

Dissolution Events If any event that will permit acceleration occurs and is continuing, including, *inter alia*, a cross-default provision with respect to the Issuer and/or the Obligor, the Trustee at its discretion may, and if so requested in writing by the holders of not less than 25.0 per cent. in Nominal Value of the Certificates then outstanding or if so directed by an Extraordinary Resolution shall (subject always to the Trustee having been indemnified or provided with security or pre-funded to its satisfaction), give notice to the Issuer and the Obligor that the Certificates are immediately due and payable at their Early Dissolution Amount.

Such Early Dissolution Amount shall be funded by the Purchase Price payable by the Obligor pursuant to the terms of the Purchase Undertaking (provided no Certificates remain outstanding after giving effect to such notice(s) from the Certificateholders) and the Aggregate Deferred Sale Price payable by the Obligor (acting as Buyer) under the Commodity Murabahah Investment Agreement.

See “*The Trust Assets — Transaction Documents — Purchase Undertaking and — The Commodity Murabahah Investment Agreement*”.

Application of Proceeds from

Trust Assets Monies received from the issue of the Certificates will be applied in the order of priority in accordance with Condition 3(b).

General Offers In the event of an Offer for Relevant Securities in a Relevant Company, the Wakeel has absolute discretion to direct the Seller (or the relevant seller of Relevant Securities under any subsequent Deed of Surrender) to accept any such Offer (and as to any alternative consideration) or reject such Offer, provided that it may not accept any such Offer prior to the Specified Date in respect thereof.

If the Offer is accepted (or if the Relevant Securities are subject to compulsory acquisition), then, with effect from the Final Date, the Exchange Property will be deemed to consist, in whole or in part, of the consideration received for the Relevant Securities then comprised in the Exchange Property acquired under the Offer or pursuant to such compulsory acquisition and in place of the Exchange Property which it or they, as the case may be, substitute.

Anti-dilution Provisions The Certificates will contain provisions for the adjustment of the Exchange Property in the event of the occurrence of certain dilutive events including, among others, bonus issues, alterations to the nominal value of the Shares, rights issues and capital distributions.

Limited Recourse Recourse of the Certificateholders in respect of any amounts due on the Certificates is limited to the Trust Assets.

No Certificateholder will be able to petition for, or join any other person in instituting proceedings for, the reorganisation, liquidation, winding up or receivership of any of the Trustee, the Issuer, the Agents and/or any of their affiliates as a consequence of any shortfall or otherwise.

Costs Undertaking The Obligor will execute a Costs Undertaking Deed on the Closing Date pursuant to which it will agree to reimburse, among others, the Trustee and the Agents for certain expenses incurred by them and indemnify such parties in respect of certain liabilities incurred by them in connection with the issue of the Certificates and in acting as Trustee and Agents.

Lock Up Pursuant to the Certificate Subscription Agreement, each of the Issuer and the Obligor has agreed that it will not, and the Obligor agrees that it shall procure that its subsidiaries will not, prior to the expiry of 90 days following the date of the Certificate Subscription Agreement, unless otherwise agreed by the Joint Lead Managers, offer, sell, transfer or otherwise dispose of or procure the sale, transfer or disposition of any Shares or any securities convertible into or exchangeable for or carrying rights to acquire Shares, or enter into or procure the entry into any derivative transaction that has the economic effect of such sale, transfer or disposition, whether settled in cash or otherwise, without the prior written consent of the Joint Lead Managers (“**Lock Up**”).

The Lock Up does not apply to (i) the issuance of Certificates and the delivery of Shares upon exchange of the Certificates contemplated under the Certificate Subscription Agreement, the Purchase Undertaking and the Share Settlement Deed, as the case may be (including delivery pursuant to the terms and conditions of such issue), (ii) transactions that have been publicly announced prior to the date of the Certificate Subscription Agreement, (iii) the exercise of publicly-announced existing options (including warrants) by the Issuer, the Obligor or the Obligor’s subsidiaries, in relation to securities of the Company, (iv) any transfers of Shares within the Khazanah Group, or (v) any securities lending arrangements or any equity swap transactions to be entered into by Khazanah and any one or more of the Joint Lead Managers (or their related entities).

Listing Application has been made for the listing of the Certificates on the LFX and Bursa Malaysia (under the exempt regime). Approval in-principle has been received from the SGX-ST for the listing of, and quotation for, the Certificates on the SGX-ST. Each of the SGX-ST, the LFX and Bursa Malaysia assumes no responsibility for the correctness of any statements made, opinions expressed or reports contained herein. Admission of the Certificates to the Official List of the SGX-ST, the LFX and Bursa Malaysia (under the exempt regime) is not to be taken as

an indication of the merits of the Issuer, the Obligor and its consolidated subsidiaries and/or associate companies or the Certificates.

Rating The Certificates are not, and are not expected to be, rated by any rating agency.

Selling Restrictions There are restrictions on the distribution of this Offering Circular and the offer and sale of the Certificates in Hong Kong, Malaysia, Singapore, the United Kingdom, Switzerland, Japan, the United Arab Emirates (excluding the Dubai International Financial Centre), the Dubai International Financial Centre, the State of Qatar and the United States and such other restrictions as may be required in connection with the offering and sale of the Certificates. See “*Subscription and Sale*”.

Governing Law The Trust Deed, the Agency Agreement, the Costs Undertaking Deed, the Purchase Undertaking, the Obligor Undertaking, the Issuer Undertaking, the Commodity Murabahah Investment Agreement, the Wakalah Agreement, the Closing Date Deed of Surrender, the Cash Settlement Deed, the Share Settlement Deed and the Certificates will be governed by English law.

The Sale and Purchase Agreement will be governed by Malaysian law.

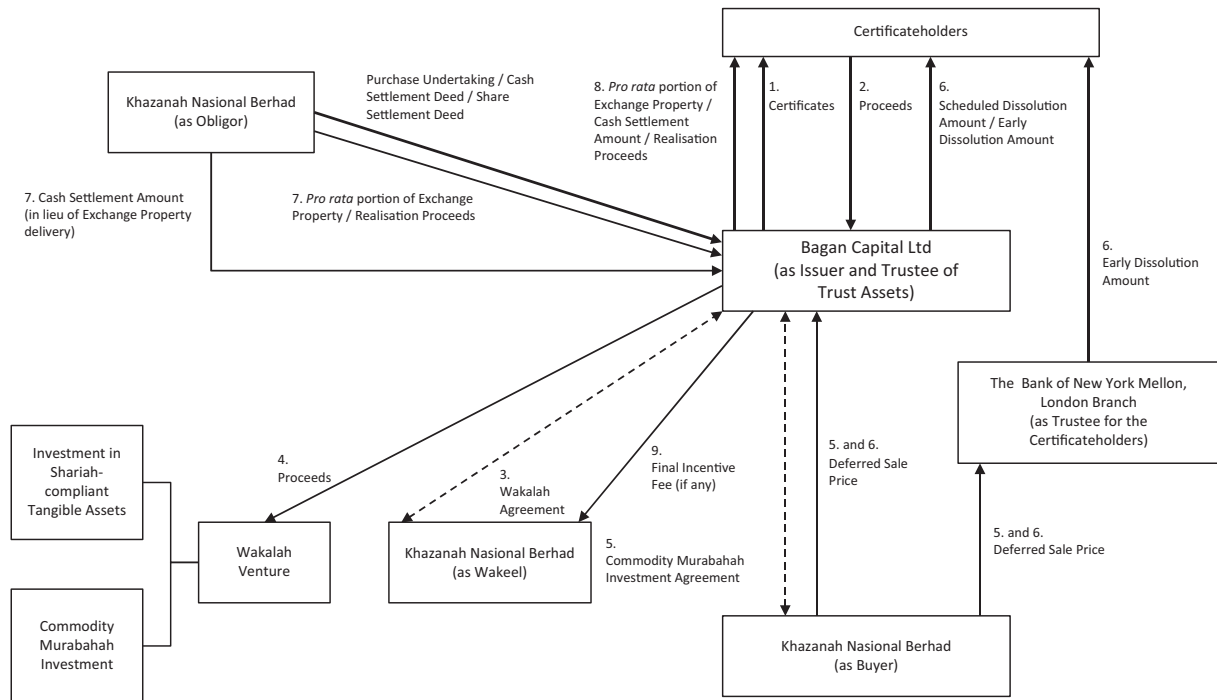
Clearing The Certificates have been accepted for clearance by Euroclear and Clearstream, Luxembourg under the following common code and ISIN:

(a) Common code: 148656550.

(b) ISIN: XS1486565507.

STRUCTURE DIAGRAM, CASH FLOWS AND EXCHANGE PROPERTY

The following is a simplified overview of the structure and principal cashflows relating to the Certificates and the delivery of Exchange Property upon exercise of the Exchange Right. This overview does not purport to be complete and is qualified in its entirety by reference to, and must be read in conjunction with, the detailed information appearing elsewhere in this Offering Circular. Potential investors should read the entire Offering Circular, especially the risks in relation to investing in the Certificates discussed under “Investment Considerations”. Capitalised terms not defined below shall have the same meanings as set out in the “Conditions of the Certificates”.



Payments on the Closing Date

1. On the Closing Date, the Issuer shall issue the Certificates. Each Certificate represents an undivided proportionate beneficial ownership interest in the Trust Assets.
2. On the Closing Date, investors shall subscribe for the Certificates by payment of the Proceeds to the Issuer.
3. On the Closing Date, the Issuer and the Wakeel shall enter into the Wakalah Agreement pursuant to which the Issuer (on behalf of the Certificateholders) shall appoint the Wakeel to perform certain duties in respect of the Wakalah Venture in accordance with the Wakalah Agreement and the Investment Plan set out therein. The Investment Plan requires that (i) the Issuer invest the Proceeds on the Closing Date in a Wakalah Venture and (ii) the Investments included in the Wakalah Venture comply with the Investment Conditions. Any loss incurred under the Wakalah Venture shall be borne by the Certificateholders in proportion to the Nominal Value of the Certificates held by each such Certificateholder.
4. On the Closing Date, the Wakalah Venture shall comprise investments in (i) certain Shariah-compliant Tangible Assets and (ii) the Commodity Murabahah Investment, in accordance with the Investment Plan set out in the Wakalah Agreement. The Aggregate Deferred Sale Price payable under the Commodity Murabahah Investment Agreement will be equal to the aggregate Nominal Value of the Certificates issued.

Payments in respect of the Scheduled Dissolution Date, Dissolution Event Redemption Date or other redemption events

5. The Aggregate Deferred Sale Price payable under the Commodity Murabahah Investment Agreement and the Purchase Price payable by the Obligor pursuant to the terms of the Purchase Undertaking shall be utilised to pay all amounts payable to the Certificateholders on the Scheduled Dissolution Date or, if earlier, the Dissolution Event Redemption Date or on the relevant date fixed for redemption in respect of other redemption events.
6. Pursuant to the Commodity Murabahah Investment Agreement, Khazanah shall pay the deferred sale price (the “**Deferred Sale Price**”) in relation to all of the Certificates outstanding:
 - (a) to the Issuer, on the day falling one Payment Business Day before the Scheduled Dissolution Date or, if earlier, on the day falling one Payment Business Day before the Delisting Purchase Undertaking Date, the Certificateholders’ Optional Dissolution Date, the Tax Dissolution Date or the Issuer Optional Dissolution Date, as the case may be; and
 - (b) to the Trustee, on the day falling one Payment Business Day before the Dissolution Event Redemption Date.

The Issuer shall on the Scheduled Dissolution Date pay the Scheduled Dissolution Amount to the Certificateholders or, if earlier, shall on the Delisting Purchase Undertaking Date, the Certificateholders’ Optional Dissolution Date, the Tax Dissolution Date or the Issuer Optional Dissolution Date, as the case may be, pay the Early Dissolution Amount to the Certificateholders. The Trustee shall on the Dissolution Event Redemption Date pay the Early Dissolution Amount to the Certificateholders save where the Certificates have been declared due and payable as a result of or in connection with a failure by the Issuer to comply with its obligations upon and in respect of an exercise of Exchange Right by a Certificateholder, in which case each Certificate shall be repayable at an amount equal to such Certificate’s pro rata share of the Exchange Property Value of the Exchange Property which would have been deliverable on exchange had the date of such declaration been the Exchange Date or, if higher, the Early Dissolution Amount of the Certificate.

Payments in respect of an Exchange Right

7. Upon the exercise of the Exchange Right by a Certificateholder during the Exchange Period, pursuant to the terms of the Cash Settlement Deed and the Share Settlement Deed, the Obligor shall:
 - (a) on the Settlement Date purchase from the Issuer all or a *pro rata* portion of the Shariah-compliant Tangible Assets comprised in the Wakalah Venture in consideration for either:
 - (i) in accordance with the Share Settlement Deed, the delivery by the Obligor of such Certificateholder’s *pro rata* portion of the Exchange Property; or
 - (ii) in accordance with the Cash Settlement Deed, payment of the relevant Cash Settlement Amount in U.S. dollars to the Issuer;
 - (b) on the date falling one Payment Business Day prior to the date specified for payment by the Issuer under Condition 7(b)(ii), if upon a written certification by an authorised signatory of the Issuer that transfer or delivery to any Certificateholder of any Exchange Property (other than cash) would be unlawful under the laws of any applicable jurisdiction or contrary to any official declaration, order, directive or regulation in any applicable jurisdiction, pay to the Issuer an amount equal to the Cash Settlement

Amount in respect of the whole or, as applicable, the relevant *pro rata* share of the Exchange Property, the delivery of which would be unlawful, converted into U.S. dollars at the applicable Screen Rate on such date for the purchase from the Issuer of all or, as applicable, such *pro rata* portion of the Shariah-compliant Tangible Assets comprised in the Investments which relates to the part of the Exchange Property, the delivery of which would be unlawful in accordance with the Cash Settlement Deed; or

- (c) on the date falling one Payment Business Day prior to the date specified for payment by the Issuer under Condition 7(b)(iii)(2), upon a written certification by an authorised signatory of the Issuer that delivery to any Certificateholder of any dividend or other income or distribution or rights satisfied or made otherwise than in cash would be unlawful under any applicable laws (other than, for the avoidance of doubt, in respect of a written certification that delivery to any Certificateholder of any rights satisfied or made otherwise than in cash would be considered unlawful), pay to the Issuer an amount equal to the Realisation Proceeds payable by the Issuer in respect of such dividend or other income or distribution for the purchase from the Issuer of such dividend or other income or distribution in accordance with the Cash Settlement Deed.
8. Upon receipt of the Exchange Property or the amounts referred to in paragraph 7 above, the Issuer shall:
- (a) on a date no later than the Settlement Date either (A) procure the delivery of the *pro rata* portion of the Exchange Property to the Certificateholder or (B) pay the relevant Cash Settlement Amount in U.S. dollars to the Certificateholder on the date specified in either the Issuer Cash Settlement Notice or the Obligor Cash Settlement Notice, as applicable, in satisfaction of such Certificateholder's Exchange Right;
 - (b) in respect of the amount referred to in paragraph 7(b) above, pay to the Certificateholder such amount on a date not later than 20 Payment Business Days after the relevant Settlement Date; or
 - (c) in respect of the amount referred to in paragraph 7(c) above, pay to the Certificateholder such amount equal to the Realisation Proceeds as soon as practicable by whichever is the later of 10 Business Days after its receipt of the dividend or other income or distribution or rights and the relevant Settlement Date.

SUMMARY FINANCIAL INFORMATION

Khazanah

The following table presents selected audited financial information for Khazanah on an unconsolidated basis as at and for each of the five years ended 31 December 2011, 31 December 2012, 31 December 2013, 31 December 2014 and 31 December 2015.

The unconsolidated financial statements of Khazanah have been prepared in accordance with Approved Accounting Standards issued by the Malaysian Accounting Standards Board, which may differ in certain material respects from generally accepted accounting principles in certain other jurisdictions, including International Accounting Standards or International Financial Reporting Standards and auditing standards which prospective investors may be familiar with in other countries.

	As at and for the year ended 31 December				
	2011	2012	2013	2014	2015
			(audited)		
			(RM million)		
Pre-tax profit	5,213	1,819	2,512	1,006	500
Profit after tax	5,148	1,646	2,566	884	382
Total assets	62,731	61,773	64,355	70,555	70,482
Total liabilities	37,352	35,832	36,757	42,605	43,151
Paid-up capital	8,444	8,444	8,444	6,644	6,644

As at 31 December 2015, Khazanah's overall portfolio mark-to-market realisable asset value ("**RAV**") extracted from The Khazanah Report 2015 published in May 2016 (the "**2015 Report**") was RM150.2 billion.

See "*Khazanah Nasional Berhad — Principal indebtedness of Khazanah*" and "*Khazanah Nasional Berhad — Recent developments*" for a description of Khazanah's principal indebtedness and certain changes to the assets and liabilities of Khazanah since 31 December 2015.

The Company

The BEWG Group's latest financial information is published on their website and on the HKSE website.

INVESTMENT CONSIDERATIONS

Notwithstanding that this Offering Circular does not contain all information in relation to the Issuer, the Obligor, the Company, the Certificates or the Shares that any individual prospective investor may deem appropriate prior to making an investment decision in relation to the Certificates, prior to making such a decision, prospective investors of the Certificates should carefully consider all the information set forth in this Offering Circular, including the investment considerations set out below. The investment considerations set out below do not purport to be complete or comprehensive in terms of all the investment considerations that may be involved in the businesses of the Issuer, the Obligor, its subsidiaries and associate companies, the Company or the Shares or any decision to purchase, own or dispose of the Certificates. There may also be additional investment considerations which the Issuer, the Obligor or the Joint Lead Managers are currently unaware of or which are not disclosed herein, which may also impair the financial condition, performance or results of operations of the Issuer, the Obligor or the Company, or affect the market price of, liquidity and/or trading in, the Certificates and the Shares.

Words and expressions defined in “Conditions of the Certificates” shall have the same meanings in this section unless otherwise stated.

Considerations relating to this Offering Circular

This Offering Circular contains only a summary description of the Issuer and the Obligor. This Offering Circular does not purport to, nor does it contain, all information in relation to the Issuer, the Obligor, the Company, the Certificates or the Shares that any individual prospective investor may deem appropriate prior to making an investment decision in relation to the Certificates.

This Offering Circular (or any part hereof) is not intended to provide the basis for any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Obligor, the Joint Lead Managers, the Trustee or the Agents that any recipient of this Offering Circular or any such other document or information (or such part thereof) should subscribe for or purchase any of the Certificates. Each person receiving this Offering Circular acknowledges that such person has not relied on any of the Issuer, the Obligor, the Joint Lead Managers, the Trustee or the Agents or any person affiliated with any of them in connection with its investigation of the accuracy of the information contained herein or of any additional information considered by it to be necessary in connection with its investment decision.

Any recipient of this Offering Circular contemplating subscribing for or purchasing any of the Certificates should determine for itself the relevance of the information contained herein and any such other document or information (or any part thereof) and its investment should be, and shall be deemed to be, based solely upon its own independent investigation of the financial condition and affairs, and its own appraisal of the prospects and creditworthiness of the Issuer, the Obligor or the Company and their respective subsidiaries and associate companies (if any), the Conditions, the Shares and any other factors relevant to its decision, including the merits and risks involved. In particular, recipients of this Offering Circular should note that the latest financial statements of Khazanah incorporated herein are as at and for the year ended 31 December 2015.

This Offering Circular contains limited information on the Company.

Information and statements in this Offering Circular relating to the Company have been extracted solely from publicly available sources. No representation is made that such information as contained herein has been based on the latest publicly available information. Investors should further note that this Offering Circular contains no forward-looking statements or financials in relation to any estimates and/or assumptions made by the Company.

The Company is listed on the HKSE, and is therefore subject to the continuous disclosure requirements imposed by the HKSE. As such, information relating to the Company can be obtained from a variety of sources. The Issuer and the Obligor take no responsibility and accept no liability for, and make no representation or warranty (whether express or implied) as to the accuracy and completeness of any

information obtained by an investor about the Company. Investors should make their own enquiries, and where appropriate, obtain prior advice in relation to any investment decision.

The information on the Company in this Offering Circular has not been verified.

Information on the Company, including but not limited to any public filings by the Company, contained in this Offering Circular has not been verified or reviewed by the Issuer, the Obligor, the Joint Lead Managers, the Trustee or the Agents. None of the Issuer, the Obligor, the Joint Lead Managers, the Trustee or the Agents has undertaken a due diligence review of the operations and financial condition of the Company. Information with respect to the Company contained in this Offering Circular is based on publicly available information. Where information contained in this Offering Circular includes extracts or summaries of information and data from various private sources (including the Company), each of the Issuer and the Obligor accepts responsibility for accurately reproducing such summaries and data but accepts no further or other responsibility in respect of such information. Such third party sources are identified in the text, as applicable. None of the Issuer, the Obligor, their management, their employees, the Joint Lead Managers, the Trustee, the Agents or their respective advisers or other parties takes any responsibility, express or implied, for such information. In addition, none of such parties has taken any steps to verify the accuracy of any of the information relating to the Company included in this Offering Circular and no representation or warranty, express or implied, is made by any such parties as to the accuracy or completeness of such information. Consequently, investors should not conclude that the issuance of the Certificates is any form of investment recommendation by the Issuer, the Obligor, the Joint Lead Managers, the Trustee or the Agents of the Shares. Investors are cautioned not to place undue reliance on information on the Company contained in this Offering Circular.

Considerations relating to the Issuer

The Issuer has conducted limited activities since its incorporation, has no material assets and is dependent on Khazanah to pay amounts due and/or deliver the Exchange Property under the Certificates.

The Issuer is a special purpose vehicle in the form of a limited liability company incorporated in Labuan on 15 July 2016 pursuant to the Labuan Companies Act, 1990 of Malaysia and has conducted limited activities since its incorporation. Its principal business activities are to issue the Certificates and to engage in activities incidental or related to such issuance and to undertake any Shariah-compliant transactions involving, or relating to, the Obligor and/or its affiliates, provided that such Shariah-compliant transactions would contain a limited recourse provision which specifies that recourse in each of those Shariah-compliant transactions shall be limited to the relevant assets in relation thereto. The Issuer's only material assets in relation to the Certificates, which will be held by it as trustee on trust for the Certificateholders, will be the Trust Assets, including its rights under the Transaction Documents to receive the Scheduled Dissolution Amount payable upon maturity or the Early Dissolution Amount payable on the occurrence of a Dissolution Event (as applicable) and the obligation of Khazanah to deliver the Exchange Property under the Share Settlement Deed (or cash thereof, under the Cash Settlement Deed). The Certificates will not be obligations or responsibilities of, or guaranteed by, the Trustee, any of the Agents or the Joint Lead Managers. The ability of the Issuer to pay amounts due and/or deliver the Exchange Property to the Certificateholders will therefore be dependent upon Khazanah fulfilling its obligations under the Transaction Documents. As a consequence, the Issuer's ability to satisfy its obligations under the Certificates is subject to all the risks to which Khazanah is subject that could negatively affect its ability to satisfy its obligations under the Transaction Documents.

Considerations relating to Khazanah

The Obligor has no operations of its own and is dependent on investment income from its investments for revenue and to pay dissolution amounts on the Certificates.

The Obligor is a holding company for investments in its subsidiaries and associate companies and has no operations of its own. As a result, the Obligor will depend upon its investment income, including

dividends and distributions from its subsidiaries, associate companies and investee companies and proceeds from divestments, to make payments if and when required, in its capacity as Wakeel under the Wakalah Agreement, in its capacity as Buyer under the Commodity Murabahah Investment Agreement and in its capacity as Obligor under the Purchase Undertaking and the Cash Settlement Deed. The ability of such companies to pay dividends to their shareholders (including the Obligor) is subject to, among other things, the results of operations and funding requirements of such companies, distributable reserves, the approval of their directors and shareholders, and applicable law and restrictions contained in debt instruments of such companies, if any. Moreover, further issues of equity interests by these companies could dilute the ownership interest of the Obligor in such companies.

The Wakalah Agreement, Commodity Murabahah Investment Agreement, Purchase Undertaking and Cash Settlement Deed will be structurally subordinated to all existing and future obligations of Khazanah's subsidiaries and associate companies.

As a holding company with no independent operations, Khazanah's obligations, in its capacity as Wakeel under the Wakalah Agreement, in its capacity as Buyer under the Commodity Murabahah Investment Agreement and in its capacity as Obligor under the Purchase Undertaking and the Cash Settlement Deed, will be effectively subordinated to all existing and future obligations of its direct and indirect subsidiaries and associate companies. All claims of creditors of these companies, including trade creditors, lenders and all other creditors, will have priority as to the assets of such companies over claims of the Obligor and its creditors, including any claims by or on behalf of the Issuer relating to amounts payable by Khazanah pursuant to the Wakalah Agreement, the Commodity Murabahah Investment Agreement, the Purchase Undertaking and the Cash Settlement Deed.

Khazanah and its portfolio companies are subject to strategic risk.

Khazanah's investment portfolio is subject to investment and market risks as well as concentration risks. Khazanah's investment portfolio may be concentrated in certain sectors and geographic regions or in certain of its individual investments which may or may not be listed. Khazanah's investment portfolio profile may change from period to period depending on various factors, including market conditions, investment opportunities, and the investments and divestments undertaken by Khazanah.

As at 31 December 2015, the top five sectors contributing to Khazanah's investment portfolio in terms of marked-to-market RAV were the media and communications, healthcare, power, financial services and property sectors comprising 22.0 per cent., 17.2 per cent., 15.3 per cent., 13.7 per cent. and 10.6 per cent. respectively. In terms of Khazanah's RAV by geographic exposure, 55.1 per cent. of its investment portfolio is attributed to Malaysia, 12.1 per cent. to Singapore, 7.4 per cent. to Turkey, 6.5 per cent. to China, 5.7 per cent. to Indonesia, 4.1 per cent. to India, and 9.1 per cent. to the rest of the world, as at 31 December 2015. These RAV percentages are extracted from the 2015 Report.

Khazanah and its portfolio companies are exposed to various regulatory and litigation risks.

Khazanah and its portfolio companies hold investments in Malaysia and other countries, which means that Khazanah and such entities are subject to a variety of legal and regulatory requirements and judiciary systems in such jurisdictions. Laws and regulations that are applied in such countries may change from time to time. Changes in laws or regulations, other regulatory matters or litigation actions involving Khazanah and its portfolio companies, or restrictions such as tariffs, trade barriers, requirements relating to withholding taxes on Khazanah or such entities in any jurisdiction may have a material adverse effect on the financial condition of Khazanah and the Khazanah Group or the business or results of operations of the Khazanah Group.

Liabilities relating to investments and divestments.

In connection with an investment in, or divestment of, an interest in a company, Khazanah may be exposed to certain claims or liabilities relating to the subject company (or its ownership interest

therein), including, without limitation, tax or environmental claims or liabilities. There can be no assurance that any such claim or liability would not have a material adverse effect on the financial condition of Khazanah and the Khazanah Group or the business or results of operations of the Khazanah Group.

Government ownership of Khazanah.

Save for the one ordinary share owned by the FLC, a body corporate incorporated pursuant to the Federal Lands Commissioner (Incorporation) Act, 1957 of Malaysia, all the ordinary shares of Khazanah are owned by the Minister of Finance (Inc), a body corporate incorporated pursuant to the Minister of Finance (Incorporation) Act, 1957 of Malaysia (the “**Obligor’s Shareholder**”) and Khazanah is the strategic investment fund of the Government. As such, the Government, as the single largest shareholder of Khazanah (through the Minister of Finance (Inc)), can exercise influence over the corporate objectives, strategies or actions of Khazanah. Although the Government has not to date taken any actions to exercise such influence, there can be no assurance that the Government will not do so in a manner that is inconsistent with the interests of the Certificateholders.

Khazanah may not be able to replace the investments disposed of under Khazanah’s divestment strategy and the remaining investments may not be able to generate the same levels of investment income.

Khazanah is committed to a gradual and orderly divestment of its non-core companies and holdings in core strategic investments, as evidenced by its divestment track record. Khazanah’s divestment strategy in relation to non-core companies is in line with the role of Government-Linked Investment Companies and Government-Linked Companies under the new economic model announced by the Government on 30 March 2010 and its overall divestment strategy assists in increasing the free float and availability of shares of entities in which Khazanah invests and provides Khazanah with the opportunity to realise shareholder value. Between 2004 and 2015, Khazanah made 144 investments worth RM74.7 billion and 77 divestments valued at RM48.1 billion, recording gains of RM22.3 billion on divestments. There is, however, no assurance that investments of the equivalent value or competitiveness may be found to replace the disposed investments and the new investments may not be able to deliver the same financial performance or generate an equivalent level of investment income.

Considerations relating to Malaysia

Political, economic and social developments in Malaysia may adversely affect the Khazanah Group.

As a company incorporated in Malaysia with significant investment exposure to the fiscal performance of Malaysia, the financial condition of Khazanah and the Khazanah Group or the business or results of operations of the Khazanah Group may be adversely affected by political, economic and social developments in Malaysia. Any change in Government policies, changes to senior positions within the Government or any political instability in Malaysia arising from these changes, may have a material adverse effect on the Khazanah Group, its business, operations and financial condition. Furthermore, any changes in the composition of the Government could result in a change in Government policies.

In addition to changes in the Government, other political and economic uncertainties include, but are not limited to, the risks of war, terrorism, riots, expropriation, nationalism, renegotiation or nullification of existing contracts, changes in interest rates and methods of taxation.

Developments in Malaysia and globally may negatively impact Khazanah and its portfolio companies.

The market and economic conditions in Malaysia and globally have been, and continue to be, disruptive and volatile. The adverse global economic conditions and the volatility of the capital

markets have had, and may continue to have, an adverse impact on the value of Khazanah's portfolio, the value and profitability of Khazanah's portfolio companies' businesses and, in turn, the Khazanah Group's revenue and profitability. Ongoing events such as the continued instability of European and U.S. financial markets, as well as recent events such as the political instability and turmoil in certain Middle Eastern countries and terrorist-linked attacks in France, Nigeria and Turkey may adversely affect economic activity and financial markets. In addition, these conditions have had, and may continue to have, an adverse impact on the ability of Khazanah's portfolio companies to pay dividends or make other distributions or payments to Khazanah, or may result in Khazanah's portfolio not generating the expected returns for Khazanah.

A re-imposition of capital controls may affect investors' ability to repatriate the proceeds from the sale of the Certificates and Shares and dissolution amounts paid on the Certificates from Malaysia.

As part of the package of policy responses to the 1997 economic crisis in Southeast Asia, the Government introduced, on 1 September 1998, selective capital control measures. The Government initiated the liberalisation of selective capital control measures in 1999 to allow foreign investors to repatriate principal capital and profits, subject to a system of graduated exit levies based on the duration of investment in Malaysia. On 1 February 2001, the Government revised the levy to apply only to profits made from portfolio investments retained in Malaysia for less than one year. Currently, there are no applicable repatriation levy measures in Malaysia.

However, there is no assurance that the Government will not re-impose these or other capital controls in the future. If the Government re-imposes foreign exchange controls, investors may not be able to repatriate the proceeds of the sale of the Certificates and Shares and dissolution amounts paid on the Certificates from Malaysia for a specified period of time or may only do so after paying a levy.

Malaysian corporate and other disclosure and accounting standards differ from those in other jurisdictions.

Khazanah's financial statements are prepared and presented in accordance with Approved Accounting Standards issued by the Malaysian Accounting Standards Board, which differ in certain material respects from generally accepted accounting principles in certain other jurisdictions, including International Accounting Standards or International Financial Reporting Standards and auditing standards which prospective investors may be familiar with in other countries. As a result, Khazanah's financial statements and reported earnings could be significantly different from those which would be reported under other jurisdictions. This Offering Circular does not contain a reconciliation of Khazanah's financial statements to generally accepted accounting principles of any other jurisdiction, and there is no assurance that such reconciliation would not reveal material differences.

Ebola, MERS-CoV, Influenza A (H1N1) and other infectious diseases may adversely affect the Khazanah Group.

The outbreak of an infectious disease in Asia (including Malaysia) and elsewhere, together with any resulting restrictions on travel or quarantines imposed, could have a negative impact on the economy and business activity in the region and thereby have a material adverse effect on the business, financial condition and results of operations of Khazanah.

For example, the outbreak of the Ebola virus in 2014 and the outbreak of Middle East respiratory syndrome coronavirus ("MERS-CoV") in the Middle East in 2012 was widespread and resulted in travel restrictions and quarantines. In April 2009, there was an outbreak of Influenza A virus ("H1N1") which originated in Mexico but subsequently spread globally including confirmed reports in Indonesia, Hong Kong, Japan, Malaysia, Singapore and elsewhere in Asia. In August and September 2009, there were a number of deaths in Malaysia resulting from H1N1. H1N1 is believed to be highly contagious and may not be easily contained.

There can be no assurance that any precautionary measures taken against infectious diseases would be effective. An outbreak of the Ebola virus, MERS-CoV, H1N1 or another contagious disease or the measures taken by the governments of affected countries, including Malaysia, against such potential outbreaks, could seriously interrupt the Khazanah Group's operations or the services or operations of its suppliers and customers, and have a material adverse effect on the business, cash flows, operational results, financial condition and prospects of the Khazanah Group. The perception that an outbreak of the Ebola virus, MERS-CoV, H1N1 or another contagious disease may occur may also have an adverse effect on the economic conditions of countries in Asia, where many of Khazanah's investments are located.

Considerations relating to the Telekom Malaysia shares

Beneficial ownership of the Telekom Malaysia shares will be purchased by the Issuer, but the transactions may be set aside.

On the Closing Date, the Issuer shall invest the proceeds of the issue of the Certificates in the Commodity Murabahah Investment and initially U.S.\$199,400,000 in value of Telekom Malaysia shares. The Issuer will declare a trust over such assets in favour of the Certificateholders. Beneficial ownership of Telekom Malaysia shares will be acquired by the Issuer from Khazanah pursuant to the Sale and Purchase Agreement. If a claim or action were to be instituted to set aside the acquisition of beneficial ownership of such Telekom Malaysia shares described above and if such claim or action were to be successful, the Issuer could lose its beneficial ownership (over which a trust is declared in favour of the Certificateholders) of such Telekom Malaysia shares.

The Issuer has not made searches and investigations relating to the Telekom Malaysia shares.

The Issuer has not made or caused to be made or will not make or cause to be made on its behalf all the enquiries, searches and investigations which a prudent purchaser of assets such as the beneficial ownership of the Telekom Malaysia shares would make and the Joint Lead Managers, the Trustee and the Agents have made no such enquiries, searches or investigations. Each of the Issuer, the Trustee and other such parties will rely on the representations and warranties made by Khazanah contained in the Sale and Purchase Agreement.

Considerations relating to the Shares

The Issuer has not made searches and investigations relating to the Shares.

The Issuer has not made or caused to be made or will not make or cause to be made on its behalf all the enquiries, searches and investigations which a prudent purchaser of assets such as the beneficial ownership of the Shares would make and the Joint Lead Managers, the Trustee, the Agents and the Obligor have made no such enquiries, searches or investigations. The Company has not participated in the preparation of this Offering Circular. Accordingly, the business and financial information relating to the Company and the BEWG Group may not be accurately reflected in this Offering Circular.

Inability to purchase further Shares in the market.

In the event that the Issuer is unable (due to insufficient funds being available to it or otherwise) to purchase further Shares in the market, such event may result in the Issuer being unable to deliver the Exchange Property or the requisite *pro rata* portion thereof upon exercise by Certificateholders of their Exchange Rights. Subject to the Obligor's right to satisfy the delivery of the Exchange Property pursuant to the Purchase Undertaking and the Share Settlement Deed or the requisite *pro rata* portion thereof for an amount of cash in U.S. dollars equal to the Cash Settlement Amount pursuant to the Cash Settlement Deed, such failure to deliver the Exchange Property or the requisite *pro rata* portion thereof would, following expiry of a specified grace period, constitute a Dissolution Event, in which case the Certificates will be redeemed at an amount equal to such Certificate's *pro rata* share of the Exchange Property Value of the Exchange Property or, if higher, the Early Dissolution Amount.

Considerations relating to Hong Kong and the PRC

The Shares are denominated in Hong Kong dollars.

The Shares are denominated in Hong Kong dollars. As a result, investors are exposed to foreign currency exchange risk between the Hong Kong dollar and other currencies. The value of the Shares as measured in currencies other than Hong Kong dollars may be adversely affected by changes in currency rates. The Hong Kong Government has a policy of maintaining a stable Hong Kong dollar exchange rate against the U.S. dollar (the “**Linked Exchange Rate System**”) and has consistently applied that policy since October 1983. Since the introduction of the Linked Exchange Rate System in 1983, the Hong Kong Government has repeatedly reaffirmed its commitment to this system. However, in the event that this policy were to be changed and in the event that there were to be a depreciation in the value of the Hong Kong dollar against the U.S. dollar, the corresponding value of the Shares in U.S. dollar terms might be significantly reduced.

Extensive regulations may adversely affect the BEWG Group’s water supply business.

Revenue from the BEWG Group’s water supply business consists primarily of tariff payments under the relevant concession agreements. Adjustments to tariffs are generally subject to approvals by the relevant government authorities in the PRC and applications for upward adjustments to the tariffs may usually be made in the case of increases in key costs including raw material prices, labour costs and electricity charges. There is no assurance that in the event that there is any increase in such key costs, the relevant government authorities will approve the BEWG Group’s applications for increasing the tariffs to reflect such increase in costs. Furthermore, even if the relevant government authorities agree to increase the tariff, there is no assurance that such increase will fully reflect the increase in the BEWG Group’s actual costs.

The BEWG Group is exposed to risks associated with entering into contracts with PRC Government and other public organisations, and its performance may be significantly affected by government spending on infrastructure and other projects.

The BEWG Group’s customers include agencies or entities owned or otherwise controlled by the PRC Government. To the extent that the BEWG Group’s projects are funded by the PRC Government, they may be subject to delays or changes as a result of the changes in the PRC Government’s budgets or for other policy considerations. The PRC Government’s spending on infrastructure and other construction projects has historically been, and will continue to be, cyclical in nature and vulnerable to fluctuations in the PRC’s economic conditions and changes in the PRC Government’s policies. The BEWG Group therefore has significant exposure to the risks associated with contracting with public organisations. In addition, any disputes with governmental entities and other public organisations could potentially lead to contract termination if unresolved or may take a considerably longer period of time to resolve than disputes with counterparties in the private sector, and payments due to the BEWG Group from these entities and organisations may be delayed as a result. In some circumstances, they may also require the BEWG Group to change its construction methods, equipment or other performance terms or direct it to reconfigure its designs or purchase specific equipment for the relevant project in connection with the BEWG Group’s engineering and construction projects or undertake additional obligations or change other contractual terms, thereby subjecting the BEWG Group to additional costs. Resolution of any disagreement with them with respect to such changes may be time-consuming and may cause the BEWG Group to incur additional costs. Changes in governmental budgets and policies relating to the BEWG Group’s projects could also result in delays in project commencement or completion, adverse changes to such projects or a withholding of, or delay in, payment to the BEWG Group. If a government entity or other public organisation terminates a contract with the BEWG Group, its order book could be reduced and its business plans may be adversely affected.

The BEWG Group faces foreign exchange and conversion risks and fluctuation of the Renminbi may adversely affect the BEWG Group's operations and financial results.

The value of Renminbi is subject to changes in the PRC Government's policies and depends to a large extent on domestic and international economic and political developments, as well as supply and demand in the local market. Since 1994, the conversion of Renminbi into foreign currencies, including Hong Kong dollars and U.S. dollars, has been based on exchange rates published by the People's Bank of China, which are set daily based on the previous day's interbank foreign exchange market rates in the PRC and current exchange rates on the world financial markets. Since 1994, the official exchange rate for the conversion of Renminbi into U.S. dollars has generally been stable. However, on 21 July 2005, the PRC Government changed its policy of pegging the value of the Renminbi to the U.S. dollar. Under the new policy, the Renminbi is permitted to fluctuate within a narrow and managed band against a basket of certain foreign currencies.

As at 30 June 2016, the BEWG Group does not have any outstanding hedging transactions to manage its exposure to foreign currency exchange risk. While the BEWG Group may enter into hedging transactions in the future, the availability and effectiveness of these transactions may be limited and the BEWG Group may not be able to successfully hedge its exposure or at all. In addition, the BEWG Group's currency exchange losses may be magnified by PRC exchange control regulations that restrict the BEWG Group's ability to convert foreign currency into Renminbi. As a result, fluctuations in exchange rates may have a material adverse effect on the BEWG Group's results of operations.

Changes in the economic, political and social conditions in the PRC and policies adopted by the PRC Government could adversely affect the BEWG Group's results of operations and financial condition.

At present, the BEWG Group's operations are heavily concentrated in the PRC and so the BEWG Group's revenue is substantially derived from the PRC. Accordingly, the BEWG Group's business, financial condition and results of operations are subject to economic conditions in the PRC. Any adverse change in the economic conditions in the PRC could adversely affect the BEWG Group's business, financial condition and results of operations.

Although the PRC's economy has been transitioning from a planned economy to a more market-oriented economy for more than three decades, a substantial portion of productive assets in the PRC is still owned by the PRC Government. The PRC Government also exercises significant control over the economic growth of the PRC through allocating resources, controlling foreign exchange, setting monetary policy and providing preferential treatments to particular industries or companies. In recent years, the PRC Government has implemented economic reform measures emphasising the use of market forces to drive economic development. These economic reform measures may be adjusted or modified or applied inconsistently from industry to industry, or across different regions of the country. As a result, some of these measures may benefit the overall PRC economy, but may also have a negative effect on the industry or the BEWG Group's business.

Considerations relating to an Investment in the Certificates

Certificateholders do not have the benefit of any security interest with respect to the Exchange Property and, following any default, do not have recourse against the Exchange Property or a claim for the value of the Exchange Property.

Neither the Trust Deed nor the Certificates create any security interest in favour of the Certificateholders either to secure the payment obligations arising under the Certificates or to secure the performance of the Exchange Rights thereunder. Accordingly, in the event of any insolvency of the Issuer, the Certificateholders will rank *pari passu* with all other unsecured creditors of the Issuer and will have no direct rights over the Exchange Property. If any Certificate is declared due and payable by the Trustee following the occurrence of any of the events described under "*Conditions of the Certificates — Dissolution Events*", such Certificate shall become immediately due and payable at its

Early Dissolution Amount. If the Certificates shall be declared due and payable as a result of or in connection with a failure by the Issuer to comply with its obligations upon and in respect of an exercise of the Exchange Right by a Certificateholder, each Certificate shall be repayable at an amount equal to such Certificate's *pro rata* share of the Exchange Property Value of the Exchange Property which would have been deliverable on exchange had the date of such declaration been the Exchange Date or, if higher, the Early Dissolution Amount of the Certificate. The Certificateholders' sole recourse will be to the Trust Assets, which includes recourse to the Obligor pursuant to the Transaction Documents. See "*The Certificates are limited recourse obligations*". Access to those assets is limited as set forth in the Conditions. In the event of default by the Obligor in performing its purchase undertaking under the Purchase Undertaking or in paying the Deferred Sale Price under the Commodity Murabahah Investment Agreement, the Issuer may have to dispose of the Trust Assets to third parties. In such circumstances, the Trust Assets may be insufficient to fund amounts payable upon redemption of the Certificates to Certificateholders and, taken as a whole, may have a value less than that of the Nominal Value of the Certificates. Any attempt to recover the shortfall following disposal of the Trust Assets will have to be undertaken by way of subsequent proceedings against the Obligor pursuant to the Transaction Documents.

Performance of contractual obligations.

The ability of the Issuer to make payments in respect of the Certificates will depend upon the due performance by the other parties to the Transaction Documents of their obligations thereunder, and in particular the performance by the Obligor of its purchase and/or payment obligations. Specifically, the ability of the Issuer to make payments in respect of the Certificates will be dependent on, *inter alia*, the receipt by it of Deferred Sale Price from the Buyer under the Commodity Murabahah Investment Agreement.

Withholding tax under the Certificates.

If withholding taxes are imposed in respect of payments to Certificateholders of amounts due pursuant to the Certificates, the Issuer is obliged (subject to sufficient funds being available to it) to gross up or otherwise compensate Certificateholders for the lesser amounts the Certificateholders will receive as a result of the imposition of such withholding taxes. Such gross up payment will be made by the Issuer out of the payment of Deferred Sale Price due under the Commodity Murabahah Investment Agreement. However, no assurance can be given that such funds will be sufficient to enable the Issuer to make such gross up payment.

No obligation on the part of the Obligor's Shareholder with respect to the Certificates.

Save for one ordinary share owned by the FLC, all the ordinary shares in the Obligor are owned by the Obligor's Shareholder. However, the Obligor's Shareholder is not legally obliged to provide financial support to the Obligor. Khazanah's obligations under the Wakalah Agreement, the Commodity Murabahah Investment Agreement, the Cash Settlement Deed, the Share Settlement Deed and the Purchase Undertaking are not guaranteed by the Obligor's Shareholder, and the Obligor's Shareholder has no obligation to the Certificateholders. There can be no assurance that the Obligor's Shareholder will provide financial support to the Obligor or the Issuer in the event that the Obligor or the Issuer is unable to meet its obligations under the Wakalah Agreement, the Commodity Murabahah Investment Agreement, the Cash Settlement Deed, the Share Settlement Deed, the Purchase Undertaking or the Certificates. In addition, the Obligor's Shareholder has given no undertaking in relation to its continued ownership of the Obligor, although it will constitute a Dissolution Event under the Certificates if the Government ceases to own the entire issued share capital of the Obligor.

The Certificates are limited recourse obligations.

The Certificates do not represent an interest in any of the Issuer, the Obligor, the Trustee, the Agents or any of their respective affiliates. Notwithstanding anything to the contrary contained herein or in any Transaction Document, no payment of any amount whatsoever shall be made in respect of the

Certificates by the Issuer, the Trustee or the Agents or any of their respective directors, officers, employees or agents except to the extent that funds are available therefore from the Trust Assets. The Trust Assets include, among others, all of the Issuer's rights, title, interest, entitlement and benefit, in, to and under the Wakalah Venture, which, when any amount is due and payable thereunder, constitutes an obligation of Khazanah in respect of which a claim may be made by the Issuer and the Trustee and which ranks equally with all its other present and future unsecured and unsubordinated obligations of Khazanah. By subscribing for or acquiring the Certificates, the Certificateholders acknowledge that no recourse may be had for the payment of any amount owing in respect of the Certificates against the Trustee, the Issuer or the Agents or any of their respective directors, officers or agents and, to the extent that all claims in respect of the Trust Assets have been exhausted, all claims in respect of the Certificates shall be extinguished. In addition, no Certificateholder will be able to petition for, or join any other person in instituting proceedings for, the reorganisation, liquidation, winding up or receivership of any of the Trustee, the Issuer or the Agents or of any of their affiliates if there is a shortfall after claims in respect of the Trust Assets have been exhausted or otherwise.

There is no obligation on the part of the Company in respect of the Certificates.

The Company has not participated in the preparation of this Offering Circular or in establishing the terms of the Certificates. As a consequence, there can be no assurance that all events occurring prior to the date hereof (including events that would affect the accuracy, completeness or adequacy of the information relating to the Company) that would affect the trading price of the Shares (and therefore the price of the Certificates) have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning the Company could affect the trading price of the Shares deliverable upon exchange of the Certificates and therefore the trading price of the Certificates. Further, the Company has no obligation with respect to the Certificates or amounts to be paid to the Certificateholders, including any obligation to take into account, for any reason, the needs of the Issuer, the Obligor or the Certificateholders.

The Issuer may not be able to redeem the Certificates upon a liquidation or dissolution of the Company.

In the event of a voluntary liquidation or dissolution of the Company, or the appointment of a receiver and/or manager in respect of the whole or substantially the whole of any of the Company's undertaking, property or assets, the Shares may be de-listed from the HKSE or, if applicable, the Alternative Stock Exchange. In accordance with the terms of the Trust Deed, should such an event occur, the Certificateholders will have the right to require the Issuer to redeem the Certificates. There can be no assurance that the Issuer will be able to redeem the Certificates at such time.

Certificateholders will bear the risk of fluctuations in the price of the Shares.

The market price of the Certificates at any time will be affected by fluctuations in the price of the Shares. The Shares are currently listed on the HKSE. There can be no certainty as to the effect, if any, that future issues or sales of the Shares, or the availability of the Shares for future issue or sale, will have on the market price of the Shares prevailing from time to time and therefore on the price of the Certificates. Sales of substantial numbers of the Shares in the public market, or a perception in the market that such sales could occur, could adversely affect the prevailing market price of the Shares and the Certificates. The results of operations, financial condition, future prospects and business strategy of the Company could affect the value of the Exchange Property for so long as it is comprised of the Shares. The trading price of the Shares will be influenced by the Company's operational results (which in turn are subject to the various risks to which its businesses and operations are subject, which are not described herein) and by other factors such as changes in the regulatory environment that can affect the markets in which the Company operates and capital markets in general. Corporate events such as share sales, reorganisations, take-overs or share buy backs may also adversely affect the value of the Shares. Any decline in the price of the Shares would adversely affect the market price of the Certificates.

Certificateholders' ability to enforce claims is uncertain.

Substantially all the assets of the Obligor and the assets of its directors and executive officers are located in Malaysia. Generally, since the United Kingdom is a reciprocating country, any judgment obtained against the Obligor or any of its directors or executive officers in any of the superior courts of the United Kingdom or other reciprocating countries as listed in the Reciprocal Enforcement of Judgments Act, 1958 of Malaysia (“REJA”), other than a judgment of such a court given on appeal from a court which is not a superior court, can be registered in the Malaysian High Court without reexamination or re-litigation of the matters adjudicated upon, if:

- (i) the judgment was not obtained by fraud;
- (ii) the enforcement of the judgment would not be contrary to natural justice or the public policy of Malaysia;
- (iii) the enforcement of the judgment would not be an enforcement of penal or revenue laws of England;
- (iv) the judgment was not obtained in proceedings in which the defendant did not (notwithstanding that process may have been duly served on him in accordance with the laws of England) receive notice of those proceedings in sufficient time to enable it to defend the proceedings and did not appear;
- (v) there has not been an earlier judgment of a competent court;
- (vi) the judgment is for a fixed sum and not for multiple damages;
- (vii) enforcement of proceedings is instituted within six years after the date of the judgment;
- (viii) an appeal is not pending, and the judgment creditor is not entitled and intending to appeal, against the judgment;
- (ix) the judgment was made by a court of competent jurisdiction; and
- (x) the judgment has not been wholly satisfied and is enforceable by execution in the courts of England.

As a result, the Trustee and/or the Certificateholders with claims against the Obligor, its directors or executive officers, will generally be able to pursue such claims by registering such judgments obtained in the recognised English courts or those of other reciprocating countries in the Malaysian High Court.

In addition, where the sum payable under a judgment which is to be registered is expressed in a currency other than Malaysian currency, the judgment shall be registered as if it were a judgment for such sum in Malaysian currency as is equivalent to the sum so payable on the basis of the rate of exchange prevailing at the date of the judgment of the original court.

There has been no prior public market for the Certificates; the liquidity and market price of the Certificates following the Offering may be volatile.

There is no existing market for the Certificates and there can be no assurances that a secondary market for the Certificates will develop, or if a secondary market does develop, that it will provide the Certificateholders with liquidity of investment or that it will continue for the life of the Certificates. The market value of the Certificates may fluctuate. Consequently, any sale of the Certificates by Certificateholders in any secondary market which may develop may be at prices that may be higher or lower than the initial offering price depending on many factors, including prevailing interest rates, the Khazanah Group's and the Company's operating results and the market for similar securities. There

can be no assurance as to the liquidity of, or trading market for, the Certificates and an investor in the Certificates must be prepared to hold the Certificates for an indefinite period of time or until their maturity. While application has been made to the LFX and Bursa Malaysia (under the exempt listing regime) for the listing of the Certificates and approval in-principle has been received from the SGX-ST for the listing of, and quotation for, the Certificates on the SGX-ST, there can be no assurance that such listings will occur on or prior to the Closing Date or at all. Historically, the market for debt by Southeast Asian issuers has been subject to disruptions that have caused substantial volatility in the prices of such securities. There can be no assurance that the market for the Certificates will not be subject to similar disruptions. Any such disruption may have an adverse effect on the Certificateholders.

Certificateholders have limited anti-dilution protection.

The Exchange Property into which the Certificates may be exchanged will be adjusted in the event that there is a sub-division, consolidation or re-denomination, rights issue, bonus issue, reorganisation, capital distribution or other adjustment including an offer or scheme which affects the property comprising the Exchange Property, but only in the situations and only to the extent provided in the “*Conditions of the Certificates — Exchange Right*”. There is no requirement that there should be an adjustment for every corporate or other event that may affect the value of the Exchange Property. Events in respect of which no adjustment is made may adversely affect the value of the Exchange Property and, therefore, adversely affect the value of the Certificates.

There is a limited period for, and costs associated with, the exercise of Exchange Rights.

An investor in a Certificate will, subject as more fully described herein under “*Conditions of the Certificates — Exchange Right*”, have the right to exchange such Certificate for either (A) if the Exchange Property does not consist wholly of Shariah-compliant assets (as determined by the Shariah Board by applying the Business Activity Test and the Financial Ratio Test) at the time of the Exchange Notice Date, a Cash Settlement Amount or (B) if the Exchange Property does wholly consist of Shariah-compliant assets (as determined by the Shariah Board by applying the Business Activity Test and the Financial Ratio Test) on the Exchange Notice Date, a *pro rata* share of the Exchange Property attributable to such Certificate. The Exchange Rights may be exercised at any time on or after 3 November 2016 up to the close of business (at the place where such Certificate is deposited for exchange) on the date which falls 10 Business Days prior to the Scheduled Dissolution Date, or if such Certificates shall have been called for dissolution prior to the Scheduled Dissolution Date (in accordance with the Conditions of the Certificates) on the date which falls 10 Business Days prior to the date fixed for dissolution thereof. If the Exchange Rights are not exercised by Certificateholders during the Exchange Period, the Certificates will be redeemed at 100 per cent. of their aggregate Nominal Value on 23 September 2021. A Certificateholder exercising Exchange Rights must pay any taxes and capital, stamp, issue, registration, documentary, transfer or other duties (including penalties), clearing fees and other expenses (together with any value added or other tax thereon), arising on exchange, as more fully described herein under “*Conditions of the Certificates — Exchange Right*”.

Short selling of the Shares by purchasers of the Certificates could materially and adversely affect the market price of the Shares.

The issue of the Certificates may result in downward pressure on the market price of the Shares. Many investors in exchangeable securities seek to hedge their exposure in the underlying equity securities, often through short selling of the underlying equity securities or similar transactions. In March 1996, the HKSE revised the regulated short selling scheme, which was introduced in January 1994, whereby certain securities can be short sold under specific conditions (the “**Designated Securities**”). The Shares have been listed by the HKSE as a Designated Security. Any short selling or similar hedging activity could place significant downward pressure on the market price of the Shares, thereby having a material adverse effect on the market value of the Shares owned by an investor as well as on the trading price of the Certificates.

There is no assurance that the Certificates will be Shariah-compliant.

The Joint Shariah Advisers to the transaction will confirm that the Certificates are Shariah-compliant. However, there can be no assurance as to the Shariah permissibility of the structure, the issue and the trading of the Certificates and none of the Obligor, the Joint Lead Managers, the Trustee or the Agents makes any representation on the same being so acceptable and investors are reminded that as with any Shariah views, differences in opinion are possible. Investors should obtain their own independent Shariah advice as to the Shariah permissibility of the structure, the issue and the trading of the Certificates. If the Certificates are deemed not to be Shariah-compliant by an investor's own standard of Shariah compliance, such investor may be required to sell or otherwise dispose of its Certificates by virtue of its own constitutional restraints or otherwise. Similarly, if the Certificates are deemed not to be Shariah-compliant by a potential investor's standards of Shariah-compliance, it may be prohibited from buying the Certificates by virtue of its own constitutional restraints or otherwise. Accordingly, the liquidity and price of the Certificates in the market may be adversely affected by particular Shariah standards, and the interpretation thereof, of existing or potential investors.

The Certificates are complex instruments and may not be a suitable investment for all investors.

Each potential investor in the Certificates must determine the suitability of that investment in light of its own circumstances. Furthermore, each potential investor in the Certificates should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Certificates, the merits and risks of investing in the Certificates and the information contained in this Offering Circular;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Certificates and the impact the Certificates will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Certificates or where the currency for payment is different from the potential investor's currency;
- understand thoroughly the terms of the Certificates and be familiar with the behaviour of any relevant indices and financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic and other factors that may affect its investment and its ability to bear the applicable risks.

In addition, the investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent: (i) the Certificates constitute legal investments for it; (ii) the Certificates can be used as collateral for various types of borrowing; and (iii) other restrictions apply to any purchase or pledge of any Certificates by the investor. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Certificates under any applicable risk-based capital or similar rules and regulations.

The Trustee may request the Certificateholders to provide an indemnity and/or security and/or pre-funding to its satisfaction.

In certain circumstances (including without limitation the giving of notice to the Issuer pursuant to Condition 13 of the Conditions of the Certificates), the Trustee may (at its sole discretion) request Certificateholders to provide an indemnity and/or security and/or pre-funding to its satisfaction before it takes actions on behalf of Certificateholders. The Trustee will not be obliged to take any such actions if not indemnified and/or secured and/or pre-funded to its satisfaction. Negotiating and agreeing to an indemnity and/or security and/or pre-funding can be a lengthy process and may impact on when such actions can be taken. The Trustee may not be able to take actions, notwithstanding the provision of an

indemnity and/or security and/or pre-funding to it, in breach of the terms of the Trust Deed or in circumstances where there is uncertainty or dispute as to the applicable laws or regulations and, to the extent permitted by the agreements and the applicable law, it will be for the Certificateholders to take such actions directly.

There can be no assurance as to the impact of a change in the laws governing the Transaction Documents.

The Conditions and the Transaction Documents (other than the Sale and Purchase Agreement) are governed by English law. The Sale and Purchase Agreement is governed by the laws of Malaysia. No assurance can be given as to the impact of any possible judicial decision or change to English law or the laws of Malaysia after the date of this Offering Circular (including their impact on the interpretation of such laws after the date of this Offering Circular), nor can any assurance be given that any such change would not adversely affect the ability of the Obligor to make payment under the relevant Transaction Documents or the Issuer to make payments under the Certificates.

Certain Certificateholders may be exposed to currency conversion risks due to the Certificates being denominated in U.S. dollars.

Payments to Certificateholders will be made in U.S. dollars. If an investor's financial activities are principally denominated in a currency other than U.S. dollars, it will be subject to certain currency conversion risks. These risks include (i) the risk that exchange rates may significantly change (including changes due to the devaluation of the U.S. dollar or revaluation of the investor's currency); and (ii) the risk that authorities with jurisdiction over the investor's currency may impose or modify exchange controls which could adversely affect any applicable exchange rate. In recent years, exchange rates between certain currencies have been volatile and such exchange rate volatility with a variety of currencies may continue in the future. Any appreciation of an investor's currency relative to the U.S. dollar would decrease the investor's currency-equivalent value of the amounts payable in respect of the Certificates and the investor's currency equivalent market value of the Certificates. In addition, exchange controls could adversely affect the availability of a specified foreign currency at the time of payments of amounts on a Certificate. As a result, investors may receive less payment than expected, or no payment at all.

CONDITIONS OF THE CERTIFICATES

The following, subject to amendment, other than the paragraphs in italics, are the conditions of the Certificates which will appear on the reverse of each of the individual certificates evidencing the Certificates:

The issue of the U.S.\$398,800,000 Exchangeable Trust Certificates due 2021 (the “**Certificates**”) of Bagan Capital Ltd (the “**Issuer**”) was authorised by the respective resolutions of the board of directors and shareholders of the Issuer passed on 20 July 2016. The Certificates are constituted by a trust deed (as modified from time to time in accordance with its terms, the “**Trust Deed**”) dated 23 September 2016 (the “**Closing Date**”) and made between the Issuer as settlor of the trust in favour of holders of the Certificates and The Bank of New York Mellon, London Branch (the “**Trustee**”, which term shall, where the context so permits, include all other persons or companies substituting the Trustee for the purposes of the Trust Deed and any co-trustee if so appointed pursuant to the Trust Deed) as trustee for the holders of the Certificates, and each Certificate evidences an undivided and unsecured beneficial ownership interest in the Trust Assets (as defined in Condition 3). The obligations of the Issuer in respect of the Certificates are not secured.

The Issuer has entered into an agency agreement (the “**Agency Agreement**”) dated the Closing Date with the Trustee, The Bank of New York Mellon, London Branch as principal agent (the “**Principal Agent**”), The Bank of New York Mellon, London Branch as exchange agent (the “**Exchange Agent**”), and The Bank of New York Mellon (Luxembourg) S.A. as registrar (the “**Registrar**”) and as transfer agent (the “**Transfer Agent**”). In these Conditions, the Principal Agent, the Transfer Agent, the Exchange Agent, the Registrar and any other paying agent (any such paying agent, a “**Paying Agent**” and together with the Principal Agent, the “**Paying Agents**”) and transfer agent (any such other transfer agent together with the Transfer Agent, the “**Transfer Agents**”) appointed under the Agency Agreement are together referred to as the “**Agents**”.

Pursuant to a costs undertaking deed (the “**Costs Undertaking Deed**”) dated the Closing Date executed by Khazanah Nasional Berhad (the “**Obligor**”), the Obligor has agreed to pay the fees and expenses of the Agents and the other service providers appointed in connection with the issue of the Certificates and to indemnify them in respect of any loss incurred in the performance of their respective obligations.

The statements in these terms and conditions of the Certificates (the “**Conditions**”) include summaries of, and are subject to, the detailed provisions of the Trust Deed, the Agency Agreement, the Wakalah Agreement, the Sale and Purchase Agreement, the Commodity Murabahah Investment Agreement, the Closing Date Deed of Surrender, the Obligor Undertaking, the Issuer Undertaking, the Purchase Undertaking, the Cash Settlement Deed, the Share Settlement Deed, the Costs Undertaking Deed, the Issuer Power of Attorney and the Obligor Power of Attorney (together, the “**Transaction Documents**” which shall include any amendments, variations and/or supplements thereto made or entered into from time to time). Copies of the Transaction Documents are available for inspection by Certificateholders at the registered office of the Issuer and at the specified offices of the Principal Agent. The Certificateholders (as defined in Condition 1(b)) are entitled to the benefit of the Trust Deed and are bound by, and are deemed to have notice of, all the provisions of the Transaction Documents applicable to them.

Unless given a defined meaning elsewhere in these Conditions or the context requires otherwise, capitalised terms used in these Conditions shall have the meanings given in Condition 6. In addition, words and expressions defined and rules of construction and interpretation set out or incorporated by reference in the Trust Deed shall, unless otherwise defined herein or unless the context otherwise requires, have the same meanings herein.

Each initial Certificateholder, by its acquisition and holding of its interest in a Certificate, shall be deemed to authorise and direct the Issuer to appoint Khazanah Nasional Berhad as the agent of the Issuer (in such capacity, the “**Wakeel**”) to perform certain duties in respect of the Wakalah Venture in

accordance with the terms of the Wakalah Agreement and the Investment Plan and to enter into each Transaction Document to which it is a party, subject to the terms and conditions of the Trust Deed and these Conditions.

1 Form, Denomination and Title

(a) Form and denomination

The Certificates are issued in registered form in the denomination of U.S.\$200,000 each and integral multiples of U.S.\$1,000 in excess thereof. A certificate will be issued to each Certificateholder in respect of its registered holding of Certificates. Each Certificate will be numbered serially with an identifying number which will be recorded on the relevant Certificate and in the register of Certificateholders (the “**Register**”) which the Issuer will procure to be kept by the Registrar.

Upon issue, the Certificates will be represented by a Global Certificate registered in the name of a nominee for, and deposited with, a common depository for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream, Luxembourg**”). The Conditions are modified by certain provisions contained in the Global Certificate.

(b) Title

Title to the Certificates passes only by transfer and registration in the register of holders of the Certificates. The holder of any Certificate will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it or any writing on, or theft or loss of, the Certificate issued in respect of it) and no person will be liable for so treating the holder. In these Conditions, “**Certificateholder**” and (in relation to a Certificate) “**holder**” means the person in whose name a Certificate is registered on the Register (or in the case of a joint holding, the first named thereof).

2 Status and Limited Recourse

(a) Status

- (i) Each Certificate represents an undivided proportionate beneficial ownership interest in the Trust Assets and will at all times rank *pari passu* and rateably, without discrimination, preference or priority among themselves, subject to priorities or rights preferred by law.
- (ii) The obligations of the Obligor pursuant to the Purchase Undertaking, the Commodity Murabahah Investment Agreement and the other Transaction Documents to which it is a party constitute direct, unconditional and unsecured obligations of the Obligor and which, except for obligations mandatorily preferred by law, at all times rank equally with all its other present and future unsecured and unsubordinated obligations.
- (iii) The provisions of the Trust Deed and the other Transaction Documents bind the Issuer, the Obligor, the Trustee, the Certificateholders and all persons claiming through or under them and the Certificates shall be issued subject to the provisions of the Trust Deed and the other Transaction Documents and the Conditions (all of which shall be deemed to be incorporated in the Trust Deed as if expressly set out verbatim in full therein).
- (iv) The Issuer covenants and undertakes with the Trustee and each Certificateholder on the terms as set out in Clauses 8 and 9 of the Trust Deed.

(b) Limited Recourse

The Certificates do not represent an interest in any of the Issuer, the Obligor, the Trustee, the Agents or any of their respective affiliates.

Notwithstanding anything to the contrary contained herein or in any Transaction Document, no payment of any amount whatsoever shall be made in respect of the Certificates by the Issuer, the Trustee or the Agents or any of their respective directors, officers, employees or agents except to the extent that funds are available therefor from the Trust Assets. The Trust Assets include, amongst others, all of the Issuer's rights, title, interest, entitlement and benefit, in, to and under the Transaction Documents, which when any amount is due and payable thereunder, constitutes a general unsecured and unsubordinated obligation of the Obligor in respect of which a claim may be made by the Issuer or the Trustee and which ranks as described in Condition 2(a)(ii).

By subscribing for or acquiring the Certificates, the Certificateholders acknowledge that no recourse may be had for the payment of any amount due and owing in respect of the Certificates against the Trustee, the Issuer or the Agents or any of their respective directors, officers, employees or agents and to the extent that all claims in respect of the Trust Assets have been exhausted (including actions to procure payment by the Obligor (in its capacity as buyer) under the Commodity Murabahah Investment Agreement and to fulfil its obligations under the Purchase Undertaking) all claims in respect of the Certificates shall be extinguished.

In addition, no Certificateholder will be able to petition for, or join any other person in instituting proceedings for, the reorganisation, liquidation, winding up or receivership of any of the Trustee, the Issuer or the Agents or any of their affiliates if there is a shortfall after claims in respect of the Trust Assets have been exhausted or otherwise.

3 Trust and Trust Assets

(a) Summary of the Trust

The Issuer will act as trustee for and on behalf of the Certificateholders with respect to the Trust Assets pursuant to the Trust Deed. The description of certain aspects of the Transaction Documents set out in this Condition 3(a) is a summary only and is qualified in its entirety by the provisions of the relevant Transaction Document.

- (i) *Wakalah Venture*: Pursuant to the Wakalah Agreement entered into by the Issuer and the Wakeel on the Closing Date (the "**Wakalah Agreement**"), the Issuer (on behalf of the Certificateholders) shall appoint the Wakeel to perform certain duties in respect of a wakalah venture (a "**Wakalah Venture**") in accordance with the terms of the Wakalah Agreement and the Investment Plan. The Wakalah Venture shall comprise investments in (i) certain Shariah-compliant Tangible Assets and (ii) the Commodity Murabahah Investment, in accordance with the terms of the Wakalah Agreement and the Investment Plan. Under the Wakalah Agreement the Wakeel must ensure that at all times during the term of the Certificates the aggregate value of the Shariah-compliant Tangible Assets comprised in the Wakalah Venture is at least equal to the Tangible Assets Minimum Value, all as valued in accordance with the Valuation Principles.

In connection with the Certificates, the proceeds from the issue of the Certificates (the "**Proceeds**") shall be applied for the purchase of Shariah-compliant Shares and invested in the Commodity Murabahah Investment.

All of the Issuer's rights, title, interest, entitlement and benefit under the Wakalah Venture, including, without limitation, the beneficial ownership in all

shares comprised therein, all of the Issuer's rights under the Commodity Murabahah Investment and all rights and other distributions accruing to or forming part of the Wakalah Venture are referred to as the "**Investments**". Any loss incurred under the Wakalah Venture shall be borne by the Certificateholders in proportion to the Nominal Value of the Certificates held by each such Certificateholder.

- (ii) *Shariah-compliant Tangible Assets*: Pursuant to a sale and purchase agreement entered into by the Issuer and Khazanah Nasional Berhad (the "**Seller**") on the Closing Date (the "**Sale and Purchase Agreement**"), the Issuer shall purchase from the Seller certain Shariah-compliant Shares, by way of transfer of beneficial ownership, at their fair market value calculated in accordance with the Valuation Principles (as defined below).

On the Closing Date (in respect of the Shariah-compliant Tangible Assets purchased pursuant to the terms of the Sale and Purchase Agreement) and subsequently (in respect of any other shares which form part of the Wakalah Venture), the Issuer shall execute a deed of surrender (the deed of surrender executed on the Closing Date being the "**Closing Date Deed of Surrender**" and any subsequent deed of surrender being a "**Deed of Surrender**") surrendering in each case in favour of the relevant seller any and all of its voting rights in respect of such shares.

During the term of the Certificates, the aggregate fair market value of the Shariah-compliant Tangible Assets comprised in the Wakalah Venture must be at least equal to 33 per cent. of the value of the Wakalah Venture as a whole (the "**Tangible Assets Minimum Value**"), all as determined in accordance with the Valuation Principles.

The assets comprised in the Wakalah Venture shall be dealt with in accordance with the terms of the Wakalah Agreement and certain additional documents entered into on the Closing Date in connection therewith, including (i) an undertaking granted by the Obligor in favour of the Issuer and the Wakeel as its agent (the "**Obligor Undertaking**") and (ii) an undertaking granted by the Issuer (on behalf of the Certificateholders) in favour of the Obligor (the "**Issuer Undertaking**"). The Shariah Board has agreed that it shall, on or about each anniversary of the Closing Date up to and including 23 September 2020, assess the tangible assets comprised in the Wakalah Venture by applying the Business Activity Test and the Financial Ratio Test (as defined in Condition 6) and certify to the Issuer, the Trustee, the Wakeel and the Obligor whether or not in its opinion they continue to be Shariah-compliant Tangible Assets.

- (iii) *Dividends and other distributions*: The Wakeel shall maintain records of all dividends (whether in the form of cash, shares or any other form) and other distributions accruing to the Issuer as beneficial owner of such Shariah-compliant Tangible Assets (on behalf of the Certificateholders). If shareholders are able to elect the form in which dividends or other distributions are to be paid, the Wakeel shall make such election and shall instruct the Seller (or such relevant seller) as registered legal owner of the relevant shares to take all necessary steps to give effect to such election. All such dividends and other distributions shall form part of the Wakalah Venture and shall be dealt with as described in this Condition 3(a)(iii) and in the Transaction Documents.

If any dividends or other distributions accrue to the Wakalah Venture other than in the form of cash or shares, or if any other rights of any kind are given to shareholders (including without limitation the right to subscribe for new shares

in the relevant company), the Wakeel shall on behalf of the Issuer direct the Seller (or such relevant seller) to exercise such rights in accordance with the Wakeel's instructions.

- (iv) *Commodity Murabahah Investment*: Further to the purchase of Shariah-compliant Shares pursuant to Condition 3(a)(ii), the Issuer shall, on behalf of the Certificateholders, invest the remaining Proceeds into a commodity murabahah investment (the “**Commodity Murabahah Investment**”) by entering into on the Closing Date a Commodity Murabahah Investment Agreement with Khazanah Nasional Berhad in its capacity as buyer (the “**Buyer**”) and CIMB Islamic Bank Berhad as facility agent (the “**Facility Agent**”). Pursuant to the Commodity Murabahah Investment Agreement, the Buyer shall deliver to the Issuer a purchase order and undertaking to buy commodities. The Issuer shall sell the commodities so purchased on its behalf by the Facility Agent to the Buyer on the settlement date specified in the purchase order in consideration for a pre-determined aggregate deferred sale price (the “**Aggregate Deferred Sale Price**”) payable in accordance with the Commodity Murabahah Investment Agreement.

In accordance with the Commodity Murabahah Investment Agreement, the relevant portion of the Aggregate Deferred Sale Price will be immediately due and payable on the day falling one Payment Business Day before the Settlement Date, the Scheduled Dissolution Date, the Delisting Purchase Undertaking Date, the Certificateholders' Optional Dissolution Date, the Tax Dissolution Date, the Issuer Optional Dissolution Date or the Dissolution Event Redemption Date (as applicable).

- (v) *Valuation Principles*: The following valuation principles (the “**Valuation Principles**”) shall be used to calculate the value of the Wakalah Venture and the Investments:
- (A) the value of the Wakalah Venture on any valuation date is equal to the aggregate of the fair market value of the Shariah-compliant Tangible Assets comprised in the Wakalah Venture and the value of the outstanding Aggregate Deferred Sale Price under the Commodity Murabahah Investment (each determined as described below);
 - (B) the fair market value of shares, including without limitation distributions or dividends in the form of shares, which are not listed on any stock exchange on any valuation date shall be calculated by reference to the net tangible assets of the relevant company as derived from its most recently published audited accounts;
 - (C) the fair market value of shares, including without limitation distributions or dividends in the form of shares, which are listed on a stock exchange on any valuation date shall be calculated by reference to the volume weighted average price of such shares for a period of 20 trading days ending on the trading day falling two Business Days prior to the relevant valuation date;
 - (D) the value of the outstanding Aggregate Deferred Sale Price under the Commodity Murabahah Investment on any valuation date shall be equal to the aggregate of all outstanding amounts to be paid under the Commodity Murabahah Investment Agreement on the relevant valuation date in accordance with the terms thereof;

- (E) the fair market value of any assets or the relevant dividend or distribution (as the case may be) shall be determined by the Wakeel acting in good faith by reference to one or more valuation methodologies customarily adopted in respect of assets of a similar nature and approved by the Shariah Board; and
- (F) all calculations and determinations shall be expressed in U.S. dollars. Any amounts not expressed in U.S. dollars shall be converted into U.S. dollars at the then prevailing exchange rate between U.S. dollars and the relevant currency.

“**volume weighted average price**” means in respect of any trading day (being a day on which the principal stock exchange or the securities market on which the shares are traded or dealt in is open for business) and with regards to the relevant share, the volume weighted average price of such share as obtained or derived from Bloomberg on that trading day or if no transaction in respect of such share takes place on that trading day, the average of the closing bid and offer prices on that day in respect of such share as derived from the stock exchange or other securities market on which such share is principally traded.

The Issuer has in the Wakalah Agreement agreed to appoint the Wakeel as an agent (or such other agent from time to time as shall have been approved by the Trustee, such approval not to be unreasonably withheld or delayed) for the purposes of making all calculations and determinations required to be made in accordance with the Valuation Principles.

Unless the Trustee has agreed to be appointed by the Issuer to act as such calculation agent, the Trustee shall be under no obligation to calculate, determine or verify any calculations or determinations required to be made by the Wakeel (or such other alternative calculation agent appointed) in accordance with the Valuation Principles and the Trustee shall not be responsible for the accuracy or veracity of any such calculation or determination and is entitled to rely upon them without liability to the Certificateholders. Any determination made by the Wakeel, as applicable, shall be conclusive and binding save in the case of manifest error.

- (vi) *Purchase Undertaking*: The Obligor shall on the Closing Date issue a Purchase Undertaking in favour of the Issuer (for the benefit of the Certificateholders) and the Trustee under which the Obligor undertakes to purchase from the Issuer all of the Shariah-compliant Tangible Assets comprised in the Investments at their Purchase Price on the Scheduled Dissolution Date, or on any Delisting Purchase Undertaking Date, any Certificateholders’ Optional Dissolution Date, any Tax Dissolution Date, any Issuer Optional Dissolution Date or on the Dissolution Event Redemption Date, as the case may be, provided that there will be no Certificates outstanding upon payment of the Purchase Price.

“**Purchase Price**” means (i) in the case of a Dissolution Event in the circumstances described in Condition 13(ii), an amount equal to the Exchange Property Value of the Exchange Property which would have been deliverable on exchange had the date of such declaration that the Certificates shall be due and payable been the Exchange Date or (ii) in all other circumstances, the fair market value of the Shariah-compliant Tangible Assets comprised in the Investments calculated in accordance with Valuation Principles.

The Purchase Price payable by the Obligor pursuant to the terms of the Purchase Undertaking and the Aggregate Deferred Sale Price payable by the Obligor (in its capacity as Buyer) under the Commodity Murabahah Investment Agreement

shall be utilised to pay the Scheduled Dissolution Amount or the Early Dissolution Amount, as the case may be, due on the Certificates.

- (vii) *Cash Settlement Deed*: The Issuer, the Obligor and the Trustee shall enter into a Cash Settlement Deed on the Closing Date under which the Obligor undertakes to purchase from the Issuer:
- (A) all or a *pro rata* portion of the Shariah-compliant Tangible Assets comprised in the Investments at their Cash Settlement Price no later than 10 Trading Days following either (A) in the event of an exercise of a Cash Settlement pursuant to Condition 7(a)(i)(A), the Exchange Notice Date or (B) in the event of an exercise of a Cash Settlement Right pursuant to Condition 7(a)(ii)(B), the Cash Settlement Notice Date, (provided in each case that if no transaction in respect of the Securities takes place on any Trading Day during the period of five consecutive Trading Days commencing from and including the Trading Day immediately after the Exchange Notice Date or Cash Settlement Notice Date, as applicable, then the Obligor shall pay the Cash Settlement Price no later than five Trading Days after the last day of the aforementioned period of five consecutive Trading Days);
 - (B) all or, as applicable, such *pro rata* portion of the Shariah-compliant Tangible Assets comprised in the investments which relates to the part of the Exchange Property, the delivery of which to the Certificateholder(s) would be unlawful (as certified by an authorised signatory of the Issuer to the Trustee), at their Cash Settlement Price on the date falling one Payment Business Day prior to the date specified for payment by the Issuer under Condition 7(b)(ii);
 - (C) such dividend or other income or distribution (but excluding for the avoidance of doubt, any rights) satisfied or made otherwise than in cash, the delivery of which to the Certificateholder(s) would be unlawful (as certified by an authorised signatory of the Issuer to the Trustee), at their Cash Settlement Price on the date falling one Payment Business Day prior to the date specified for payment by the Issuer under Condition 7(b)(iii)(2).

“Cash Settlement Price” means:

- (i) in the case of sub-paragraph (A) above of this Condition 3(a)(vii), the relevant Cash Settlement Amount where either (a) the Exchange Property consists wholly of Shariah-compliant assets (as determined by the Shariah Board by applying the Business Activity Test and the Financial Ratio Test) and to the extent that the Obligor has exercised its Cash Settlement Right under the Cash Settlement Deed or (b) where the Exchange Property does not consist wholly of Shariah-compliant assets (as determined by the Shariah Board by applying the Business Activity Test and the Financial Ratio Test) and to the extent that the Issuer has not exercised its Share Settlement Right under the Share Settlement Deed;
- (ii) in the case of sub-paragraph (B) above of this Condition 3(a)(vii), an amount equal to the Cash Settlement Amount in respect of the whole or, as applicable, the relevant *pro rata* share of the Exchange Property, the delivery of which to any Certificateholder would be unlawful (as certified by an authorised signatory of the Issuer to the Trustee) on the date falling one Payment Business Day prior to the date specified for payment by the Issuer under Condition 7(b)(ii); and

- (iii) in the case of sub-paragraph (C) above of this Condition 3(a)(vii), an amount equal to the Realisation Proceeds payable by the Issuer in respect of such dividend or other income or distribution satisfied or made otherwise than in cash (but excluding, for the avoidance of doubt, in respect of any rights satisfied or made otherwise than in cash), the delivery of which to any Certificateholder would be unlawful under the laws of any applicable jurisdiction or contrary to any official declaration, order, directive or regulation in any applicable jurisdiction (as certified by an authorised signatory of the Issuer to the Trustee) on the date falling one Payment Business Day prior to the date specified for payment by the Issuer under Condition 7(b)(iii)(2).
- (viii) *Share Settlement Deed*: The Obligor shall on the Closing Date enter into a Share Settlement Deed in favour of the Issuer (for the benefit of the Certificateholders) and the Trustee under which the Obligor undertakes to purchase from the Issuer all or a *pro rata* portion of the Shariah-compliant Tangible Assets comprised in the Wakalah Venture in exchange for the relevant portion of the Exchange Property on any Settlement Date where either (a) the Exchange Property consists wholly of Shariah-compliant assets (as determined by the Shariah Board by applying the Business Activity Test and the Financial Ratio Test) on the Exchange Notice Date and the Obligor has not exercised its right under the Cash Settlement Deed or (b) the Exchange Property does not consist wholly of Shariah-compliant assets (as determined by the Shariah Board by applying the Business Activity Test and the Financial Ratio Test) on the Exchange Notice Date and the Issuer has exercised its right (to be exercised on behalf of the relevant Certificateholder pursuant to the relevant Exchange Notice) under the Share Settlement Deed.
- (ix) *Trust*: The Trust established under and in accordance with the terms of the Trust Deed is as follows:
 - (A) the Issuer will declare a trust over assets (the “**Trust Assets**”) consisting of: (i) all of its rights, title, interest, entitlement and benefit in, to and under the Wakalah Venture; (ii) all of its rights, title, interest, entitlement and benefit, in, to and under the Transaction Documents; and (iii) all proceeds of the foregoing; and
 - (B) the Trustee will declare a trust over assets consisting of (i) the rights, title, interest and benefit, in, to and under the Trust Deed and each of the other Transaction Documents to which it is a party (or to which it obtains the benefits thereunder), (ii) all amounts received by it from the Issuer, the Obligor, the Buyer and/or otherwise under or in connection with the Trust Deed and each of the other Transaction Documents, and (iii) any realisation or enforcement proceeds,

in trust absolutely for the Certificateholders *pro rata* according to the outstanding Nominal Value of Certificates held by each Certificateholder in accordance with the Trust Deed and these Conditions.

(b) Application of Proceeds

The Trustee shall hold all and any monies received by it under the Trust Deed and/or the other Transaction Documents, despite any appropriation of all or part of them by the Issuer, in trust for the Certificateholders and apply the same in the following manner:

- (i) FIRST, (to the extent not already satisfied under the relevant Transaction Documents) in or towards the payment of or provision for all fees, all costs,

charges and expenses properly incurred and all liabilities incurred by the Trustee in carrying out its functions, rights, powers and/or discretions under the Trust Deed, the Certificates and/or the other Transaction Documents (including, for the avoidance of doubt, such amounts as aforesaid incurred by or payable to any Appointee (as defined in the Trust Deed) and to the Agents for so long as they are acting as agents of the Trustee);

- (ii) SECOND, (to the extent not already satisfied under the relevant Transaction Documents including pursuant to Condition 3(b)(i)) in and towards the payment of or provision for all fees, all costs, charges and expenses properly incurred and liabilities incurred by the Agents in or incidental to the exercise or performance of any obligation, power, right, discretion and/or authority conferred on them under the Trust Deed, the Certificates and/or the other Transaction Documents;
 - (iii) THIRD, in or towards the payment of taxes and other government charges (if any) payable in connection with the Certificates;
 - (iv) FOURTH, in or towards payment *pari passu* and rateably of all amounts due and unpaid in respect of the Certificates; and
 - (v) FIFTH, in payment of the surplus (if any) as an incentive fee (if applicable) to or to the order of the Wakeel.
- (c) Final Incentive Fee

Provided that all payments made under the Purchase Undertaking, the Cash Settlement Deed and the Commodity Murabahah Investment Agreement are sufficient to satisfy the aggregate of (i) (x) the Early Dissolution Amount payable on the Dissolution Event Redemption Date, the Delisting Purchase Undertaking Date, the Certificateholders' Optional Dissolution Date, the Tax Dissolution Date or the Issuer Optional Dissolution Date as applicable, or (y) the Scheduled Dissolution Amount, (ii) the amounts payable under Condition 7(b)(ii) relating to any unlawful transfer or delivery of any Exchange Property (other than cash), (iii) the Realisation Proceeds payable under Condition 7(b)(iii)(2), (iv) any Cash Settlement Amount following exercise of the Exchange Right and (v) all amounts payable under Condition 3(b) (Application of Proceeds) (excluding Condition 3(b)(v)) and provided no amounts remain outstanding in respect of the Certificates, the Wakeel shall be entitled to an incentive fee payable from such amounts in respect of any excess (the "**Final Incentive Fee**").

The Wakeel shall also be entitled to retain any Wakalah Venture Income generated by the Wakalah Venture as an incentive fee.

4 Transfers of Certificates and Issue of Certificates

- (a) Register

The Issuer will cause to be kept at the specified office of the Registrar and in accordance with the terms of the Agency Agreement, the Register on which shall be entered the names and addresses of the holders of the Certificates and the particulars of the Certificates held by them and of all transfers of the Certificates. Each Certificateholder shall be entitled to receive only one Certificate in respect of its entire holding.

- (b) Transfers

Subject to the Agency Agreement, a Certificate may be transferred by delivery of the Certificate issued in respect of that Certificate, with the form of transfer endorsed on such Certificate duly completed and signed by the holder or his attorney duly authorised

in writing, to the specified office of the Registrar or any of the Transfer Agents. No transfer of title to a Certificate will be valid unless and until entered on the Register.

Transfers of interests in the Certificates evidenced by the Global Certificate will be effected in accordance with the rules of the relevant clearing systems.

(c) Delivery of new Certificates

- (i) Each new Certificate to be issued upon a transfer of Certificates will, within seven Transfer Business Days of receipt by the Registrar or, as the case may be, any other relevant Transfer Agent of the form of transfer duly completed and signed, be made available for collection at the specified office of the Registrar or such other relevant Transfer Agent or, if so requested in the form of transfer, be mailed by uninsured mail at the risk of the holder entitled to the Certificates (but free of charge to the holder) to the address specified in the form of transfer. The form of transfer is available at the specified office of the Transfer Agent.

Except in the limited circumstances described herein (see “Summary of Provisions Relating to the Certificates in Global Form”), owners of interests in the Certificates will not be entitled to receive physical delivery of Certificates.

- (ii) Where only part of a Nominal Value of the Certificates (being that of one or more Certificates) in respect of which a Certificate is issued is to be transferred or exchanged, a new certificate in respect of the Certificates not so transferred or exchanged will, within seven Transfer Business Days of delivery of the original Certificate to the Registrar or other relevant Agent, be made available for collection at the specified office of the Registrar or such other relevant Agent or, if so requested in the form of transfer, be mailed by uninsured mail at the risk of the holder of the Certificates not so transferred or exchanged (but free of charge to the holder) to the address of such holder appearing on the Register.
- (iii) For the purposes of these Conditions, “**Transfer Business Day**” shall mean a day other than a Saturday or Sunday on which banks are open for business in the city in which the specified office of the Registrar (if a Certificate is deposited with it in connection with a transfer or exchange) or the Agent with whom a Certificate is deposited in connection with a transfer or exchange, is located.

(d) Formalities free of charge

Registration of a transfer of Certificates will be effected without charge by or on behalf of the Issuer or any of the Agents, but upon (i) payment (or the giving of such indemnity and/or security as the Issuer or any of the Agents may require) in respect of any tax or other governmental charges which may be imposed in relation to such transfer; and (ii) the Issuer or the relevant Transfer Agent being satisfied that the regulations concerning transfer of Certificates have been complied with.

(e) Closed periods

No Certificateholder may require the transfer of a Certificate to be registered (i) during the period of seven days ending on (and including) the date for dissolution pursuant to Condition 10(a); (ii) after an Exchange Notice (as defined in Condition 7(b)(i)) has been delivered with respect thereto; (iii) after a Tax Dissolution Notice (as defined in Condition 10(b)(i)), or an Issuer Optional Dissolution Notice (as defined in Condition 10(b)(ii)), or a Delisting Purchase Undertaking Notice (as defined in Condition 10(b)(iii)), or a Certificateholders’ Optional Dissolution Notice (as defined in Condition 10(b)(iv)) has been deposited in respect of such Certificate; and (iv) during the period of five Payment Business Days ending on (and including) any Payment Record Date (as defined in Condition 11(a)), each such period being a “**Closed Period**”.

(f) Regulations

All transfers of Certificates and entries on the Register will be made subject to the detailed regulations concerning transfer of Certificates scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Trustee and the Registrar, or by the Registrar, with the prior written approval of the Issuer and the Trustee. A copy of the current regulations will be mailed (free of charge to the Certificateholders) by the Registrar to any Certificateholder upon request and is available at the specified office of the Transfer Agent.

5 Negative pledge

So long as any of the Certificates remains outstanding (as defined in the Trust Deed), the Issuer shall not create, purport to create, or permit to be outstanding any mortgage, charge, pledge or other security interest (other than liens arising by operation of law) (an “**Encumbrance**”) upon the whole or any part of its property, assets or revenues, present or future, except for any rights of set-off, netting or other similar rights arising from custodial arrangements relating to Shares or other shares which may be held by the Issuer.

So long as any of the Certificates remains outstanding (as defined in the Trust Deed), the Obligor shall not create, purport to create, or permit to be outstanding any Encumbrance upon the whole or any part of its property, assets or revenues, present or future, to secure for the benefit of the holders of any International Investment Securities (as defined below) (i) payment of any sum due in respect of any such International Investment Securities; (ii) any payment under any guarantee of any such International Investment Securities; or (iii) any payment under any indemnity or other like obligation relating to any such International Investment Securities without in any such case at the same time according to all the Certificateholders as security for the performance of its purchase undertakings under the Purchase Undertaking, the Cash Settlement Deed and the Share Settlement Deed and its payment obligations under the Commodity Murabahah Investment Agreement, to the satisfaction of the Trustee, based on the opinion of independent legal counsel of recognised international standing, either the same security as is granted to or is outstanding in respect of such International Investment Securities, guarantee, indemnity or other like obligation or such other security as the Trustee in its absolute discretion shall deem to be not materially less beneficial to the Certificateholders or as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Certificateholders.

The term “**International Investment Securities**” means bonds, debentures, notes, certificates, loan stock or investment securities of the Obligor which (a) either (i) are by their terms payable, or confer a right to receive payment, in any currency other than Ringgit or (ii) are denominated or payable in Ringgit and more than 50.0 per cent. of the aggregate nominal amount thereof is initially distributed outside Malaysia by or with the authorisation of the issuer thereof and (b) are for the time being, or are capable of being, quoted, listed, ordinarily dealt in or traded on any stock exchange, quotation system or over-the-counter or other similar securities market.

6 Definitions

For the purposes of these Conditions, the following words and phrases shall have the following meanings:

“**Accounts Receivables**” means the total accounts receivables figure as it appears on the latest semi-annual financial statements of the Company (or as the case may be, any issuer of a Relevant Security that comprises Exchange Property).

“Accounts Receivables (Market Capitalisation) Test Ratio” means a ratio (expressed as a percentage) calculated in accordance with the following formula:

Accounts Receivables (Market Capitalisation) Test Ratio = Accounts Receivables/Market Capitalisation.

“Accounts Receivables and Cash (Total Assets) Test Ratio” means a ratio (expressed as a percentage) calculated in accordance with the following formula:

Accounts Receivables and Cash (Total Assets) Test Ratio = (Accounts Receivables + Cash Amount)/ Total Assets.

“Alternative Stock Exchange” means if the listings of the Shares on the HKSE is not maintained, such other internationally recognised stock exchange as the Obligor may from time to time (with prior notice in writing to the Trustee) notify to the Certificateholders in accordance with Condition 17 below or, if the Exchange Property comprises Securities other than the Shares and such Securities are not listed on the HKSE, the stock exchange on which such Securities are listed, provided that such stock exchange is an internationally recognised stock exchange (and all references in these Conditions to the HKSE shall consequently, *mutatis mutandis*, be deemed to be references to such Alternative Stock Exchange).

“Average Closing Price” is the arithmetic average of the closing price per Relevant Security on the HKSE or, if the Relevant Securities are not listed on the HKSE, the Alternative Stock Exchange for each Trading Day during the Relevant Period.

“Business Activity Test” means with respect to a company which shares are comprised in the Trust Assets and the Exchange Property, such company not being involved in the following non-Shariah compliant businesses: (a) alcohol, (b) tobacco, (c) pork-related products, (d) conventional financial services, (e) weapons and defence and (f) entertainment, including but not limited to businesses related to hotels, casinos and gambling.

“Business Day” means a day (other than a Saturday or Sunday or public holiday) on which commercial banks are open for general business in Labuan, Hong Kong, Singapore, Kuala Lumpur, New York and London.

“Capital Distribution” means: (i) any cash dividend or distribution of any kind by the Relevant Company for any Financial Period (whenever paid and however described), and (ii) any distribution of assets in specie by the Relevant Company for any financial period whenever paid or made and however described (and for these purposes a distribution of assets in specie includes without limitation an issue of Relevant Securities or other securities credited as fully or partly paid (other than Relevant Securities credited as fully paid) by way of capitalisation of reserves) unless:

- (i) (and to the extent that) in the case of a distribution in specie only, it does not, when taken together with the aggregate of the Fair Market Value of any other Dividends previously made or paid in respect of all periods ending after 31 December 2015, exceed the aggregate of the consolidated net profits for such periods (less the aggregate of any consolidated net losses) attributable to shareholders of the Relevant Company for all periods ending after 31 December 2015, after deducting minority interests and preference dividends (if any) but (1) deducting any amounts in respect of any asset previously credited to the Relevant Company’s reserves (in respect of any period or date up to and including 31 December 2015) pursuant to any revaluation of such asset, where amounts arising on the disposal of such asset have contributed to such profits and (2) deducting any exceptional and extraordinary items, and for the avoidance of doubt after excluding any amount arising as a result of any reduction in registered capital, share premium account or capital redemption reserve, but including any profit

transferred from any reserve), in each case calculated by reference to the audited profit and loss accounts for such periods of the Relevant Company (consolidated, if available); or

- (ii) it comprises a purchase or redemption of Relevant Securities, followed by the cancellation of such Relevant Securities, by or on behalf of the Relevant Company (or a purchase of Relevant Securities by or on behalf of a subsidiary of the Relevant Company) where the weighted average price (before expenses) on any one day in respect of such purchases does not exceed the average closing market price of the Relevant Securities as quoted by the HKSE or, if the Relevant Securities are not listed on the HKSE, the Alternative Stock Exchange, by more than 5.0 per cent. either (1) for the five Trading Days on which transactions in the Relevant Securities were recorded preceding the day of the purchase, or (2) where an announcement has been made of the intention to purchase Relevant Securities at some future date at a specified price, on the Trading Day immediately preceding the date of such announcement (excluding, for the avoidance of doubt, general authority for such purchases given by a meeting of the shareholders of the Relevant Company, or any notice convening such meeting) and, if in the case of either (1) or (2), the relevant day is not a Trading Day, the immediately preceding Trading Day.

Any calculation of whether a Dividend constitutes a Capital Distribution shall be made by an Independent Investment Bank.

In the event of a dispute between the Trustee and the Issuer in respect of adjustments (if any) made to reflect any Sub-division, Consolidation or Redenomination (as defined in Condition 7(e)) of the Relevant Securities or any issue of Relevant Securities by way of capitalisation of profits, or reserves, or any like or similar event, such dispute shall be determined by an Independent Investment Bank and such adjustments made as such bank may consider appropriate.

“Cash Amounts” means the aggregate of the cash and bank deposits figures as these appear on the latest semi-annual financial statements of the Company (or as the case may be, any issuer of a Relevant Security that comprises Exchange Property).

“Cash and Interest Bearing Items (Total Assets) Test Ratio” means a ratio (expressed as a percentage) calculated in accordance with the following formula:

Cash and Interest Bearing Items (Total Assets) Test Ratio = (Cash Amounts + Interest Bearing Securities) / Total Assets.

“Cash and Interest Bearing Securities (Market Capitalisation) Test Ratio” means a ratio (expressed as a percentage) calculated in accordance with the following formula:

Cash and Interest Bearing Securities (Market Capitalisation) Test Ratio = (Cash Amounts + Interest Bearing Securities) / Market Capitalisation.

“Commodity Murabahah Investment” means a commodity murabahah investment forming part of the Wakalah Venture and which will be in the form of a Commodity Murabahah Investment Agreement.

“Commodity Murabahah Investment Agreement” means a commodity murabahah investment agreement to be entered into on the Closing Date between the Issuer, the Buyer and the Facility Agent.

“Company” means Beijing Enterprises Water Group Limited.

“Current Price” means, in respect of any Trading Day, (i) in the case of the Shares, the VWAP of such Shares on that Trading Day, and (ii) in the case of any other Relevant Security, the closing price as obtained or derived from such stock exchange or other securities market on which such Relevant Security is principally traded on that Trading Day or if no transaction in respect of the Relevant Security takes place on that Trading Day, the average of the closing bid and offer prices on that day in respect of the Relevant Security as derived from such stock exchange or other securities market.

“Debt (Market Capitalisation) Test Ratio” means a ratio (expressed as a percentage) calculated in accordance with the following formula:

Debt (Market Capitalisation) Test Ratio = Total Debt / Market Capitalisation.

“Debt (Total Assets) Test Ratio” means a ratio (expressed as a percentage) calculated in accordance with the following formula:

Debt (Total Assets) Test Ratio = Total Debt / Total Assets.

“Depositor” means a person being a Depository Agent or a holder of a securities account maintained with The Hong Kong Exchanges and Clearing Limited (the **“HKEC”**) (but does not include a holder of a sub-account maintained with a Depository Agent) and **“Depository Agent”** means an entity registered with the HKEC for the purpose of maintaining securities sub-accounts for its own account and for the account of others.

“Dissolution Event Redemption Date” means the date specified in the relevant notice provided by the Trustee to the Issuer and the Obligor pursuant to Condition 13, being the date on which payment of the Early Dissolution Amount in relation to Certificates which are immediately due and payable pursuant to Condition 13 shall be made.

“Dividend” means any dividend or distribution (gross of, and prior to, any withholding or deduction for taxes, duties, assessments or governmental charges), whether of cash, assets or other property, and whenever paid or made and however described and shall include any distribution or repayment of capital, whether upon a reduction in the par value or nominal value of any Relevant Securities or otherwise, and howsoever described, (and a distribution of assets includes, without limitation, an issue of shares or other Securities credited as fully or partly paid up) provided that:

- (a) where a cash Dividend is announced which is to be, or may at the election of a holder or holders of Relevant Securities be, satisfied by the issue or delivery of Relevant Securities or other property or assets, then the Dividend in question shall be treated as a Dividend of (i) the cash Dividend so announced (if and to the extent that the cash Dividend is received in respect of the Relevant Securities comprised in the Exchange Property (as defined in Condition 7(c)); or (ii) if the Fair Market Value on the date of announcement of such Dividend of such Relevant Securities or other property or assets to be issued or delivered in satisfaction of such Dividend is greater than the cash Dividend so announced, the Fair Market Value on the date of announcement of such Dividend of such Relevant Securities or other property or assets (if and to the extent that such Relevant Securities or other property or assets are received in respect of the Relevant Securities comprised in the Exchange Property);
- (b) any issue of Relevant Securities falling within any of Conditions 7(e), 7(g)(1) or 7(g)(4) and any distribution or repayment of capital falling within Condition 7(g)(3) shall be disregarded; and
- (c) any offer of Relevant Securities or other Securities or options, warrants or rights to subscribe further Relevant Securities (or any of them) or other Securities falling within Condition 7(f) shall be disregarded.

“**DJIM Financial Ratios**” means the financial ratios of Dow Jones Islamic Market Indexes, namely:

- (a) Debt (Market Capitalisation) Test Ratio is less than 33.0 per cent.;
- (b) Cash and Interest Bearing Securities (Market Capitalisation) Test Ratio is less than 33.0 per cent.; and
- (c) Accounts Receivables (Market Capitalisation) Test Ratio is less than 33.0 per cent.

“**Exchange Property**” is as defined in Condition 7(c).

“**Facility**” means an interest-free financing facility provided by the Obligor to the Issuer in relation to an exercise of rights by the Issuer under a Rights Issue.

“**Fair Market Value**” means (i) the fair market value of a cash Dividend paid or to be paid per Relevant Security shall be the amount of such cash Dividend per Relevant Security; (ii) where shares, options, warrants or other Securities or rights are publicly traded, the fair market value of such shares, options, warrants or other Securities or rights shall equal the arithmetic mean of the Current Prices of such shares, options, warrants or other Securities or rights during the period of 10 Trading Days on the relevant market preceding the Relevant Date, or such shorter period as such shares, options, warrants or other Securities or rights are publicly traded; and (iii) with respect to any other property on any date, the fair market value of that property as determined by an Independent Investment Bank; in each case converted into the currency in which the Relevant Securities are traded on the Relevant Exchange (in the case of the Shares) or the principal stock exchange or securities market on which such Relevant Securities (if other than the Shares) are then listed or quoted or dealt in (if expressed in a currency other than such currency) at the Screen Rate.

“**Final Date**” means, in relation to any Offer, the date such Offer becomes or is declared unconditional in all respects.

“**Financial Period**” means any annual financial period of the Relevant Company in respect of which audited financial statements are or must under applicable law be prepared, provided that if the Relevant Company shall change the date to which its financial statements are prepared, such modification shall be made in the operation of the definition of “**Capital Distribution**” as shall be determined to be reasonable and appropriate by an Independent Investment Bank.

“**Financial Ratio Test**” means with respect to a company which shares are comprised in the Trust Assets and the Exchange Property, either the DJIM Financial Ratios or the FTSE Financial Ratios.

“**FTSE Financial Ratios**” means financial ratios of the FTSE Shariah Global Equity Index Series, namely:

- (a) Debt (Total Assets) Test Ratio is less than 33.0 per cent.;
- (b) Cash and Interest Bearing Items (Total Assets) Test Ratio is less than 33.0 per cent.;
- (c) the aggregate of Interest Income and Non-compliant Activities Income do not exceed 5.0 per cent. of Total Revenue; and
- (d) Accounts Receivables and Cash (Total Assets) Test Ratio is less than 50.0 per cent.

“**HKSE**” means The Stock Exchange of Hong Kong Limited.

“**H.K.\$**” means the lawful currency of the Hong Kong Special Administrative Region of the People’s Republic of China.

“Independent Investment Bank” means an independent investment bank of international repute selected by (and at the expense of) the Issuer with prior notice in writing to the Trustee and the Obligor provided that, for the avoidance of doubt, the Trustee shall bear no responsibility or liability for the selection of such independent investment bank.

“Interest Bearing Securities” means investments of the Company (or as the case may be, any issuer of a Relevant Security that comprises Exchange Property) in interest-bearing securities; provided that:

- (a) investment in any financial instrument unanimously accepted as Shariah-compliant by the Shariah Board shall not be included in the calculation of Interest Bearing Securities; and
- (b) any financial instrument or structure based on discounting or trading of receivables shall be included in the calculation of Interest Bearing Securities.

“Interest Income” means the income of the Company (or other issuer of Relevant Securities) from Interest Bearing Securities. Any revenue classified as “Other Revenue” or described in similar terms and the source of which is not specifically identified in the accounts of the Company (or other issuer of Relevant Securities) shall be assumed (in the absence of a determination by the Shariah Board) to be Interest Income for these purposes. Interest Income for a relevant period in respect of which a dividend is paid shall be the sum of the Interest Income and Other Revenue line items as stated in the financial statements of the Company (or other issuer of Relevant Securities) for the Relevant Period unless and until audited financial statements are available which specifically identify the source of revenue classified as “Other Revenue” for such relevant period.

“Investment Conditions” means the following conditions to be met by the Wakeel:

- (a) proper monitoring and timely enforcement of the performance of each counterparty under the Wakalah Venture Contracts;
- (b) ensuring that each such Wakalah Venture Contract remains in full force and effect whilst any Certificates remain outstanding;
- (c) ensuring that all assets comprised in the Wakalah Venture are Shariah-compliant;
- (d) ensuring that at all times during the term of the Certificates the aggregate value of the Shariah-compliant Tangible Assets comprised in the Wakalah Venture is at least equal to the Tangible Assets Minimum Value, all as valued in accordance with the Valuation Principles; and
- (e) not waiving or forgiving the obligation of any counterparty under any Wakalah Venture Contracts and not entering into any arrangement to dispose at a discount of any rights under any such Wakalah Venture Contract.

“Investment Plan” means the investment plan consisting of the requirement for (i) the Issuer to invest the Proceeds on the Closing Date in the Wakalah Venture; and (ii) the Wakeel to ensure satisfaction of the Investment Conditions.

“Issuer Power of Attorney” means the power of attorney dated the Closing Date executed by the Issuer in favour of the Obligor relating to the Purchase Undertaking.

“Market Capitalisation” means the average market capitalisation of the Company for the preceding 24 months ending on the date falling at the end of the Financial Period for which the relevant financial ratio is calculated, based on the average daily closing price of the relevant

shares in such period multiplied by the average number of relevant shares outstanding in such period.

“**Nominal Value**” means, in relation to any Certificate, the amount equal to the denomination of such Certificate as stated in Condition 1(a).

“**Non-compliant Activities Income**” means the income of the Company (or as the case may be, any issuer of a Relevant Security that comprises Exchange Property) from activities determined by the Shariah Board in its discretion acting by unanimous vote (which determination shall be deemed to be conclusive and binding) as not in compliance with Shariah principles.

“**Obligor Power of Attorney**” means the power of attorney dated the Closing Date executed by the Obligor in favour of the Issuer and the Trustee relating to the Purchase Undertaking.

“**Offer**” means an offer to the holders of any Relevant Securities comprising Exchange Property, whether expressed as a legal offer, an invitation to treat or in any other way, in circumstances where such offer is available to all holders of the applicable Relevant Securities or all or substantially all such holders other than any holder who is, or is connected with, or is deemed to be acting in concert with, the person making such offer or to whom, by reason of the laws of any territory or requirements of any recognised regulatory body or any stock exchange in any territory, it is determined not to make such an offer.

“**pro rata share**” means, for each Certificate at any time, a fraction of the Exchange Property the numerator of which shall be the Nominal Value of such Certificate and the denominator of which shall be the aggregate Nominal Value of all the Certificates (including the Certificate to which the *pro rata* share relates) which are outstanding at such time (excluding for this purpose the Nominal Value of any Certificates in respect of which Exchange Rights have been exercised by a Certificateholder but the Exchange Property has not yet been delivered and excluding from the Exchange Property such undelivered Exchange Property).

“**Purchase Undertaking**” means a purchase undertaking dated the Closing Date executed by the Obligor in favour of the Issuer and the Trustee pursuant to which the Obligor undertakes to purchase from the Issuer all of the Shariah-compliant Tangible Assets comprised in the Investments in the Wakalah Venture in the circumstances and on the dates specified therein.

“**Realisation Proceeds**” means the proceeds of a sale (after the deduction of costs and expenses of such sale) of the relevant dividends or other income or distributions satisfied or made otherwise than in cash (in the case of Condition 7(b)(iii)(2)), in each case carried out by an Independent Investment Bank on an arm’s length basis (in each case converted if necessary into U.S. dollars at the Screen Rate).

“**Relevant Company**” means the Company, and any corporation or company derived from or resulting or surviving from the merger, consolidation, amalgamation, reconstruction or acquisition of the Company with, into or by such other corporation or company, and any other entity, all or part of the share capital of which is, or all or some of the Securities are, at the relevant time included in the Exchange Property and all or part of the beneficial interest of the share capital of which may be, or all or some of the beneficial interest of the Securities may be, at the relevant time included in the Trust Assets.

“**Relevant Date**” means whichever is the later of (a) the date on which a payment under or in respect of the Certificates or the Trust Deed first becomes due and (b) if the full amount payable has not been received by the Trustee or the Principal Agent on or prior to such due date, the date on which, the full amount having been so received, notice to that effect shall have been given to the Certificateholders.

“Relevant Exchange” means the HKSE or, if the Shares are no longer admitted to trading on the HKSE, the principal stock exchange or securities market on which the Shares are traded or dealt in.

“Relevant Period” means the period beginning on the 30th Trading Day prior to the record date for the first dividend or distribution, and ending on the Trading Day immediately preceding the record date for the latest dividend or distribution, which when aggregated with any intervening dividends or distributions, causes an adjustment to the Exchange Property to be made pursuant to Condition 7(c).

“Relevant Securities” means any Securities of any Relevant Company, which at the relevant time are included in the Exchange Property, being such Securities of any Relevant Company the beneficial interest in which at the relevant time may also be included in the Trust Assets.

“Rights Issue” is as defined in Condition 7(f).

“Ringgit” means the lawful currency for the time being of Malaysia.

“Scheduled Dissolution Date” means 23 September 2021.

“Screen Rate” means, on any day, and, in respect of the conversion of one currency into another currency, the rate of exchange between such currencies appearing on Bloomberg QR or as such page may be replaced from time to time, at 11.00 a.m. Kuala Lumpur time on that day, or, if that page is not available or that rate of exchange does not appear on that page at 11.00 a.m. Kuala Lumpur time on that day, the rate of exchange between such currencies appearing on such other screen or information service, or determined in such other manner, as the Issuer shall determine.

“Securities” means Shariah-compliant shares or other securities (including without limitation any Shariah-compliant evidence of indebtedness or rights to subscribe or purchase shares or other securities), as determined by the Shariah Board in its discretion acting by majority vote, which determination shall be deemed to be conclusive and binding.

“Securities Account” means in respect of securities deposited with the HKEC, a securities account maintained by a Depositor with the HKEC and in respect of securities deposited with any other central depository or clearing system, a securities account maintained by the relevant depositor with such central depository or clearing system.

“Settlement Date” means the date falling 20 Payment Business Days after the relevant Exchange Date provided that in the event that a relevant Certificateholder is entitled to receive Additional Exchange Property, the Settlement Date shall then be the later of (i) 20 Payment Business Days after the relevant Exchange Date; and (ii) 20 Payment Business Days (or in the case of a Rights Issue, 25 days) after the Effective Date.

“Shares” means fully paid ordinary shares of par value H.K.\$0.10 each of the Company and all other (if any) shares or stock resulting from any subdivision, consolidation or reclassification of those shares which, as between themselves, have no preference in respect of dividends or amounts payable in the event of any voluntary or involuntary liquidation or winding-up of the Company.

“Shariah Board” means a board comprising Shariah scholars selected by the Obligor from time to time.

“Shariah-compliant Shares” means Shariah-compliant shares in one or more companies, whether listed or not listed on any stock exchange, identified by the Wakeel in its discretion and approved by the Shariah Board as Shariah-compliant from time to time throughout the term of the Certificates, and as approved by the Shariah Board as Shariah-compliant on or about the Closing Date, and in all cases which satisfy the Business Activity Test and the Financial Ratio Test.

“Shariah-compliant Tangible Assets” means Shariah-compliant assets, whether listed or not listed on any stock exchange, identified by the Wakeel in its discretion and approved by the Shariah Board as Shariah-compliant from time to time throughout the term of the Certificates, and as approved by the Shariah Board as Shariah-compliant on or about the Closing Date, and which, in the case of shares, satisfy the Business Activity Test and the Financial Ratio Test.

“Specified Date” means, in respect of any Offer, the final date for acceptance of such Offer, which, if such Offer is extended prior to such final date, shall be the final date for acceptance of such extended Offer.

“Subsidiary” means a subsidiary as defined in the Companies Act, 1965 of Malaysia.

“Total Assets” means the aggregate of the value of all current and non-current assets, which appears on the latest semi-annual balance sheet of the Company (or as the case may be, any issuer of a Relevant Security that comprises Exchange Property).

“Total Debt” means total debt (long-term and short-term), which appears on the latest semi-annual balance sheet of the Company (or as the case may be, any issuer of a Relevant Security that comprises Exchange Property); provided that:

- (i) financing accepted as Shariah-compliant by a majority of the Shariah Board shall not be included in the calculation of Total Debt; and
- (ii) any financial instrument or structure based on discounting or trading of receivables shall be included in the calculation of Total Debt.

“Total Revenues” means total revenues for a relevant period in respect of which a dividend is paid as stated in the financial statements of the Company (or other issuer of Relevant Securities) for the Relevant Period.

“Trading Day” means (i) in respect of the Shares, a day (other than a Saturday or Sunday) on which the Relevant Exchange is open for business; and (ii) in respect of any other Relevant Securities or any other Securities, a day (other than a Saturday or Sunday) on which the stock exchange or other securities market on which such Relevant Securities or any other Securities are principally traded is open for business.

“U.S.\$” or **“U.S. dollar”** means the lawful currency of the United States of America.

“VWAP” means in respect of any Trading Day and with regards to any security, the volume weighted average price of such security as obtained or derived from Bloomberg on that Trading Day or if no transaction in respect of such security takes place on that Trading Day, the average of the closing bid and offer prices on that day in respect of such security as derived from the stock exchange or other securities market on which such security is principally traded.

“Wakalah Venture Contracts” means the Sale and Purchase Agreement and the Commodity Murabahah Investment Agreement each entered into on the Closing Date by the Issuer and any ancillary contracts in relation thereto entered into from time to time, including but not limited to the Closing Date Deed of Surrender, the Issuer Undertaking, the Obligor Undertaking, the Purchase Undertaking, the Cash Settlement Deed, the Share Settlement Deed and any sale and purchase agreements or substitution agreements entered into pursuant to such undertakings.

“Wakalah Venture Income” means a sum in Ringgit equal to the amount of all dividends and other distributions in each case in the form of cash, accruing to the Issuer as beneficial owner of the shares comprised in the Wakalah Venture for so long as any Certificate remains outstanding.

7 Exchange Right

- (a) Exchange Period and Exchange Rights
- (i) Each Certificateholder has the right (subject as provided in Condition 7(a)(ii)) to exchange a Certificate at any time during the Exchange Period referred to below for either (A) if the Exchange Property does not consist wholly of Shariah-compliant assets (as determined by the Shariah Board by applying the Business Activity Test and the Financial Ratio Test) at the time of the Exchange Notice being delivered in accordance with Condition 7(b)(i) (an “**Exchange Notice Date**”), a Cash Settlement Amount (as defined in Condition 7(a)(iii) below) (“**Cash Settlement**”), subject to Condition 7(a)(ii)(A) or (B) if the Exchange Property consists wholly of Shariah-compliant assets (as determined by the Shariah Board by applying the Business Activity Test and the Financial Ratio Test) on the Exchange Notice Date, a *pro rata* share of the Exchange Property (“**Share Settlement**”), subject to Condition 7(a)(ii)(B).

The right of a Certificateholder to exchange a Certificate for a Cash Settlement Amount or Exchange Property, as applicable, is herein referred to as the “**Exchange Right**”. Subject to and upon compliance with these Conditions, the Exchange Right attaching to any Certificate may be exercised by the holder thereof, at any time on or after 3 November 2016 and up to the close of business (at the place where the Certificate representing such Certificate is deposited for exchange) on the date which falls 10 Business Days prior to the Scheduled Dissolution Date or if such Certificate shall have been called for dissolution prior to the Scheduled Dissolution Date, then up to the close of business (at the place aforesaid) on the date which falls 10 Business Days prior to the date fixed for dissolution thereof unless the Certificates have become due and payable prior to the Scheduled Dissolution Date by reason of the occurrence of a Dissolution Event, in which event the Exchange Right shall extend up to the close of business (at the place aforesaid) on the date on which the full amount of such payment is made and notice of such payment has been duly given in accordance with Condition 17.

The period during which Certificateholders shall be entitled to exercise Exchange Rights pursuant to these Conditions is referred to as the “**Exchange Period**”.

- (ii) Notwithstanding the Exchange Right of each Certificateholder in respect of each Certificate:
- (A) at any time when the payment of a Cash Settlement Amount upon exchange of the Certificates is required to satisfy the Exchange Right in respect of an Exchange Notice pursuant to Condition 7(a)(i)(A), the Issuer (on behalf of each Certificateholder) shall as an overriding right (to be exercised solely upon request by the relevant Certificateholder pursuant to the relevant Exchange Notice), pursuant to a unilateral irrevocable mandatory undertaking provided by the Obligor in a share settlement deed (the “**Share Settlement Deed**”) dated the Closing Date, have the option to require the Obligor to purchase the relevant portion of Shariah-compliant Tangible Assets comprised in the Wakala Venture in full from the Issuer in exchange for the relevant portion of the Exchange Property (the “**Share Settlement Right**”). In order to exercise the Share Settlement Right, the Issuer shall provide notice of the exercise of the Share Settlement Right (the “**Share Settlement Notice**”) to the Obligor (with a copy to the relevant Certificateholder and the Exchange Agent) as soon as practicable but not later than the fifth Business Day following

the date of delivery of the Exchange Notice (the “**Share Settlement Notice Date**”) and shall execute and procure that the Obligor executes the sale and purchase agreement appended to the Share Settlement Deed. The Share Settlement Notice must specify *inter alia* the pro rata share of the Exchange Property to be delivered; and

- (B) at any time when the delivery of Exchange Property deliverable upon exchange of the Certificates is required to satisfy the Exchange Right in respect of an Exchange Notice pursuant to Condition 7(a)(i)(B), the Obligor (or a nominee of the Obligor) shall as an overriding right, pursuant to an irrevocable mandatory undertaking provided by the Issuer on behalf of each Certificateholder in a cash settlement deed (the “**Cash Settlement Deed**”) dated the Closing Date, have the option to purchase the Shariah-compliant Tangible Assets comprised in the Wakala Venture in full or in part (in which case the other part of a Certificateholders’ Exchange Right shall be satisfied by the delivery of the relevant portion of Exchange Property as provided under Condition 7(a)(i)(B)), from the Issuer for an amount of cash in U.S. dollars equal to the Cash Settlement Amount (as defined below) (the “**Cash Settlement Right**”). In order to exercise the Cash Settlement Right, the Obligor shall provide notice of the exercise of the Cash Settlement Right (the “**Cash Settlement Notice**”) to the Issuer (with a copy to the relevant Certificateholder and the Exchange Agent) as soon as practicable but not later than the fifth Business Day following the date of delivery of the Exchange Notice (the “**Cash Settlement Notice Date**”) and shall execute and procure that the Issuer executes the sale and purchase agreement appended to the Cash Settlement Deed. The Cash Settlement Notice must specify *inter alia* the *pro rata* share of the Exchange Property in respect of which the Obligor will make a cash payment in the manner described in this Condition 7.

In the event of an election by any Certificateholder pursuant to Condition 7(a)(ii)(A) to receive Exchange Property instead of cash, such Certificateholder should obtain its own independent Shariah advice on the Shariah-compliant status of the relevant pro rata share of the Exchange Property.

- (iii) In the event a Cash Settlement Amount is payable pursuant to Condition 7(a)(i)(A) (save where the Issuer has exercised its Share Settlement Right pursuant to Condition 7(a)(ii)(A)) or the Obligor has exercised its Cash Settlement Right pursuant to Condition 7(a)(ii)(B), the Obligor shall pay the Cash Settlement Amount to the Issuer no later than 20 Trading Days following either (A) in the event of an exercise of a Cash Settlement pursuant to Condition 7(a)(i)(A), the Exchange Notice Date or (B) in the event of an exercise of a Cash Settlement Right pursuant to Condition 7(a)(ii)(B), the Cash Settlement Notice Date, (provided in each case that if no transaction in respect of the Securities takes place on any Trading Day during the period of 15 consecutive Trading Days commencing from and including the Trading Day immediately after the Exchange Notice Date or Cash Settlement Notice Date, as applicable, then the Obligor shall pay the Cash Settlement Amount no later than five Trading Days after the last day of the aforementioned period of 15 consecutive Trading Days), whereupon the Issuer shall (a) promptly upon receipt of such Cash Settlement Amount credit such sum to such bank account of the relevant Certificateholder as specified in the Exchange Notice, and (b) deliver the Shariah-compliant Tangible Assets comprised in the Wakala Venture (or a *pro rata* portion thereof) to the Obligor. There shall be a full or, as applicable, a partial dissolution of the trust upon settlement of any exercise by either (A) a Certificateholder of its Exchange Right by way of Cash Settlement or (B) the Obligor of its Cash

Settlement Right. If the Obligor exercises its Cash Settlement Right in respect of Certificates held by more than one Certificateholder which are to be exchanged on the same Exchange Date, the Obligor shall make the same proportion of cash and *pro rata* share of the Exchange Property available to the Issuer on behalf of such exchanging Certificateholders.

“**Cash Settlement Amount**” means the product of (i) the *pro rata* share of the Exchange Property otherwise deliverable upon exercise of the Exchange Right pursuant to Condition 7(a)(i) as if the Exchange Property were deemed to consist wholly of Shariah-compliant assets (as determined by the Shariah Board by applying the Business Activity Test and the Financial Ratio Test) in respect of the Certificate(s) to which the Exchange Notice applies, and in respect of which either (A) the Issuer on behalf of a relevant Certificateholder has exercised their Exchange Right pursuant to Condition 7(a)(i)(A), (B) the Obligor has elected to exercise the Cash Settlement Right pursuant to Condition 7(a)(ii)(B) or (C) the transfer or delivery of which would, as certified in writing to the Trustee by an authorised signatory of the Issuer, be unlawful under the laws of any applicable jurisdiction or contrary to any official declaration, order, directive or regulation in any applicable jurisdiction and (ii) the Cash Equivalent (as defined below).

“**Cash Equivalent**” means an amount in U.S. dollars equal to the aggregate of:

- (1) the average value of publicly traded Securities included in the Exchange Property, for 15 consecutive Trading Days commencing from and including the Trading Day immediately after:
 - (i) where a Certificateholder has exercised their Exchange Right pursuant to Condition 7(a)(i)(A), the relevant Exchange Notice Date;
 - (ii) where the Obligor has elected to exercise the Cash Settlement Right pursuant to Condition 7(a)(ii)(B), the Cash Settlement Notice Date; or
 - (iii) where the transfer or delivery of such Securities would, as certified in writing to the Trustee by an authorised signatory of the Issuer, be unlawful under the laws of any applicable jurisdiction or contrary to any official declaration, order, directive or regulation in any applicable jurisdiction, the relevant Settlement Date,

in each case, which shall be the arithmetic average of the VWAP of such Securities on each Trading Day in such period converted into U.S. dollars at the applicable Screen Rate on each such Trading Day (provided that if no transaction in respect of the Securities takes place on any such Trading Day, that Trading Day shall be excluded from the 15 consecutive Trading Day period for the purposes of such calculation); and

- (2) the average value of all other assets and of publicly traded Securities included in the Exchange Property, for which a value cannot be determined pursuant to (1) above, for 15 consecutive Business Days commencing from and including:
 - (i) where a Certificateholder has exercised their Exchange Right pursuant to Condition 7(a)(i)(A), the relevant Exchange Notice Date;

- (ii) where the Obligor has elected to exercise the Cash Settlement Right pursuant to Condition 7(a)(ii)(B), the Cash Settlement Notice Date; or
- (iii) where the transfer or delivery of such Securities would, as certified in writing to the Trustee by an authorised signatory of the Issuer, be unlawful under the laws of any applicable jurisdiction or contrary to any official declaration, order, directive or regulation in any applicable jurisdiction, the relevant Settlement Date,

which shall be deemed to be the arithmetic average of the value for such period, as certified by an Independent Investment Bank (in the case of Securities) or independent appraiser (in the case of other assets (other than cash)) of international repute, each acting as an expert, selected by the Issuer and notified in writing to the Trustee (converted into U.S. dollars on each such Business Day at the applicable Screen Rate); and

- (3) the average value of any cash included in the Exchange Property, for 15 consecutive Business Days commencing from and including:
 - (i) where a Certificateholder has exercised their Exchange Right pursuant to Condition 7(a)(i)(A), the relevant Exchange Notice Date;
 - (ii) where the Obligor has elected to exercise the Cash Settlement Right pursuant to Condition 7(a)(ii)(B), the Cash Settlement Notice Date; or
 - (iii) where the transfer or delivery of such Securities would, as certified in writing to the Trustee by an authorised signatory of the Issuer, be unlawful under the laws of any applicable jurisdiction or contrary to any official declaration, order, directive or regulation in any applicable jurisdiction, the relevant Settlement Date,

which shall be deemed to be the arithmetic average of the cash amount for such period (converted into U.S. dollars on each such Business Day at the applicable Screen Rate).

The Cash Equivalent and the Cash Settlement Amount shall be calculated by the Wakeel. Any determination made by the Wakeel shall be conclusive and binding save in the case of manifest error.

- (iv) If either (A) a Certificateholder's Exchange Right will be exercised by way of Share Settlement pursuant to Condition 7(a)(i)(B) and the Obligor does not exercise its Cash Settlement Right as provided in Condition 7(a)(ii)(B) above or (B) the Issuer exercises its Share Settlement Right on behalf of the relevant Certificateholder pursuant to Condition 7(a)(ii)(A), the relevant Certificateholder shall, upon due exercise of such Exchange Right, be entitled to receive a *pro rata* share of the Exchange Property calculated as at the relevant Exchange Date, and the Issuer shall, subject to Condition 7(a)(v) below, deliver such *pro rata* share of the Exchange Property to or to the order of the relevant Certificateholder, whereupon there shall be a full or, as applicable, a partial dissolution of the trust held by the Trustee in favour of the Certificateholders.

- (v) No fraction of a Relevant Security or any other property comprised in the Exchange Property which is not divisible shall be delivered on exercise of the Exchange Rights and the Issuer shall not be under any obligation to make any payment to Certificateholders in respect of any such fractions and any such fraction will be rounded down to the nearest whole multiple of a Relevant Security or unit of any such other property. Notwithstanding the foregoing, in the event that upon the exercise by any Certificateholder of its Exchange Right, a fraction of a Relevant Security would but for the preceding sentence be deliverable and the value of such fraction (as determined by multiplying the VWAP of such Relevant Security on the Exchange Date (or if the Exchange Date is not a Trading Day, the VWAP on the immediately preceding Trading Day) by the relevant fraction) exceeds U.S.\$100, the Issuer shall as soon as reasonably practicable sell such fraction of a Relevant Security to the Obligor at an amount equal to the product of (i) the VWAP on such day (or if such day is not a Trading Day, the VWAP on the immediately preceding Trading Day) of such Relevant Security and (ii) the relevant fraction, converted into U.S. dollars at the applicable Screen Rate on such day and the cash proceeds resulting from such sale shall form part of the Exchange Property to be delivered upon exchange to Certificateholders by no later than the Settlement Date.

If more than one Certificate is to be exchanged by a Certificateholder pursuant to any one Exchange Notice, the Exchange Property to be delivered and any sum payable to that Certificateholder shall be calculated on the basis of the aggregate Nominal Value of such Certificates.

(b) Procedure for Exchange

- (i) To exercise the Exchange Right attaching to any Certificate, the holder thereof must complete, execute and deposit at his own expense during normal business hours during the Exchange Period at the specified office of any Agent, a notice of exchange (an “**Exchange Notice**”) (in duplicate) in the form (for the time being current) obtainable from the specified office of any Agent, together with such Certificate (and any certificates and other documents as may be required by applicable law) and any amount to be paid by the Certificateholder pursuant to this Condition 7(b)(i). The Exchange Notice shall specify, *inter alia*, the number of the Securities Account to be credited with any Exchange Property, comprising Relevant Securities which are cleared through the HKEC, or in the case of Relevant Securities which are cleared through any other central depository or clearing system, the number of the relevant account, and irrevocably instruct the HKEC or such other central depository or clearing system as the case may be, to credit such Securities Account or as the case may be, such relevant account with any such Exchange Property. An Exchange Notice once delivered shall be irrevocable.

A Certificateholder exercising Exchange Rights will be required to certify in the relevant Exchange Notice that such exchange is being exercised outside of the United States (as such term is defined in Regulation S (“**Regulation S**”) under the United States Securities Act of 1933) and it and any person for whom it is acquiring Exchange Property is not a U.S. person (as such term is defined in Regulation S) and it is not acting as agent for, or on behalf of, a U.S. person and furthermore undertakes to not offer, sell, pledge or otherwise transfer any securities received upon exchange of the Certificates into the United States (as such term is defined in Regulation S) or to, or for the account or benefit of, any U.S. person (as such term is defined in Regulation S) until the expiration of a period of 40 days (or such longer period of time as may be required by Regulation S) from the date of receipt of such securities upon exchange of the Certificates.

Exchange Rights may be exercised in respect of the whole of the Nominal Value of a Certificate only and not part thereof.

The exchange date in respect of a Certificate (the “**Exchange Date**”) will be the Payment Business Day immediately following the date of the delivery of the Exchange Notice and, if applicable, any payment or indemnity required to be made or given under these Conditions in connection with the exercise of such Exchange Right. The Exchange Date must fall within the Exchange Period. A Certificateholder exercising Exchange Rights must pay any taxes and capital, stamp, issue, registration, documentary, transfer or other duties (including penalties), transaction or exercise charges imposed by the HKEC, clearing fees and other expenses (together with any value added or other tax thereon), arising on exchange and/or on the transfer, delivery or other disposition of any Cash Settlement Amount or Exchange Property, as applicable, arising on exercise of Exchange Rights or provide an indemnity or security in respect thereof in such form as the Issuer may reasonably require, provided that any stamp duty payable as imposed by the laws of Malaysia and Hong Kong or any other jurisdiction in which the register in respect of any Securities or other property comprising Exchange Property is located or in which any property comprising Exchange Property is situated shall be payable by the Issuer. If the Issuer shall fail to pay any such stamp duty, the relevant holder shall be entitled to tender and pay the same (and for the avoidance of doubt, neither the Trustee nor any Agent shall be obliged to pay the same). The Issuer, as a separate and independent stipulation, covenants to reimburse each such Certificateholder in respect of the payment of such stamp duty and any penalties payable in respect thereof which shall be payable by the Issuer.

- (ii) As soon as practicable, and in any event not later than the Settlement Date:
- (1) the Issuer shall procure, in the case of the Shares and/or any other Relevant Securities comprising the relevant *pro rata* share of the Exchange Property which are deposited with the HKEC or any other central depository or clearing system, the delivery of such Shares and/or other Relevant Securities, in each case, through and in accordance with the laws and regulations applicable to such central depository or clearing system, to the Securities Account designated for the purpose in the relevant Exchange Notice;
 - (2) the Issuer shall procure, in the case of the Shares and/or any other Relevant Securities comprising the relevant *pro rata* share of the Exchange Property that are not deposited in a clearing system and are only available in physical form, that duly stamped forms of transfer and share certificates together with all other documents of title and evidence of ownership and all other documents necessary to transfer the Shares and/or other Relevant Securities to be delivered or transferred on exchange into such name (subject to any relevant provisions of the Trust Deed and the Agency Agreement) as the Certificateholder shall direct, will be dispatched by mail, free of charge (but uninsured and at the risk of the person entitled thereto) to such address as the Certificateholder may request (as specified in the relevant Exchange Notice); and
 - (3) the Issuer shall procure that such documents of title and evidence of ownership of any other Exchange Property to be delivered on exercise of Exchange Rights shall be dispatched and the payment of any part of the Exchange Property comprising cash to be delivered on exercise of Exchange Rights (converted if necessary into U.S. dollars at the Screen

Rate on the relevant Exchange Date) in accordance with directions given by the relevant Certificateholder in the Exchange Notice.

Notwithstanding the above, if the Exchange Property has changed in whole or in part as a result of acceptance of an Offer or as a result of the compulsory acquisition of any Relevant Securities, in each case as provided in Condition 8, then the time for such delivery shall be the longer of such period set out above and the day falling five Business Days after the date on which the consideration is received by the Issuer under the terms of the Offer or, as the case may be, the day falling five Business Days following the date on which the consideration pursuant to such compulsory acquisition is received by the Issuer.

If, at any time when the transfer or delivery of any Exchange Property (other than cash) is required, such transfer or delivery would (as certified in writing to the Trustee by an authorised signatory of the Issuer) be unlawful under the laws of any applicable jurisdiction or contrary to any official declaration, order, directive or regulation in any applicable jurisdiction, the Issuer will make a cash payment equal to the Cash Settlement Amount in respect of the whole or, as applicable, the relevant *pro rata* share of the Exchange Property. The Issuer will pay any such amount to the relevant Certificateholders or, as the case may be, the Trustee (or its delegate or agents), not later than 20 Payment Business Days after the relevant Settlement Date.

For the avoidance of doubt, where the Exchange Property comprises securities which are cleared through the HKEC, the delivery of such Exchange Property shall be effected only by crediting the Securities Account designated by the Certificateholder exercising the Exchange Right. Such securities will not be delivered to the Certificateholders outside of the book-entry (scripless) settlement system of the HKEC.

- (iii) The relevant Certificateholder (or the person designated in the relevant Exchange Notice) will be treated as the owner of the *pro rata* share of the Exchange Property deliverable upon exchange with effect from the Exchange Date and, in respect of such *pro rata* share of the Exchange Property, will be entitled to all rights, distributions or payments in respect of such *pro rata* share of the Exchange Property from the Exchange Date.

The relevant adjustments to the Exchange Property shall be made in accordance with Conditions 7(c), 7(d), 7(e), 7(f) or 7(g) as the case may be, such that further Relevant Securities or other property or assets (including cash) received pursuant to such adjustment shall be added to the Exchange Property (“**Additional Exchange Property**”). All Exchange Property deliverable upon exchange (including the Additional Exchange Property) shall be deliverable by the Issuer only on the Settlement Date.

Exchange Property delivered on exercise of Exchange Rights shall not include any dividends or other income thereon or other distributions or rights in respect thereof, declared, paid or made by reference to a record date or other due date for the establishment of the relevant entitlement falling prior to the relevant Exchange Date.

Exchange Property delivered or transferred or to be delivered or transferred upon exchange shall rank for and be entitled to all dividends and other income, payments and distributions and rights thereon or in respect thereof declared, paid, made or granted by reference to a record date or other due date for the establishment of entitlement falling on or after the relevant Exchange Date.

If a Certificateholder shall be entitled to receive in respect of the exercise of Exchange Rights any Additional Exchange Property, where the Exchange Right will be exercised by way of Cash Settlement or a Cash Settlement Notice had been delivered, the Obligor shall pay to the relevant Certificateholder an amount in relation to such Additional Exchange Property (the “**Further Amount**”) equivalent to the value of such Additional Exchange Property calculated on the same basis, *mutatis mutandis*, as the Cash Settlement Amount (with references to the Exchange Notice Date, the Settlement Date or the Cash Settlement Notice Date, as applicable, being replaced by the relevant Effective Date) and such Further Amount shall be paid to the relevant Certificateholder not later than 10 Business Days (or in the case of a Rights Issue, 15 days) following such Effective Date.

If the record date or other due date for the establishment of the relevant entitlement for the payment of any dividend or other income, payment or distribution or rights on or in respect of such Exchange Property falls on or after the Exchange Date but before the relevant Settlement Date (or any other date from which the relevant Certificateholder is treated as the owner of, or entitled to all rights and entitlement to, such Exchange Property) with the effect that the relevant Certificateholder is not entitled to such dividend or other income, payment or distribution of rights, the Issuer will:

- (1) (in the case of dividends or other income or distributions or rights to be paid in cash) pay, or procure the payment to, the exchanging Certificateholder (or the person designated in the relevant Exchange Notice) in lieu of such dividend or other income or distribution or rights, an amount equal thereto, converted if necessary into U.S. dollars at the Screen Rate on the date of receipt thereof by the Issuer (the “**Equivalent Amount**”). The Issuer will pay the Equivalent Amount, or procure that it is paid, to the relevant Certificateholder (or the person designated in the relevant Exchange Notice) by whichever is the later of five Business Days after payment is made of the dividend or other income, payment or distribution or rights and the relevant Settlement Date; and
- (2) (in the case of dividends, or other income or distributions or rights satisfied or made otherwise than in cash) deliver, or procure the delivery of, the same to the relevant Certificateholder (or the person designated in the relevant Exchange Notice) as soon as practicable by whichever is the later of 10 Business Days after the receipt by the Issuer of such dividend or other income or distribution or rights and the relevant Settlement Date. Provided however that if, at any time when the delivery of any such dividend or other income or distribution or rights is required, delivery would (as certified in writing to the Trustee by an authorised signatory of the Issuer) be unlawful under the laws of any applicable jurisdiction or contrary to any official declaration, order, directive or regulation in any applicable jurisdiction, the Issuer will in respect of such dividends or other income or distributions (but not for the avoidance of doubt, in respect of any such rights) pay to the relevant Certificateholder (or the person designated in the relevant Exchange Notice) an amount equal to the Realisation Proceeds of such dividend or other income or distribution.

In such circumstances, the Obligor shall, pursuant to the Cash Settlement Deed, pay to the Issuer on the date falling one Payment Business Day prior to the date specified for payment by the Issuer under this Condition 7(b)(iii)(2) the Realisation Proceeds of such dividend or

other income or distribution payable by the Issuer hereunder, pursuant to the exercise by the Issuer of its option in such circumstances by written notice to the Obligor and by execution of the sale and purchase agreement appended to the Cash Settlement Deed to require the Obligor to pay such amount to the Issuer against delivery by the Issuer to the Obligor of such dividend or other income or distribution (but not for the avoidance of doubt, any such right satisfied or made otherwise than in cash). No amount shall be payable by the Obligor to the Issuer (or accordingly by the Issuer to the Certificateholders) in respect of any rights satisfied or made otherwise than in cash, notwithstanding that the delivery of such rights to Certificateholders would be unlawful as set out in Condition 7(b)(iii)(2).

- (iv) Upon exercise of Exchange Rights, a Certificateholder shall in the relevant Exchange Notice, specify a bank account to which any cash amount payable on or in respect of the exercise of Exchange Rights by that Certificateholder shall be credited and the Issuer and/or the Obligor, as the case may be, shall pay such sum to the relevant Certificateholder (or the person designated in the relevant Exchange Notice) in accordance with any such directions.

(c) The Exchange Property and adjustments to the Exchange Property

The “**Exchange Property**” shall initially comprise 399,856,758 Shares and shall include all Relevant Securities and other property arising out of or derived or resulting therefrom and such other property, in each case as may be deemed or required to comprise all or part of the Exchange Property pursuant to these Conditions, but excluding any such property as may or may be deemed to have ceased to form part of the Exchange Property.

Provided that (A) the Exchange Right is not exercised by way of Cash Settlement pursuant to Condition 7(a)(i)(A) and (B) the Obligor does not exercise its Cash Settlement Right pursuant to Condition 7(a)(ii)(B), on the exercise of Exchange Rights, Certificateholders will initially be entitled to receive 1,002.6498 Shares for each U.S.\$1,000 Nominal Value of Certificates (subject to adjustment pursuant to these Conditions).

All Exchange Property transferred or delivered upon exercise of Exchange Rights shall be transferred or delivered with full title guarantee and free from any and all mortgage, charge, pledge or other security interests or other adverse interests.

Subject as provided in these Conditions, the Shares comprising Exchange Property to be delivered on exchange of the Certificates will be fully paid on the Closing Date and will rank *pari passu* with all fully paid Shares of the same class in issue on the Closing Date and on the relevant Exchange Date.

(d) Income, etc. arising on the Relevant Securities

Except in the circumstances provided in these Conditions, dividends and other income and other benefits and rights derived from the Relevant Securities prior to an Exchange Date shall not comprise part of the Exchange Property (except, for the avoidance of doubt, to the extent of any Capital Distribution).

(e) Sub-division, Consolidation or Redenomination

If any Relevant Securities comprising the Exchange Property shall be sub-divided or consolidated, re-classified or re-denominated or in any other manner have their par

value changed (“**Sub-division, Consolidation or Redenomination**”) then the Securities resulting from such Sub-division, Consolidation or Redenomination so far as attributable to the Exchange Property, shall be included in the Exchange Property.

The “**Effective Date**” of any Sub-divisions, Consolidation or Redenomination shall be the completion date of such event where cash, Securities and/or other property has been received by and/or credited into the relevant accounts of the person(s) entitled to receive the same.

(f) Rights Issues

If further Relevant Securities or other Securities, or options, warrants or rights to subscribe or purchase further Relevant Securities (or any of them) or other Securities, shall be offered by way of rights to holders of Relevant Securities (or any of them) or other Securities (a “**Rights Issue**”) comprising Exchange Property, then:

- (i) in the case of a Rights Issue of Relevant Securities comprising the Shares, the Issuer shall give notice to the Trustee and the Certificateholders not less than 10 days prior to the latest day for accepting or taking up any such rights that the Exchange Property shall be increased at the option of the Issuer, by (a) such number of Shares at their Fair Market Value or (b) by an amount in cash, equal to the aggregate Realisable Value of rights attributable to the Shares comprising the Exchange Property where:

“**Realisable Value**” is the Rights Value attributable to one Share after the deduction of an amount equal to any stamp, transfer, registration or similar duties payable by the Issuer and any expenses incurred by the Issuer in connection with any actual or notional sale of the relevant rights;

“**Rights Value**” is the value of a right to subscribe for one new Share which shall be calculated in accordance with the formula:

$$\frac{A - B}{C + 1}$$

Where

A = the Current Price of a Share on the Trading Day immediately preceding the date on which the offer or invitation is publicly announced or (failing any such announcement) immediately preceding the date of the offer or invitation;

B = the subscription price for one additional Share under the offer or invitation to acquire or subscribe for Shares under the terms of such offer or invitation; and

C = the number of Shares which is necessary to be held in order to be offered or invited to acquire or subscribe one additional Share under the terms of such offer or invitation.

- (ii) in any other case, the Issuer shall give notice to the Trustee in writing and to the Certificateholders not less than 10 days prior to the latest day for accepting or taking up such rights that the Exchange Property shall be increased by such property as would have been acquired if sufficient rights had been sold on an arm’s length basis in good faith to enable the whole of the balance of such rights to be so taken up together with an amount equal to any excess proceeds of such sale which are not able to be so applied to take up rights. There shall be deducted from the proceeds of any such sale of the relevant rights an amount

equal to any stamp, transfer, registration or similar duties payable by the Issuer and any expenses incurred by the Issuer in connection with the sale of the relevant rights.

Any Relevant Securities or other Securities or options, warrants or rights taken up pursuant to this paragraph and any excess proceeds of sale as aforesaid shall be added to and form part of the Exchange Property.

Pending application of the provisions of this Condition 7(f), such rights shall form part of the Exchange Property.

The “**Effective Date**” of any Rights Issue shall be the Securities Sale Date (as defined below).

In the event of a Rights Issue in respect of Relevant Securities or other Securities then comprised in the Trust Assets, the Issuer agrees that, provided the Rights Exercise Condition is satisfied, it shall on the last day for accepting or taking up any such rights exercise (and procure the Seller’s assistance (or the assistance of the relevant seller under any subsequent Deed of Surrender) in the exercise of) its rights under such Rights Issue.

*If the Rights Exercise Condition is satisfied, the Obligor shall on the last day for accepting or taking up any such rights provide the Issuer with a Facility in immediately available funds for an amount (the “**Facility Amount**”) equal to that which the Issuer would require in order to exercise its rights under the Rights Issue.*

*Upon exercise by the Issuer of its rights under the Rights Issue, the Issuer shall within five Trading Days following the listing of and quotation for such further Relevant Securities or other Securities (the date of such sale being the “**Securities Sale Date**”) direct that the Seller (or such relevant seller) sells up to such number of further Relevant Securities or other Securities as is necessary to enable the Issuer to repay the Facility, such sale being (at the Obligor’s discretion) either to third parties at the Current Price on the date of such sale or to the Obligor pursuant to the Issuer Undertaking at the VWAP on the date falling five Trading Days following the listing of and quotation for such further Relevant Securities or other Securities. The Issuer shall apply the Actual Sale Proceeds to repayment of the Facility, provided that if the Actual Sale Proceeds are insufficient for the Issuer to make all payments which would otherwise be due in respect of the Facility, the obligations of the Issuer will be limited to such Actual Sale Proceeds and the Obligor shall not be entitled to take any further steps against the Issuer to recover any shortfall. Any surplus (if any) in respect of the Actual Sale Proceeds over the Facility Amount (resulting from the principal amount of further Relevant Securities or other Securities sold being rounded up to the nearest integral multiple of the denomination of such further Relevant Securities or other Securities), together with such number of further Relevant Securities or other Securities which the Issuer is not required to sell, shall be retained by the Issuer and become part of the Trust Assets.*

The Issuer shall give notice to the Trustee in writing and to the Certificateholders not more than 15 days following the Securities Sale Date that the Trust Assets shall be increased by an amount (if any) in cash (converted into U.S. dollars at the Screen Rate), equal to the excess (if any) of Actual Sale Proceeds over the Facility Amount, plus such number of further Relevant Securities or other Securities (if any) which the Issuer is not required to sell or which the Issuer has not been able to sell.

None of the further Relevant Securities or other Securities subscribed by the Issuer pursuant to the Rights Issue shall form part of the Trust Assets at any time prior to the

date on which the relevant number thereof is sold as aforesaid. In the event that a Dissolution Event (as set out in Condition 13) occurs in the period prior to such sale, the Facility shall be repaid by delivery to the Obligor of such number of further Relevant Securities or other Securities, the Current Price on such delivery date of which is equal to the principal amount of the Facility, and any remaining Relevant Securities or other Securities shall be retained by the Issuer and become part of the Trust Assets. If the Current Price on such delivery date of the further Relevant Securities or other Securities is insufficient for the Issuer to make all payments which would otherwise be due in respect of the Facility, the obligations of the Issuer will be limited to such Current Price and the Obligor shall not be entitled to take any further steps against the Issuer to recover any shortfall.

For the purposes hereof:

“Actual Sale Proceeds” means the net proceeds of sale of up to such number of further Relevant Securities or other Securities subscribed by the Issuer pursuant to the Rights Issue as is necessary to enable the Issuer to repay the Facility.

“Rights Exercise Condition” is satisfied if the Current Price on the Trading Day immediately preceding the last day for accepting or taking up any such rights under the Rights Issue of the further Relevant Securities or other Securities being offered exceeds the Rights Price.

“Rights Price” means the price at which the further Relevant Securities or other Securities are being offered pursuant to the terms of the Rights Issue.

If options, warrants or rights to subscribe or purchase further Relevant Securities or other Securities shall be offered by way of rights to all or any holders of Relevant Securities or other Securities comprising the Trust Assets, the Issuer shall not exercise any rights under such rights issue.

The Seller or such relevant seller shall, upon receipt of any additional Shares or Relevant Securities arising from the exercise of a Rights Issue in respect of such number of Shares, deliver to the Issuer such additional Shares or Relevant Securities which shall form part of the Trust Assets.

(g) Bonus Issues, Capital Distributions and reorganisation

If any of the following events occurs (each, a “**Relevant Event**”):

- (1) Relevant Securities or other Securities are issued credited as fully paid to holders of Relevant Securities comprising Exchange Property by way of capitalisation of profits or reserves or otherwise by virtue of being holders of Relevant Securities (otherwise than in lieu of the whole or any part of a cash dividend which such holders would or could otherwise have received);
- (2) any Capital Distribution is made;
- (3) a Relevant Company purchases or redeems any Relevant Securities comprising Exchange Property; or
- (4) pursuant to any scheme of arrangement, reorganisation, amalgamation, reconstruction, merger, demerger or any like or similar event of any company or companies (whether or not liquidation or dissolution), any further Relevant Securities or other Securities, property or assets (including cash) are issued, distributed or otherwise made available to holders of Relevant Securities or other Securities comprising Exchange Property,

then the further Relevant Securities, Securities or other property or assets (including cash) received in relation to the Relevant Event, so far as attributable to the Exchange Property or as the case may be, the Capital Distribution in respect of the Relevant Securities comprising the Exchange Property, shall be included as part of the Exchange Property (and, if applicable, applied in accordance with Condition 7(j) below).

The “**Effective Date**” of any Relevant Event shall be the completion date of such event where cash, Securities and/or other property has been received by and/or credited into the relevant accounts of the person(s) entitled to receive the same. If the Issuer determines (and notifies the Trustee in writing) that an adjustment should be made to the Exchange Property as a result of one or more events or circumstances not referred to in this Condition 7(g) or circumstances have arisen which might have an adverse effect on the Exchange Property and no adjustment to the Exchange Property under this Condition 7(g) would otherwise arise, the Trustee shall, at the expense of the Obligor, instruct an Independent Investment Bank to determine as soon as practicable what adjustment (if any) to the Exchange Property or terms of this Condition 7 is fair and reasonable to take account thereof and the date on which such adjustment should take effect, and upon such determination such adjustment shall be made (provided it would result in an addition to the Exchange Property and take effect in accordance with such determination) provided that the Trustee shall have no responsibility to make any enquiries as to whether or not any event has occurred which might require an adjustment to the Exchange Property or to the terms of this Condition 7.

Any adjustments required to be made in respect of the Exchange Property in accordance with this Condition 7 shall in the circumstances provided in this Condition 7 be calculated by an Independent Investment Bank.

(h) Notice of change in Exchange Property

The Issuer shall give notice to the Trustee in writing and to the Certificateholders in accordance with Condition 17 of any change in the nature or composition of the Exchange Property as soon as reasonably practicable and in any event no later than 10 Business Days following such change, and shall certify such details as the Trustee may in its absolute discretion require of the Exchange Property to which the holder of a Certificate would be entitled upon exercise of the Exchange Right in respect of such Nominal Value following such change.

(i) Release from the Exchange Property

Upon actual delivery of Exchange Property to the relevant Certificateholder or upon redemption of the Certificates or upon any purchase and cancellation of the Certificates, the *pro rata* share of the Exchange Property or the relevant part thereof attributable to each relevant Certificate shall cease to be part of the Exchange Property and the Exchange Property shall be reduced accordingly.

(j) Purchase or substitution of Relevant Securities etc.

If any cash amount or Securities or other property is received under or pursuant to these Conditions (including if applicable, pursuant to Capital Distributions or otherwise as set out in Condition 7(g)) in respect of Exchange Property which is to be added to and is to form part of the Exchange Property (other than (i) any Shares or Relevant Securities of a class already comprised in the Exchange Property; and (ii) as included in the Offer Consideration received under Condition 8 or added to and forming part of the Exchange Property pursuant to the second paragraph of Condition 8) before the Exchange Rights lapse, such cash amount may be applied at the Issuer’s discretion, and such Securities or other property may be sold by the Issuer and the proceeds of such sale (net of any costs

and expenses incurred in connection with such sale) shall be applied by the Issuer as soon as reasonably practicable and to the extent possible in purchasing additional Shares (not then comprised in the Exchange Property) or, where the Exchange Property comprises Securities other than Shares, additional units of such Securities, provided that for the avoidance of doubt, any cash amount or Securities or other property received but not so applied and/or sold as set out in this Condition 7(j) may be added to and form part of the Exchange Property. The substitution of any cash amount which is otherwise to be added to and form part of the Exchange Property with additional Shares or Relevant Securities of a class already comprised in the Exchange Property (owned by it and not comprised in the Exchange Property) shall be undertaken at their Fair Market Value (as at the third Trading Day following the day on which such cash amount was received by the Issuer). Any such additional Shares or other Securities purchased or substituted shall thereafter form part of the Exchange Property.

(k) Voting rights etc.

Pursuant to the Wakalah Agreement, the Wakeel may direct the exercise of or otherwise deal with the beneficial interest in the voting rights attached to such shares and the voting rights attached to any Relevant Securities then legally owned by the Seller (or such relevant seller) from time to time in such manner as it may determine in its discretion on behalf of the Issuer. In the event that the Seller (or such relevant seller) is unable, on grounds that it is a related party or for any other legal or regulatory reasons, to exercise the voting rights attaching to such number of shares and other Relevant Securities legally owned by the Seller (or such relevant seller) from time to time in the manner directed by the Wakeel, such voting rights shall not be exercised.

8 General offers

In the event of an Offer for Relevant Securities in a Relevant Company, the Wakeel on behalf of the Issuer has absolute discretion to direct the Seller (or the relevant seller under any subsequent Deed of Surrender) to accept such Offer (and as to any alternative consideration) or reject such Offer, provided that it may not accept any such Offer prior to the Specified Date in respect thereof. If the Offer is accepted (or if the Relevant Securities are subject to compulsory acquisition), then, with effect from the Final Date, the Exchange Property will be deemed to consist, in whole or in part, of the consideration (the “**Offer Consideration**”) received for the Relevant Securities then comprised in the Exchange Property acquired under the Offer or pursuant to such compulsory acquisition and in place of the Exchange Property which it or they, as the case may be, substitute. The Issuer shall give notice to the Certificateholders in accordance with Condition 17 and to the Trustee and the Principal Agent in writing forthwith upon receipt of any Offer for the Relevant Securities.

Any cash amount included in the Offer Consideration in respect of the Exchange Property shall, at the discretion of the Issuer, be deemed to be (a) substituted by the Issuer for additional Relevant Securities of the same class as the Relevant Securities (if any) included in the Offer Consideration (owned by the Issuer and not then comprised in the Exchange Property) at their Fair Market Value (as at the third Trading Day following the day on which such cash amount was received by the Issuer) for such cash amount and/or (b) applied (net of any costs and expenses incurred) by the Issuer in purchasing Relevant Securities of the same class as the Relevant Securities (if any) included in the Offer Consideration and/or (c) at the determination of the Issuer, added to the Exchange Property.

Such Securities shall in each case be added to and form part of the Exchange Property and any expenses associated with such acquisition shall be borne from the Exchange Property.

In relation to any scheme of arrangement, reorganisation, amalgamation or reconstruction of any company or companies (whether or not involving liquidation or dissolution), the Wakeel on

behalf of the Issuer shall in accordance with Condition 7(k) at all times be entitled, in relation to any Relevant Securities then legally owned by the Seller (or such relevant seller), to direct the vote on, and the Wakeel on behalf of the Issuer may act in its absolute discretion and shall at all times be entitled, in relation to any Relevant Securities, to direct the Seller's (or such relevant seller's) exercise of its rights in respect of, or otherwise participate in, any such scheme of arrangement, reorganisation, amalgamation or reconstruction as it thinks fit up to the Settlement Date relating to such Relevant Securities.

The Exchange Rights shall be suspended during the period (the "**Suspension Period**") from and including (i) the Specified Date until the acceptance of the relevant Offer is withdrawn or the relevant Offer lapses or becomes or is declared unconditional in all respects; or (ii) the date any vote is cast in relation to any applicable scheme of arrangement, reorganisation, amalgamation or reconstruction which is approved by the required majority until the same is approved or rejected by any relevant judicial or other authorities (both dates inclusive), and if Exchange Rights are exercised such that the Exchange Date would otherwise fall in the Suspension Period, such exercise shall be null and void.

If a tender or other offer is made by or on behalf of a Relevant Company (or any person associated with such Relevant Company) to purchase or otherwise acquire, redeem or exchange such Relevant Securities, the Wakeel on behalf of the Issuer, shall not direct the Seller (or such relevant seller) to tender or be entitled to be treated as having tendered any such Relevant Securities which are comprised in the Exchange Property or be treated as having accepted any such offer in respect thereof or vote in respect of any such Relevant Securities in relation to any such tender or other offer, nor shall the Wakeel on behalf of the Issuer direct the Seller (or such relevant seller) to exercise or be treated as having exercised any option to require the dissolution or repayment of such Relevant Securities prior to the final due date for dissolution or repayment thereof.

9 Covenants and Undertakings

The Issuer has covenanted in the Trust Deed that, *inter alia*, so long as any Certificate remains outstanding, it shall not:

- (i) sell, transfer, assign, participate, exchange or otherwise dispose of, or pledge, mortgage, hypothecate or otherwise encumber (by security interest, lien (statutory or otherwise), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever or otherwise) (or permit such to occur or suffer such to exist), any part of its beneficial interest in the Trust Assets except pursuant to the Purchase Undertaking, the Issuer Undertaking, the Obligor Undertaking, the Share Settlement Deed or the Cash Settlement Deed or as otherwise envisaged in these Conditions and the Trust Deed;
- (ii) use the proceeds of the issue of the Certificates for any purpose other than as set out in the Offering Circular;
- (iii) have any subsidiaries or employees;
- (iv) redeem any of its shares or pay any dividend or make any other distribution to its shareholders;
- (v) put to its directors or shareholders any resolution for or appoint any liquidator for its winding up or any resolution for the commencement of any other bankruptcy or insolvency proceeding with respect to it; or

- (vi) enter into any contract, transaction, amendment, obligation or liability or do any thing or engage in any business or activity other than:
 - (A) as provided for or permitted in the Transaction Documents;
 - (B) Shariah-compliant transactions involving, or relating to, the Obligor and/or its affiliates (“**Shariah-compliant Transactions**”), provided that any such Shariah-compliant Transaction shall contain a limited recourse provision with the same effect to that which is set out in Condition 2(b) in relation to such transaction which specifies that recourse in each of those Shariah-compliant Transactions shall be limited to the relevant trust assets in relation thereto, and, upon written request of the Trustee, has delivered to the Trustee an opinion of legal counsel satisfactory to the Trustee that such limited recourse provision is substantially similar in effect as that which is set out in Condition 2(b);
 - (C) the ownership, management and disposal of the Trust Assets as provided in the Transaction Documents or other trust assets in relation to Shariah-compliant Transactions as referred to in the preceding paragraph;
 - (D) such other matters which are incidental to any of the above; and
 - (E) as may be required in order that the Certificates may be listed on such internationally recognised stock exchange as may be approved by the Issuer and notified to the Trustee.

The Issuer has undertaken in the Trust Deed that, *inter alia*, so long as any Certificate remains outstanding:

- (i) it will obtain and/or maintain all applicable consents and approvals which are required for the performance of its obligations under the Certificates and the Trust Deed; and
- (ii) it will forthwith notify the Trustee of the listing or delisting of the Shares (or any Shares as a class) by the HKSE or any Alternative Stock Exchange.

10 Dissolution and purchase

(a) Scheduled Dissolution

Unless previously exchanged, redeemed, or purchased and cancelled, the Certificates will be redeemed at 100 per cent. of their Nominal Value (the “**Scheduled Dissolution Amount**”) on the Scheduled Dissolution Date.

(b) Dissolution (other than Scheduled Dissolution)

(i) Dissolution for taxation reasons

The Certificates may be redeemed at 100 per cent. of their Nominal Value (the “**Early Dissolution Amount**”) at the option of the Issuer on the relevant date fixed for dissolution (the “**Tax Dissolution Date**”) in whole, but not in part, at any time, on giving not fewer than 30 nor more than 60 days’ notice (a “**Tax Dissolution Notice**”) to the Certificateholders in accordance with Condition 17 (which notice shall be irrevocable) if (i) the Issuer satisfies the Trustee immediately prior to the giving of such notice that it has or will become obliged to pay Additional Amounts (as defined in Condition 12) or further Additional Amounts as provided or referred to in Condition 12 as a result of any change in, or amendment to, the laws (or any regulations, rulings or other administrative

pronouncements promulgated thereunder) of Malaysia or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements which change or amendment becomes effective on or after the Closing Date; and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it.

No Tax Dissolution Notice shall be given earlier than 90 days prior to nor later than 90 days after, the earliest date on which the Issuer would be obliged to pay such Additional Amounts were a payment in respect of the Certificates then due. Prior to the publication of any Tax Dissolution Notice, the Issuer shall deliver to the Trustee a certificate signed by a director of the Issuer stating that the Issuer is entitled to effect such dissolution and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and an opinion in form and substance satisfactory to the Trustee of independent legal advisers or qualified tax experts of recognised standing to the effect that the Issuer has or will become obliged to pay such Additional Amounts as a result of such change or amendment. The Trustee shall be entitled to accept without further enquiry such certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set out above in this Condition 10(b)(i) and shall not be required to make any further enquiry into such circumstances and shall not incur liability to any person (including any Certificateholder) as a result of relying on such certificate. Any such certificate so accepted by the Trustee shall be conclusive and binding on the Certificateholders.

If the Issuer gives a Tax Dissolution Notice, each Certificateholder will have the right to elect that his Certificate(s) shall not be redeemed and that the provisions of Condition 12 shall not apply in respect of any payments to be made in respect of such Certificate(s) which falls due after the relevant tax dissolution date specified in the Tax Dissolution Notice (the “**Tax Dissolution Date**”) whereupon no Additional Amounts shall be payable in respect thereof pursuant to Condition 12 and payment of all amounts shall be made subject to the deduction or withholding of the Malaysian taxation required to be withheld or deducted. To exercise a right pursuant to this Condition 10(b)(i), the relevant Certificateholder must present the Certificate representing his Certificate(s) together with a duly completed and signed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying Agent (a “**Tax Exercise Notice**”) on or before the day falling 10 Business Days prior to the Tax Dissolution Date at the specified office of any Paying Agent.

(ii) Dissolution at the option of the Issuer

The Certificates may be redeemed at the option of the Issuer at their Early Dissolution Amount, on the relevant date fixed for dissolution (the “**Issuer Optional Dissolution Date**”):

- (A) in whole or in part, at any time from and including 23 September 2019 to but excluding the Scheduled Dissolution Date, provided that the Exchange Property Value (as defined below) on each of the 20 consecutive Trading Days, the last day of which period occurs no more than 5 Trading Days immediately prior to the date on which the relevant notice of dissolution is given by the Issuer to the Certificateholders shall have exceeded 130 per cent. of the Early Dissolution Amount on such Trading Day; or

- (B) in whole only, at any time if prior to the date on which the relevant notice of dissolution is given by the Issuer less than 10 per cent. in aggregate Nominal Value of the Certificates originally issued is outstanding.

In order to exercise such option the Issuer shall give not less than 30 nor more than 60 days' notice (an "**Issuer Optional Dissolution Notice**") to the Certificateholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Certificates at their Early Dissolution Amount on the Issuer Optional Dissolution Date specified in such notice).

The "**Exchange Property Value**" on any Trading Day shall be the aggregate of:

- (1) the value of publicly traded Securities included in the Exchange Property, which shall be deemed to be the Current Price of such Securities on such day, provided that if such day is not a Trading Day then the value of such publicly traded Securities shall be the Current Price on the immediately preceding Trading Day, converted (if necessary) into U.S. dollars at the Screen Rate on such day; and
- (2) the value of all other assets and of publicly traded Securities for which a value cannot be determined pursuant to (1) above of this definition included in the Exchange Property, which shall be deemed to be the value on such day (converted (if necessary) into U.S. dollars as aforesaid) as certified by an Independent Investment Bank (in the case of Securities) or independent appraiser (in the case of other assets (other than cash)) of international repute selected by the Issuer and notified in writing to the Trustee; and
- (3) the value of cash shall be deemed to be the amount thereof (converted (if necessary) into U.S. dollars as aforesaid),

provided that if on any day any such publicly traded Securities are quoted on the Relevant Exchange or, as the case may be, such stock exchange or other securities market as aforesaid cum any dividend or other entitlement, or any assets or publicly traded Securities the value of which is to be determined pursuant to (2) above have the benefit of, or are entitled to, or carry the right to, any dividend or other entitlement, in any such case which a Certificateholder would not be entitled to pursuant to these Conditions on exercising Exchange Rights on the last day permitted pursuant to these Conditions, then the value of any such assets or publicly traded Securities on such day shall be reduced by an amount equal to the gross amount of any such dividend or other cash entitlement or, as the case may be, the value (as determined by an Independent Investment Bank as aforesaid) of any entitlement or dividend where that is other than cash.

The Exchange Property Value shall be calculated by or on behalf of the Issuer.

(iii) **Delisting Purchase Undertaking Right**

In the event the Exchange Property (other than any securities, property or assets (including cash) which may be added to the Exchange Property following the Closing Date as a result of the provisions in Condition 7) ceases to comprise shares listed or admitted to trading on the HKSE or an Alternative Stock Exchange (disregarding any cash amount forming part of the Offer Consideration received pursuant to Condition 8 if and to the extent that such cash amount is applied by the Issuer in accordance with Condition 8 to purchase

shares which are listed or admitted to trading on the HKSE or an Alternative Stock Exchange) (a “**Delisting**”) each Certificateholder shall have the right (the “**Delisting Purchase Undertaking Right**”), at such Certificateholder’s option, to require the Issuer to redeem all (but not less than all) of such Certificateholder’s Certificates on the date and in accordance with the terms below or, if the Issuer fails to give notice of such Delisting as set out below, on the twentieth Business Day after the Delisting (the “**Delisting Purchase Undertaking Date**”) at the Early Dissolution Amount of the Certificates (the “**Delisting Purchase Undertaking Price**”).

Promptly after becoming aware of a Delisting, the Issuer shall procure that notice regarding the Delisting Purchase Undertaking Right shall be given to Certificateholders stating:

- (i) the Delisting Purchase Undertaking Date;
- (ii) the date of such Delisting and, briefly, the events causing such Delisting;
- (iii) the date by which the Delisting Purchase Undertaking Notice (as defined below) must be given;
- (iv) the Delisting Purchase Undertaking Price and the method by which such amount will be paid;
- (v) the names and addresses of all Paying Agents;
- (vi) the procedures that Certificateholders must follow and the requirements that Certificateholders must satisfy in order to exercise the Delisting Purchase Undertaking Right; and
- (vii) that a Delisting Purchase Undertaking Notice, once validly given, may not be withdrawn.

To exercise its rights to require the Issuer to purchase its Certificates, the Certificateholder must deliver a written irrevocable notice of the exercise of such right (a “**Delisting Purchase Undertaking Notice**”), in the then current form obtainable from the specified office of any Agent, to any Paying Agent on any Business Day prior to the close of business at the location of such Paying Agent on such day and which day is not less than 10 Business Days prior to the Delisting Purchase Undertaking Date.

A Delisting Purchase Undertaking Notice, once delivered, shall be irrevocable and the Issuer shall in respect of the Certificates which form the subject of the Delisting Purchase Undertaking Notices delivered as aforesaid pay in respect of each such Certificate an amount equal to the Delisting Purchase Undertaking Price on the Delisting Purchase Undertaking Date.

The Trustee shall not be required to take any steps to ascertain whether a Delisting or any event which could lead to the occurrence of a Delisting has occurred.

- (iv) Dissolution at the option of the Certificateholders

The Certificates may be redeemed at the option of the Certificateholders at their Early Dissolution Amount on 23 September 2019 (the “**Certificateholders’ Optional Dissolution Date**”) in whole or in part, on the Certificateholder giving

not less than 30 nor more than 60 days' notice (a "**Certificateholders' Optional Dissolution Notice**") to the Issuer (which notice shall be irrevocable and shall oblige the Issuer to redeem the Certificates at their Early Dissolution Amount on the Certificateholders' Optional Dissolution Date).

(c) Dissolution Notices

Any dissolution notice shall be irrevocable. Each such notice shall specify, *inter alia*, (i) the date when the relevant redemption will take place; (ii) the last day on which Exchange Rights may be exercised by a Certificateholder pursuant to the Conditions; and (iii) the value of the *pro rata* share of the Exchange Property attributable to each Certificate as at the most recent practicable date prior to the giving of the relevant notice (converted into U.S. dollars at the prevailing rate as at such date if necessary). All Certificates in respect of which a dissolution notice is given shall be redeemed as provided in this Condition 10 on the relevant dissolution date, other than any Certificates in respect of which Exchange Rights shall have been exercised pursuant to Condition 7.

Notwithstanding the giving of a dissolution notice by the Issuer, Certificateholders may continue to exercise Exchange Rights during the Exchange Period.

(d) Purchase

The Issuer, the Obligor or any of the Obligor's Subsidiaries may at any time purchase Certificates in the open market or otherwise at any price provided that no such purchase may be made in the period commencing on the date 15 Business Days prior to the date fixed for redemption from time to time of the Certificates. The Certificates so purchased, while held by or on behalf of the Issuer, the Obligor or any of the Obligor's Subsidiaries shall not entitle the Certificateholder thereof to vote at any meetings of the Certificateholders and shall not be deemed to be outstanding for certain purposes, including without limitation for the purpose of calculating quorums at meetings of the Certificateholders or for the purposes of Condition 13, Condition 15(a) and Condition 18.

(e) Cancellation

Certificates purchased by the Obligor or any of its Subsidiaries may be held, sold or cancelled. Any Certificates purchased by the Issuer shall be cancelled and may not be held, reissued or sold. All Certificates redeemed or exchanged will be cancelled and may not be reissued or resold. Certificates in respect of all Certificates cancelled will be forwarded to or to the order of the Registrar and such Certificates may not be reissued or resold.

11 Payments

(a) Payment

All payments due on the Certificates will be paid on the due date for payment to the Certificateholder shown in the Register at the close of business on the fifth Payment Business Day before the due date for payment (the "**Payment Record Date**"). Payments will be made by transfer to the registered account of the Certificateholder or by U.S. dollar cheque drawn on a bank in New York City, and mailed to the registered address of the Certificateholder if it does not have a registered account. Payment of the Nominal Value of each Certificate will only be made after surrender of the relevant Certificate at the specified office of any Agent.

Payment of all other amounts will be made as provided in these Conditions.

(b) Registered accounts

For the purposes of this Condition 11, a Certificateholder's registered account means the U.S. dollar account maintained by or on behalf of it with a bank in New York City, details of which appear on the Register at the close of business on the fifth Payment Business Day (as defined in Condition 11(h)) before the due date for payment, and a Certificateholder's registered address means its address appearing on the Register at that time.

(c) Payment initiation

Where payment is to be made by transfer to a registered account, payment instructions (for value on the due date or, if that is not a Payment Business Day, for value on the first following day which is a Payment Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed (at the risk and, if mailed at the request of the holder otherwise than by ordinary mail, expense of the holder) on the due date for payment (or, if it is not a Payment Business Day, the immediately following Payment Business Day) or, in the case of a payment of Nominal Value, if later, on the Payment Business Day on which the relevant Certificate is surrendered at the specified office of an Agent.

(d) Agents

The names of the initial Agents and their specified offices are set out below. The Issuer and the Obligor reserve the right under the Agency Agreement at any time with the prior written approval of the Trustee to remove any Agent, and to appoint other or further Agents. Notice of any such removal or appointment and of any change in the specified office of any Agent will be given by the Issuer as soon as practicable to Certificateholders.

(e) Payments subject to fiscal laws

All payments in respect of the Certificates are subject in all cases to (i) any applicable fiscal or other laws and regulations applicable thereto, but without prejudice to Condition 12 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof ("FATCA") or any law implementing an intergovernmental approach to FATCA.

(f) Fractions

When making payments to Certificateholders, if the relevant payment is not of an amount which is a whole multiple of the smallest unit of the relevant currency in which such payment is to be made, such payment will be rounded down to the nearest unit.

(g) Delay in payment

Certificateholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due if the due date is not a Payment Business Day, if the Certificateholder is late in surrendering its Certificate (if required to do so) or if a cheque mailed in accordance with this Condition arrives after the due date for payment.

(h) Payment Business Day

In these Conditions, “**Payment Business Day**” means a day on which commercial banks are generally open for business in Labuan, Kuala Lumpur, New York City, Singapore, Hong Kong and London and, in the case of the surrender of a Certificate, in the place where the Certificate is surrendered.

12 Taxation

All payments to Certificateholders made by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Malaysia or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event (but without limiting Condition 10(b)(i)) the Issuer shall, subject to sufficient funds being available to it, pay such amounts as shall result in receipt by the Certificateholders of such amounts as would have been received by them had no such withholding or deduction been required (“**Additional Amounts**”), except that no such Additional Amounts shall be payable with respect to any Certificate:

- (a) to, or to a third party on behalf of, a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Certificate by reason of his having some connection with Malaysia other than the mere holding of the Certificate or the receipt of any sums due in respect of such Certificate (including, without limitation, the holder being a resident or a permanent establishment in Malaysia); or
- (b) if the Certificate in respect of such Certificate is presented for payment more than 30 days after the Relevant Date for payment in respect thereof except to the extent that the holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth day.

Notwithstanding any other provision of these Conditions, in no event will the Issuer be required to pay any additional amounts in respect of the Certificates for, or on account of, any withholding or deduction required pursuant to FATCA (including pursuant to any agreement described in Section 1471(b) of the Code) or any law implementing an intergovernmental approach to FATCA.

References in these Conditions to “**Scheduled Dissolution Amount**”, “**Early Dissolution Amount**”, “**Cash Settlement Amount**” and “**Equivalent Amount**” shall be deemed to include any Additional Amounts that may be payable under this Condition 12 or under any obligations undertaken in addition thereto or in substitution therefore pursuant to the Trust Deed.

13 Dissolution Events

The Trustee at its discretion may, and if so requested in writing by the holders of not less than 25.0 per cent. in Nominal Value of the Certificates then outstanding or if so directed by an Extraordinary Resolution (as defined in the Trust Deed) shall (subject always to the Trustee having been indemnified or provided with security or prefunded to its satisfaction), give notice to the Issuer and the Obligor that the Certificates are immediately due and payable at the Early Dissolution Amount, which shall be paid on the Dissolution Event Redemption Date, if any of the following events (a “**Dissolution Event**”) shall have occurred and be continuing:

- (i) (a) default is made in payment of the Scheduled Dissolution Amount on the Scheduled Dissolution Date, in the payment of the Early Dissolution Amount on the dates on which such amount is payable in accordance with these Conditions, in each case provided that such default continues for a period of more than 10 Business Days, or
- (b) default is made in payment of the Aggregate Deferred Sale Price under the

Commodity Murabahah Investment Agreement on the date on which such amount is payable in accordance with the terms of the Commodity Murabahah Investment Agreement, in each case provided that such default continues for a period of more than 10 Business Days; or

- (ii) (a) the Issuer fails to deliver Exchange Property within 10 Business Days after such Exchange Property is required to be delivered upon the exchange of a Certificate, (b) the Obligor fails to pay any Cash Settlement Amount payable by it within 10 Business Days after it is due and payable, or (c) the Issuer fails to pay the relevant cash amount payable by it under Condition 7(b)(ii) or the Realisation Proceeds payable by it under Condition 7(b)(iii)(2) within 10 Business Days after such amount is due and payable; or
- (iii) the Issuer or the Obligor defaults in performance or observance of or compliance with any one or more of its other obligations (other than any payment obligations under (i) above) set out in the Certificates or the Trust Deed which default is incapable of remedy or, if such default is capable of remedy, such default is not remedied within 30 days after written notice of such default shall have been given to the Issuer (or the Obligor, as the case may be) by the Trustee; or
- (iv) (a) any other indebtedness of the Issuer or the Obligor in respect of monies borrowed or raised is or is declared to be or is capable of being rendered due and payable prior to its stated maturity by reason of any actual default, event of default or the like (however described) or is not paid when due or, as a result of any actual default, event of default or the like (however described) any facility relating to any such indebtedness is or is declared to be or is capable of being cancelled or terminated before its normal expiry date or any person otherwise entitled to use any such facility is not so entitled, or (b) the Issuer or the Obligor fail to pay when properly called upon to do so any guarantee of indebtedness for borrowed moneys, provided however, that no Dissolution Event will occur under Condition 13(iv)(a) or Condition 13(iv)(b) above:
 - (1) unless and until the aggregate amount of the indebtedness in respect of which one or more of the events mentioned in this Condition 13(iv) has/have occurred equals or exceeds U.S.\$50,000,000 or its equivalent in another currency; or
 - (2) if the Issuer or the Obligor is contesting the relevant claim or declaration in good faith prior to an order or award being made against it; or
- (v) a resolution is passed or an order of a court of competent jurisdiction is made that the Issuer or the Obligor be wound up or dissolved otherwise than for the purposes of or pursuant to and followed by a consolidation, amalgamation, merger or reconstruction the terms of which shall have previously been approved by an extraordinary resolution of the Certificateholders; or
- (vi) the Government of Malaysia ceases for whatever reason, to own, directly or indirectly, the entire issued share capital of the Obligor.

If the Certificates shall be declared due and payable as a result of or in connection with a failure by the Issuer to comply with its obligations upon and in respect of an exercise of Exchange Rights by a Certificateholder, each Certificate shall be repayable at an amount equal to such Certificate's *pro rata* share of the Exchange Property Value of the Exchange Property which would have been deliverable on exchange had the date of such declaration been the Exchange Date or, if higher, the Early Dissolution Amount of the Certificate.

Upon the Certificates becoming immediately due and payable pursuant to this Condition 13, the Obligor shall pay to the Issuer on the date falling one Payment Business Day prior to the

Dissolution Event Redemption Date, an amount equal to the aggregate Exchange Property Value of the Exchange Property or the aggregate Early Dissolution Amount payable by the Issuer in respect of the Certificates under this Condition 13.

In the event that the Certificates have become due and payable prior to the Scheduled Dissolution Date by reason of the occurrence of any of the events referred to in this Condition 13, the Exchange Right shall extend up to the close of business (at the place where the Certificate representing such Certificate is deposited for exchange) on the date on which the full amount of such payment is made and notice of such payment has been duly given in accordance with Condition 17.

14 Prescription

Claims in respect of amounts due in respect of the Certificates will become prescribed and become void unless made within periods of 10 years from the Relevant Date in respect of the Certificates.

15 Meetings of Certificateholders, modification and waiver

The Trust Deed contains provisions for convening meetings of the Certificateholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Certificates, these provisions or any relevant provisions of the Trust Deed. Such a meeting may be convened by the Issuer or the Trustee and shall be convened by the Trustee or at the request in writing of Certificateholders holding not less than 25.0 per cent. in Nominal Value of the Certificates for the time being outstanding and subject to the Trustee being indemnified and/or secured and/or pre-funded to its satisfaction against all costs and expenses. The quorum at any such meeting for passing an Extraordinary Resolution is two or more persons holding or representing more than 50.0 per cent. in Nominal Value of the Certificates for the time being outstanding, or at any adjourned meeting two or more persons being or representing Certificateholders whatever the Nominal Value of the Certificates so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Trust Deed, these provisions or the Certificates (including to modify any date (including the Scheduled Dissolution Date) on which any payment is to be made in respect of the Certificates, to reduce or cancel all or any part of the Nominal Value of, or any amounts stated to be due and owing on, the Certificates, or altering the currency of payment of the Certificates or modifying or cancelling the Exchange Rights), the quorum shall be two or more persons holding or representing not less than 75.0 per cent. in Nominal Value of the Certificates for the time being outstanding, or at any adjourned such meeting two or more persons holding or representing not less than 25.0 per cent. in Nominal Value of the Certificates for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Certificateholders shall be binding on all the Certificateholders, whether or not they are present at the meeting. The Trust Deed provides that a written resolution signed by or on behalf of the holders of not less than 90.0 per cent. in Nominal Value of Certificates for the time being outstanding shall be as valid and effective as a duly passed Extraordinary Resolution.

The Trust Deed provides that the Trustee may (but shall not be obliged to) agree, without the consent of the Certificateholders, (i) to any modification (subject to certain exceptions as provided in the Trust Deed) of, or to any waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Trust Deed or the Transaction Documents, or may determine that a Dissolution Event (as defined in the Trust Deed), shall not be treated as such if, in any such case, in the opinion of the Trustee, it is not materially prejudicial to the interests of the Certificateholders or (ii) to any modification of any of these Conditions or the Certificates or any of the provisions of the Trust Deed or the Transaction Documents which is (in the opinion of the Trustee) of a formal, minor or technical nature or which is made to correct a manifest error or to comply with mandatory provisions of law. Any

such modification, waiver, authorisation or determination shall be binding on the Certificateholders and, unless the Trustee agrees otherwise, any such modification, waiver, authorisation or determination shall be notified by the Issuer to the Certificateholders as soon as practicable thereafter in accordance with Condition 17.

The Trustee's agreement may be subject to any condition that the Trustee in its discretion requires, including, but not limited to, obtaining, at the expense of the Issuer, an opinion of any investment bank or legal or other expert. The actual costs incurred by the Trustee in obtaining any such opinion from the relevant investment bank or other expert shall be reimbursed by the Issuer to the Trustee upon production by the Trustee of proof of the relevant costs which have been incurred.

In connection with the exercise by it of any of its trusts, powers, authorities or discretions (including, but without limitation, any modification, waiver, authorisation or substitution), the Trustee shall have regard to the interests of the Certificateholders as a class and, in particular, but without limitation, need not have regard to the consequences of such exercise for individual Certificateholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Certificateholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Certificateholders.

16 Replacement of Certificates

If any Certificate is mutilated, defaced, destroyed, stolen or lost, it may be replaced at the specified office of the Registrar or Principal Agent upon payment by the claimant of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity and/or security as the Issuer and/or the Registrar may require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

17 Notices

All notices regarding the Certificates shall be validly given if mailed to them at their respective addresses in the register of Certificateholders maintained by the Registrar or published in a daily newspaper of general circulation in Asia, which is expected to be *The Wall Street Journal Asia*. Any such notice shall be deemed to have been given on the later of the date of such publication and the fifth day after being so mailed, as the case may be; provided that if the Certificates are represented by a Global Certificate held on behalf of Euroclear or Clearstream, Luxembourg, notices required to be given to Certificateholders shall be given by their being delivered to Euroclear and Clearstream, Luxembourg, rather than by mail or publication as aforesaid. Any such notice will be deemed to have been given at 1700 hours on the day the relevant clearing system receives such notice.

18 Enforcement

- (a) The Trustee may at any time, at its discretion and without notice, take such proceedings against the Issuer and/or the Obligor as it may think fit to enforce the provisions of the Trust Deed, the Certificates and the Transaction Documents, but it shall not be bound to take any proceedings or any other action in relation to the Trust Deed, the Certificates or the Transaction Documents unless (i) it shall have been so directed by an Extraordinary Resolution of the Certificateholders or so requested in writing by the holders of at least 25.0 per cent. in Nominal Value of the Certificates then outstanding; and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.
- (b) No Certificateholder shall be entitled to proceed directly against the Issuer and/or the Obligor unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and such failure shall be continuing.

19 Indemnification and other matters

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility including provisions relieving it from taking proceedings to enforce repayment unless indemnified and/or secured and/or prefunded to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer or the Obligor and any entity related to the Issuer or the Obligor without accounting for any profit.

The Trustee may rely without liability to Certificateholders on any report, information, confirmation or certificate from or any opinion or advice of any accountants, auditors, lawyers, valuers, auctioneers, surveyors, brokers, financial advisers, financial institution or any other expert, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to rely on any such report, information, confirmation, certificate, opinion or advice and the Trustee shall not be liable to the Issuer, the Obligor, any Certificateholder or any other person for acting or refraining from acting in reliance on such report, information, confirmation, certificate, opinion or advice.

Whenever the Trustee is required or entitled by the terms of the Trust Deed, the Agency Agreement, any other Transaction Document or these Conditions to exercise any discretion or power, take any action, make any decision or give any direction, the Trustee is entitled, prior to exercising any such discretion or power, taking any such action, making any such decision or giving any such direction, to seek directions from the Certificateholders by way of Extraordinary Resolution, and the Trustee shall not be responsible for any loss or liability incurred by the Issuer, the Obligor, the Certificateholders or any other person as a result of any delay in it exercising such discretion or power, taking such action, making such decision or giving such direction as a result of seeking such direction from the Certificateholders or in the event that no direction is given to the Trustee by the Certificateholders.

None of the Trustee or any of the Agents shall be responsible for the performance by the Issuer, the Obligor and any other person appointed by the Issuer or the Obligor in relation to the Certificates of the duties and obligations on their part expressed in respect of the same and, unless it has written notice from the Issuer to the contrary, the Trustee and each Agent shall be entitled to assume that the same are being duly performed.

None of the Trustee or any Agent shall be liable to any Certificateholder, the Issuer, the Obligor or any other person for any action taken by the Trustee or such Agent in accordance with the instructions of the Certificateholders. The Trustee shall be entitled to rely on any direction, request or resolution of Certificateholders given by Certificateholders holding the requisite principal amount of Certificates outstanding or passed at a meeting of Certificateholders convened and held in accordance with the Trust Deed.

The Trustee and the Agents shall not be under any duty or obligation to monitor whether any event or circumstances has happened or exists pursuant to Condition 7, Condition 8, Condition 10 and Condition 13 and may assume until they have actual knowledge by way of notice in writing from the Issuer to the contrary addressed to each of them that no such event has occurred and neither the Trustee nor the Agents will be responsible or liable to the Certificateholders or any other person for any loss arising from any such assumption or failure by it to so monitor. Neither the Trustee nor the Agents shall be responsible or liable to the Certificateholders or any other person for any failure of the Issuer (i) to make any payments or (ii) to issue or cause to be issued, transfer or cause to be transferred or deliver or cause to be delivered any Exchange Property or other securities or property upon the surrender of any Certificate for the purpose of exchange or any failure by the Issuer to comply with any of its covenants set out in these Conditions. All calculations under these Conditions, the Trust Deed, the Agency Agreement or any other Transaction Document shall be performed by the Issuer or

the Obligor or any other person nominated or appointed by the Issuer or the Obligor. Neither the Trustee nor the Agents shall be liable in any respect for the accuracy or inaccuracy in any mathematical calculation or formula under these Conditions, the Trust Deed, the Agency Agreement or any other Transaction Document, whether by the Issuer, the Obligor or any other person so nominated or appointed by the Issuer or the Obligor for the purposes of these Conditions, the Trust Deed, the Agency Agreement or any other Transaction Document.

Each Certificateholder shall be solely responsible for making and continuing to make its own independent appraisal and investigation into the financial condition, creditworthiness, condition, affairs, status and nature of the Issuer or the Obligor, and the Trustee shall not at any time have any responsibility for the same and each Certificateholder shall not rely on the Trustee in respect thereof.

20 Governing law and jurisdiction; third party rights

(a) Governing law

- (i) The Trust Deed, the Agency Agreement, the Costs Undertaking Deed, the Commodity Murabahah Investment Agreement, the Wakalah Agreement, the Issuer Undertaking, the Obligor Undertaking, the Purchase Undertaking, the Cash Settlement Deed, the Share Settlement Deed, the Closing Date Deed of Surrender, any Deed of Surrender, the Issuer Power of Attorney, the Obligor Power of Attorney and the Certificates, and any non-contractual obligations arising out of or in connection with any of them, are governed by, and will be construed in accordance with, English law.
- (ii) The Sale and Purchase Agreement is governed by, and will be construed in accordance with, the laws of Malaysia.

(b) Jurisdiction

The courts of England and Wales are to have jurisdiction to settle any disputes which may arise out of or in connection with the Certificates and accordingly any legal action or proceedings arising out of or in connection with the Certificates (“**Proceedings**”) may be brought in such courts. The Issuer and the Obligor have in the Trust Deed irrevocably submitted to the jurisdiction of such courts and have waived any objections to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum and any rights they have now or thereafter to immunity on the ground of sovereignty or otherwise, from attachment of assets or from execution of judgment. Such submissions are for the benefit of each of the Trustee and the Certificateholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

(c) Agent for service of process

Each of the Issuer and the Obligor has irrevocably appointed TMF Global Services (UK) Limited at its registered office for the time being (currently of 6 St Andrew Street, 5th Floor, London EC4A 3AE, United Kingdom) as its agent in England to receive service of process in any Proceedings in England based on any of the Certificates.

SUMMARY OF PROVISIONS RELATING TO THE CERTIFICATES IN GLOBAL FORM

The Certificates will be represented by a Global Certificate which will be registered in the name of a nominee of, and deposited with, a common depository for Euroclear and Clearstream, Luxembourg. The Global Certificate contains provisions which modify the Conditions as they apply to the Certificates evidenced by the Global Certificate. The following is a summary of certain of those provisions:

Exchange

The Global Certificate will become exchangeable in whole, but not in part, for definitive certificates (“**definitive Certificates**”) if (i) the Global Certificate is held on behalf of Euroclear or Clearstream, Luxembourg or an alternative clearing system as shall have been selected by the Issuer and approved by the Trustee and the Principal Agent and, as applicable, the Registrar (an “**Alternative Clearing System**”) and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or (ii) the Issuer or the Obligor would suffer a material disadvantage in respect of the Certificates as a result of a change in the laws or regulations (taxation or otherwise) of any jurisdiction in which the Issuer or the Obligor is for the time being incorporated which would not be suffered were the Certificates in individual form and a certificate to such effect signed by an authorised signatory of the Issuer or two authorised signatories of the Obligor, as the case may be, is delivered to the Trustee, by the Issuer or the Obligor, as the case may be.

Payments

Payments of the Cash Settlement Amount, the Scheduled Dissolution Amount and any Early Dissolution Amount in respect of the Global Certificate shall be made to its holder and (if no further payment falls to be made on it) surrender of it to or to the order of the Principal Agent in respect of the Certificates (or to or to the order of such other Paying Agent as shall have been notified to the Certificateholders for this purpose) which shall endorse such payment or cause such payment to be endorsed in the appropriate Schedule to the Global Certificate (such endorsement being *prima facie* evidence that the payment in question has been made). No person shall however be entitled to receive any payment on the Global Certificate falling due after the Exchange Date, unless exchange of the Global Certificate for definitive Certificates is improperly withheld or refused by or on behalf of the Issuer.

For the purpose of any payments made in respect of the Global Certificate, “**Payment Business Day**” means a day on which commercial banks are generally open for business in Labuan, Kuala Lumpur, New York City, Hong Kong, Singapore and London.

Each payment will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the Clearing System Business Day immediately prior to the date for payment, where “**Clearing System Business Day**” means Monday to Friday inclusive except 25 December and 1 January.

Notices

So long as the Global Certificate is held on behalf of Euroclear, Clearstream, Luxembourg or any Alternative Clearing System, notices required to be given to Certificateholders may be given by their being delivered to Euroclear and/or Clearstream, Luxembourg or, as the case may be, the Alternative Clearing System, rather than by publication as required by the Conditions except that, so long as the Certificates are listed on any stock exchange, notices shall also be published in accordance with the rules of such exchange. Any such notice shall be deemed to have been given to the Certificateholders at 1700 hours on the day the relevant clearing system receives such notice.

Meetings

The holder of the Global Certificate shall be treated at any meeting of Certificateholders as being two persons for the purposes of any quorum requirements of a meeting of Certificateholders and as having one vote in respect of each U.S.\$1,000 Nominal Value of Certificates for which the Global Certificate may be exchanged. The Issuer may allow a person with an interest in Certificates in respect of which the Global Certificate has been issued to attend and speak at a meeting of Certificateholders on appropriate proof of his identity and interest.

Purchase and cancellation

Cancellation of any Certificates represented by the Global Certificate which is required by the Conditions to be cancelled will be effected by reduction in the Nominal Value of the Global Certificate on its presentation to or to the order of the Principal Agent for notation in Schedule A of the Global Certificate.

Issuer's early dissolution option

No drawing of Certificates will be required in the event that the Issuer exercises its dissolution option pursuant to paragraph (A) of Condition 10(b)(ii) in respect of less than the aggregate Nominal Value of Certificates in respect of which the Global Certificate is issued. Instead, there will be a *pro rata* allocation of the Certificates to be redeemed among the accounts in Euroclear and Clearstream, Luxembourg in accordance with the rules of those clearing systems.

Certificateholder's early dissolution options

The Certificateholders' dissolution options in Conditions 10(b)(iii) and 10(b)(iv) may be exercised by the holder of the Global Certificate giving notice to the Principal Agent of the Nominal Value of Certificates in respect of which the option is exercised and presenting the Global Certificate for endorsement or exercise within the time limits specified in such Conditions.

Except as provided in Clause 10 of the Trust Deed and in the Conditions, the Certificateholders undertake and covenant that the Certificateholders shall not call for delivery of the Trust Assets or otherwise take any steps to bring about dissolution of the trust created pursuant to the Trust Deed.

Transfer

Transfers of interests in the Certificates will be effected through the records of Euroclear and/or Clearstream, Luxembourg and their respective participants in accordance with the rules and procedures of Euroclear and/or Clearstream, Luxembourg and their respective direct and indirect participants.

Exchange Right

For so long as the Global Certificate is held on behalf of any one or more of Euroclear, Clearstream, Luxembourg or the Alternative Clearing System (and subject to their respective requirements), the Exchange Right may be exercised at any time during the Exchange Period by the presentation to or to the order of the Principal Agent of one or more Exchange Notices duly completed by or on behalf of a holder of a book-entry interest in the Certificate. Deposit of the Global Certificate with the Principal Agent together with the relevant Exchange Notice shall not be required. In such a case, the delivery of the Exchange Notice will constitute or be deemed to constitute confirmation by the beneficial owner of the Certificates to be exchanged that the information and representations in the Exchange Notice are true and accurate on the date of delivery. The exercise of the Exchange Right shall be notified by the Principal Agent to the Registrar and the holder of the Global Certificate.

USE OF PROCEEDS

The Issuer (acting on behalf of the Certificateholders) will apply the proceeds arising from the issue of the Certificates by investing such proceeds in accordance with the terms of the Wakalah Agreement.

The Obligor intends to use such proceeds as additional working capital and for other general corporate purposes relating to its principal business activities which are Shariah-compliant.

THE TRUST ASSETS

Pursuant to the Trust Deed, the Issuer has declared a trust over the Trust Assets under which it shall hold the Trust Assets upon trust absolutely for the holders of the Certificates *pro rata* according to the Nominal Value of Certificates held by each Certificateholder in accordance with the Trust Deed and the Conditions.

The Trust Assets comprise (i) all of the Issuer's rights, title, interest, entitlement and benefit in, to and under the Wakalah Venture; (ii) all of the Issuer's rights, title, interest, entitlement and benefit, in, to and under the Transaction Documents; and (iii) all proceeds of the foregoing.

Unless otherwise provided, defined terms in this section shall have the meaning given to them in "*Conditions of the Certificates*".

The Exchange Property

The Exchange Property shall initially comprise 399,856,758 Shares and shall include all Relevant Securities and other property arising out of or derived or resulting therefrom and such other property, in each case as may be deemed or required to comprise all or part of the Exchange Property pursuant to the Conditions, but excluding any such property as may or may be deemed to have ceased to form part of the Exchange Property. See "*Conditions of the Certificates — Exchange Right — The Exchange Property and adjustments to the Exchange Property*". For a description of the Company and the Shares, see "*Beijing Enterprises Water Group Limited*".

The Transaction Documents

The following is a summary of certain provisions of the principal Transaction Documents and is qualified in its entirety by reference to the detailed provisions of those Transaction Documents.

The Wakalah Agreement

The Issuer and the Wakeel shall on the Closing Date enter into a Wakalah Agreement pursuant to which the Issuer (on behalf of the Certificateholders) shall appoint the Wakeel as its agent and shall instruct the Wakeel to perform certain duties in relation to the Wakalah Venture in accordance with the terms of the Wakalah Agreement and the Investment Plan.

The Wakeel shall act as agent of the Issuer (on behalf of the Certificateholders) at all times in respect of its rights and obligations under the Wakalah Agreement, the Investment Plan and the Wakalah Venture Contracts.

The Investment Plan requires that (i) the Issuer invests the Proceeds on the Closing Date in the Wakalah Venture; and (ii) the Wakeel ensures satisfaction of the Investment Conditions set out therein and described in this section.

The Investments

The Wakalah Venture shall comprise investments in (i) certain Shariah-compliant Tangible Assets and (ii) the Commodity Murabahah Investment, in each case as described below. The Investment Conditions as set out in the Wakalah Agreement require the Wakeel to, *inter alia*, (i) ensure that all assets comprised in the Wakalah Venture are Shariah-compliant; and (ii) ensure that at all times during the term of the Certificates, the aggregate value of the Shariah-compliant Tangible Assets comprised in the Wakalah Venture is at least equal to 33 per cent. of the value of the Wakalah Venture as a whole, all as valued in accordance with the Valuation Principles (as defined herein). Any loss incurred under the Wakalah Venture shall be borne by the Certificateholders in proportion to the Nominal Value of the Certificates held by each such Certificateholder.

Valuation Principles

For the purposes of calculating the value of the Wakalah Venture and the relevant Investments comprised within the Wakalah Venture, the Valuation Principles as set out in Condition 3(a)(v) shall apply.

The Issuer has in the Wakalah Agreement agreed to appoint the Wakeel as an agent (or such other agent from time to time as shall have been approved by the Trustee, such approval not to be unreasonably withheld or delayed) for the purposes of making all calculations and determinations required to be made in accordance with the Valuation Principles.

Final Incentive Fee

Pursuant to the Wakalah Agreement, provided that no amounts remain outstanding in respect of the Certificates and all amounts payable under Condition 3(b) (excluding Condition 3(b)(v)) have been satisfied, the Wakeel shall be entitled to the Final Incentive Fee payable from all amounts due and payable under the Commodity Murabahah Investment Agreement, the Purchase Undertaking and the Cash Settlement Deed in respect of any excess.

Sale and Purchase Agreement/Closing Date Deed of Surrender

Pursuant to the Sale and Purchase Agreement, the Issuer shall purchase from the Seller certain Shariah-compliant Shares, by way of transfer of beneficial ownership, at their fair market value calculated in accordance with the Valuation Principles. On the Closing Date (in respect of the beneficial ownership of the Shariah-compliant Shares purchased pursuant to the terms of the Sale and Purchase Agreement) the Issuer shall execute the Closing Date Deed of Surrender and subsequently (in respect of any other shares which form part of the Wakalah Venture), the Issuer shall execute a Deed of Surrender, surrendering in each case in favour of the relevant seller any and all of its voting rights in respect of such shares.

In accordance with the terms of the Wakalah Agreement the Wakeel shall manage the assets forming part of the Wakalah Venture and shall exercise all rights as beneficial shareholder on behalf of the Issuer and shall instruct the Seller (or any other registered owner of shares forming part of the Wakalah Venture) to take all necessary steps to give effect to such decisions.

Obligor Undertaking

Pursuant to the Obligor Undertaking granted by the Obligor in favour of the Issuer and the Wakeel dated the Closing Date, if the aggregate value of the Shariah-compliant Tangible Assets comprised in the Trust Assets falls below the Tangible Assets Minimum Value at any time, the Obligor has undertaken that it will, provided that the Issuer (acting through the Wakeel) has served an exercise notice in accordance with the terms of the Obligor Undertaking, enter into a substitution agreement pursuant to which it will accept transfer of the beneficial ownership in certain assets comprised in the Wakalah Venture (the number and identity of such assets being at the discretion of the Wakeel) from the Issuer in consideration for the transfer of beneficial ownership in alternative Shariah-compliant Tangible Assets (such Shariah-compliant Tangible Assets having been separately notified by the Obligor and approved by the Wakeel as evidenced by the serving of the relevant exercise notice) by it to the Issuer so that the fair market value of the Shariah-compliant Tangible Assets comprised in the Wakalah Venture after the relevant substitution has been made is at least equal to the Tangible Assets Minimum Value, all as determined in accordance with the Valuation Principles.

In addition, pursuant to the Obligor Undertaking, if at any time any assets comprised in the Investments are no longer Shariah-compliant (“**Non-Shariah compliant Tangible Assets**”), the Obligor has also undertaken that it will, provided that the Issuer (acting through the Wakeel) has served an exercise notice in accordance with the terms of the Obligor Undertaking, enter into a

substitution agreement pursuant to which it will accept transfer of the beneficial ownership in the Non-Shariah compliant Tangible Assets from the Issuer in consideration for the transfer of beneficial ownership in certain Shariah-compliant Tangible Assets by it to the Issuer (such Shariah-compliant Tangible Assets having been separately notified by the Obligor and approved by the Wakeel as evidenced by the serving of the relevant exercise notice) the fair market value of which is at least equal to the fair market value of the Non-Shariah compliant Tangible Assets being substituted, with all such valuations being determined in accordance with the Valuation Principles.

Issuer Undertaking

Pursuant to the Issuer Undertaking, the Issuer has undertaken that it (acting through the Wakeel) will, provided that the Obligor has served an exercise notice in accordance with the terms of the Issuer Undertaking, at any time enter into a substitution agreement with the Obligor pursuant to which it will transfer beneficial ownership in all or any of the assets comprised in the Wakalah Venture (the number and identity of such shares being at the discretion of the Wakeel) to the Obligor in consideration for the transfer of beneficial ownership in alternative Shariah-compliant Tangible Assets to the Issuer by the Obligor, provided that immediately following such substitution the fair market value of all Shariah-compliant Tangible Assets comprised in the Wakalah Venture is at least equal to the Tangible Assets Minimum Value, all as determined in accordance with the Valuation Principles.

If any dividends or other distributions accrue to the Wakalah Venture other than in the form of cash or shares, or if any other rights of any kind are given to shareholders (including without limitation the right to subscribe for new shares in the relevant company (a “**Rights Issue**”)), the Wakeel shall on behalf of the Issuer direct the Seller (or such relevant seller) to take all necessary action in respect thereof and/or to exercise such rights in accordance with the Wakeel’s instructions. Upon the Seller (or such relevant seller) having exercised (as instructed by the Wakeel) on behalf of the Issuer the Issuer’s rights under a Rights Issue, the Issuer has undertaken in the Issuer Undertaking that it will, provided that the Obligor has served an exercise notice in accordance with the terms of the Issuer Undertaking and that the Obligor has not exercised its discretion for a sale of such number of further Relevant Securities or other Securities as the Issuer determines is necessary to be sold in order for the Issuer to repay the Facility (the “**Rights Issue Securities**”), to any third party in accordance with the Conditions, direct the Seller (or such relevant seller) to sell to the Obligor the Rights Issue Securities for an amount equal to the Rights Issue Settlement Amount. The obligation of the Issuer to reimburse the Obligor for the Facility shall be set-off against the obligation of the Obligor to pay the Rights Issue Settlement Amount.

“**Rights Issue Settlement Amount**” means an amount in U.S. dollars equal to the product of (i) such number of further Relevant Securities or other Securities subscribed by the Issuer pursuant to the Rights Issue as is necessary to enable the Issuer to repay the Facility, and (ii) the VWAP on the date falling five Trading Days following the listing and quotation for such further Relevant Securities or other Securities.

Purchase Undertaking

The Obligor shall on the Closing Date issue the Purchase Undertaking in favour of the Issuer (for itself and on behalf of the Certificateholders) and the Trustee under which the Obligor undertakes to purchase from the Issuer (and subject to the delivery of an exercise notice to the Obligor) all of the Shariah-compliant Tangible Assets comprised in the Investments at their Purchase Price on the Scheduled Dissolution Date, or on any Delisting Purchase Undertaking Date, any Certificateholders’ Optional Dissolution Date, any Tax Dissolution Date, any Issuer Optional Dissolution Date or following a Dissolution Event, as the case may be, provided that there will be no Certificates outstanding upon payment of the Purchase Price.

The Obligor’s payment obligations under the Purchase Undertaking shall rank *pari passu* with the claims of all its unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law.

Commodity Murabahah Investment Agreement

On the Closing Date, the Commodity Murabahah Investment Agreement will be entered into between the Buyer, the Issuer and CIMB Islamic Bank Berhad as Facility Agent.

U.S.\$199,400,000 of the Proceeds will be applied in the purchase of commodities as further described below.

Pursuant to the Commodity Murabahah Investment Agreement, the Buyer shall deliver to the Issuer a purchase order and an undertaking to buy commodities on the settlement date specified in the purchase order. The Issuer shall sell the commodities so purchased on its behalf by the Facility Agent to the Buyer on the settlement date specified in the purchase order in consideration for the Aggregate Deferred Sale Price payable in accordance with the terms of the Commodity Murabahah Investment Agreement.

The Aggregate Deferred Sale Price payable by the Buyer to the Issuer shall be equal to the Scheduled Dissolution Amount or as applicable, the Early Dissolution Amount.

Pursuant to the Commodity Murabahah Investment Agreement, the Deferred Sale Price shall become immediately due and payable:

- (i) on one Payment Business Day before the Settlement Date, upon the receipt by the Issuer of an Exchange Notice in accordance with the Conditions, and will be an amount in relation to the number of Certificates in respect of which the Exchange Notice has been given;
- (ii) on one Payment Business Day before the Scheduled Dissolution Date, provided that the Certificates have not been redeemed previously, or purchased and cancelled in their entirety prior to the Scheduled Dissolution Date, and will be an amount in relation to all of the Certificates then outstanding;
- (iii) on one Payment Business Day before the date specified in the relevant notice provided by the Trustee to the Issuer and the Obligor upon the occurrence of a Dissolution Event pursuant to Condition 13, and will be an amount in relation to all of the Certificates then outstanding;
- (iv) on one Payment Business Day before the Delisting Purchase Undertaking Date, upon the receipt by the Issuer of a copy of any Delisting Purchase Undertaking Notice, and will be an amount in relation to the number of Certificates in respect of which the Delisting Purchase Undertaking Notice has been given;
- (v) on one Payment Business Day before the Certificateholders' Optional Dissolution Date, upon the receipt by the Issuer of any Certificateholders' Optional Dissolution Notice, and will be an amount in relation to the number of Certificates in respect of which the Certificateholders' Optional Dissolution Notice has been given;
- (vi) on one Payment Business Day before the Tax Dissolution Date, if (i) the Issuer has or will become obliged to pay Additional Amounts or further Additional Amounts as a result of any change in, or amendment to, the laws (or any regulations, rulings or other administrative pronouncements promulgated thereunder) of Malaysia or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements which change or amendment becomes effective on or after the Closing Date; and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, and will be an amount in relation to the number of Certificates in respect of which the Tax Dissolution Notice has been given;

- (vii) on one Payment Business Day before the Issuer Optional Dissolution Date, if the Exchange Property Value on each of the 20 consecutive Trading Days, the last day of which period occurs no more than five Trading Days immediately prior to the date on which the relevant notice of dissolution is given by the Issuer to the Certificateholders, shall have exceeded the percentage of the Early Dissolution Amount on such Trading Day specified in the Conditions, and will be an amount in relation to the number of Certificates in respect of which the Issuer Optional Dissolution Notice has been given (save for any such Certificates in respect of which an Exchange Notice has been given); and
- (viii) on one Payment Business Day before the Issuer Optional Dissolution Date, if less than 10 per cent. in aggregate Nominal Value of the Certificates originally issued is outstanding, and will be an amount in relation to all of the Certificates then outstanding.

The Buyer acknowledges that the Issuer (in its capacity as trustee of the Trust Assets) has delegated certain of its rights under the Commodity Murabahah Investment Agreement in accordance with the terms of the Trust Deed and expressly consents and agrees that the Trustee may enforce the Commodity Murabahah Investment Agreement in accordance with its terms and the terms of the Trust Deed.

Share Settlement Deed

Upon receipt of an Exchange Notice, the Issuer (on behalf of each Certificateholder) shall as an overriding right, pursuant to a unilateral irrevocable mandatory undertaking provided by the Obligor in the Share Settlement Deed, have the option to require the obligor to purchase the relevant portion of Shariah-compliant Tangible Assets comprised in the Wakala Venture in full from the Issuer in exchange for the relevant portion of the Exchange Property on the relevant Settlement Date (the “**Share Settlement Right**”) as follows:

- (i) where the Exchange Property consists wholly of Shariah-compliant assets (as determined by the Shariah Board by applying the Business Activity Test and the Financial Ratio Test) and the Obligor has not exercised its right pursuant to clause 3.1 of the Cash Settlement Deed with respect to all of the relevant Certificates, upon an Exchange Event, by delivering a Share Settlement Notice to the Obligor in respect of the relevant Certificates; and
- (ii) where the Exchange Property does not consist wholly of Shariah-compliant assets (as determined by the Shariah Board by applying the Business Activity Test and the Financial Ratio Test), upon an Exchange Event where the relevant Certificateholder has indicated in its Exchange Notice that it wishes to receive Exchange Property instead of cash, by delivering a Share Settlement Notice to the Obligor in respect of the relevant Certificates.

In order to exercise the Share Settlement Right, the Issuer shall provide notice of the exercise of the Share Settlement Right (the “**Share Settlement Notice**”) to the Obligor whereupon the Obligor shall deliver the relevant *pro rata* share of the Exchange Property specified in Condition 7 on the relevant Settlement Date and the Issuer shall (i) deliver such *pro rata* share of the Exchange Property to or to the order of the relevant Certificateholder as specified in the Exchange Notice, and (ii) deliver the Shariah-compliant Tangible Assets comprised in the Wakalah Venture (or a *pro rata* portion thereof) to the Obligor. There shall be a full or, as applicable, a partial dissolution of the trust upon settlement of any exercise by the Issuer of its Share Settlement Right.

Cash Settlement Deed

In relation to the Exchange Right of each Certificateholder:

- (i) the Issuer on behalf of each Certificateholder shall, pursuant to an irrevocable and unconditional undertaking provided to the Obligor (or a nominee of the Obligor) in the Cash Settlement Deed, undertake to sell all or, as applicable, a *pro rata* share (in which case the other part of a Certificateholder’s Exchange Right shall be satisfied by the delivery of the

relevant portion of Exchange Property) of the Shariah-compliant Tangible Assets comprised in the Investments to the Obligor on the delivery by the Obligor to the Issuer of a notice (the “**Issuer Cash Settlement Notice**”) during the Exercise Period and by no later than five Business Days following the delivery of an Exchange Notice (the “**Issuer Cash Settlement Notice Date**”); or

- (ii) the Obligor shall, pursuant to an irrevocable and unconditional undertaking provided to the Issuer on behalf of each Certificateholder in the Cash Settlement Deed, undertake to purchase:
 - (a) all or a *pro rata* portion of the Shariah-compliant Tangible Assets where the Exchange Property does not consist wholly of Shariah-compliant assets (as determined by the Shariah Board by applying the Business Activity Test and the Financial Ratio Test), upon an Exchange Event;
 - (b) all or, as applicable, such *pro rata* portion of the Shariah-compliant Tangible Assets comprised in the Investments which relates to the part of the Exchange Property, the delivery of which to the Certificateholder(s) under the Share Settlement Deed would be unlawful (as certified by an authorised signatory of the Issuer to the Trustee); and
 - (c) such dividend or other income or distribution (but excluding for the avoidance of doubt, any rights) satisfied or made otherwise than in cash, the delivery of which to the Certificateholder(s) would be unlawful (as certified by an authorised signatory of the Issuer to the Trustee),

in each case, for the relevant Cash Settlement Price.

Trust Deed

Upon issue of the Global Certificate initially representing the Certificates, the Trust Deed shall constitute the trusts declared by the Issuer and the Trustee in relation to the Certificates.

Under the Trust Deed, the Issuer, in its capacity as trustee, declares that it shall hold the Trust Assets as trustee for the Certificateholders upon and subject to the trusts and provisions hereof and under the terms of the relevant Transaction Documents.

The Trustee shall hold the rights, title, interest and benefit in, to and under the Trust Deed and each of the other Transaction Documents to which it is a party (or to which it obtains the benefits thereunder) and shall hold all amounts received by it from the Issuer, the Obligor and/or otherwise under or in connection with the Trust Deed and each of the other Transaction Documents and any realisation or enforcement proceeds upon trust upon the terms and conditions of the Transaction Documents for each and every Certificateholder to whom is owed any amounts by the Issuer or the Obligor under or in connection with the Certificates and the other Transaction Documents.

Under the Trust Deed, the Issuer will irrevocably and unconditionally appoint the Trustee to be its attorney and in its name, on its behalf and as its acts and deed to execute and perfect all documents, and to exercise all of the present and future duties, powers (including the power to sub-delegate), trusts, authorities and discretions vested in the Issuer under the Trust Deed and the Transaction Documents (to the extent applicable) that the Trustee may consider to be necessary or desirable in order to exercise all of the rights of the Issuer under the Transaction Documents and make such distributions from the Trust Assets as the Issuer in its capacity as trustee is bound to make in accordance with the Trust Deed (together, the “**Delegation**” of the “**relevant powers**”). The Delegation to the Trustee shall in respect of certain cases, including the circumstances described in Conditions 3(b), 15, 18 and 19, be effective from the date of the Trust Deed and in all other cases, shall become effective immediately upon the occurrence of a Dissolution Event or a Potential Dissolution Event (as defined in the Trust Deed). The Delegation to the Trustee is intended to be in the interests of the Certificateholders.

In addition to the Delegation of the relevant powers, certain powers under the Trust Deed in respect of the Certificates have been vested solely in the Trustee, including, *inter alia*, the power to determine the occurrence of a Dissolution Event or a Potential Dissolution Event, the power to waive or authorise a breach of an obligation or determine that a Dissolution Event or Potential Dissolution Event shall not be treated as such, and the power to consent to certain types of amendments to the Trust Deed, in each case, in circumstances which are not, in the opinion of the Trustee, materially prejudicial to the interests of the Certificateholders.

The Trust Deed specifies, *inter alia*, that:

- (i) the Trustee may at any time, at its discretion and without notice, take such proceedings against the Issuer and/or the Obligor as it may think fit to enforce the provisions of the Certificates, the Trust Deed and the other Transaction Documents, but it shall not be bound to take any Proceedings or any other action in relation to the Transaction Documents unless (i) it shall have been so directed by an Extraordinary Resolution of the Certificateholders or so requested in writing by the holders of at least 25 per cent. in Nominal Value of the Certificates then outstanding; and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction against all liabilities to which it may in its opinion thereby render itself liable or which it may incur by so doing; and
- (ii) no Certificateholder shall be entitled to proceed directly against the Issuer and/or the Obligor in respect of the Trust Assets to enforce the performance of any of the provisions of the Transaction Documents, unless the Trustee, having become bound as set forth therein to take proceedings fails to do so within a reasonable period and such failure is continuing.

Agency Agreement

The Agency Agreement is entered into between the Issuer, the Trustee, the Principal Agent and the other Agents in respect of the Certificates on the Closing Date. The Agency Agreement provides for, *inter alia*, payment of all sums in respect of the Certificates.

Costs Undertaking Deed

The Costs Undertaking Deed is granted by the Obligor on the Closing Date in favour of, among others, the Issuer, the Trustee and the Agents. Pursuant to the Costs Undertaking Deed, the Obligor has undertaken to, *inter alia*, pay all fees and expenses of the Trustee and each Agent, to indemnify the Issuer against any costs which it incurs in connection with each of the Transaction Documents (including the fee payable to the Wakeel under the Wakalah Agreement) and to indemnify the Trustee and each Agent against all losses, liabilities and claims incurred by each of them on the terms set out in the Trust Deed and the Agency Agreement, respectively.

EXCHANGE RATES AND EXCHANGE CONTROLS

Exchange Rates

The following table sets forth, for the periods indicated, information concerning the exchange rates between Ringgit and U.S. dollars since 2011 as reported in Bloomberg. The table illustrates how many Ringgit it would take to buy one U.S. dollar:

Period	RM per U.S. dollar			
	Average ⁽¹⁾	High	Low	Period End
Calendar year:				
2011	3.0560	3.2048	2.9390	3.1680
2012	3.0778	3.2005	2.9943	3.0580
2013	3.1693	3.3346	2.9625	3.2757
2014	3.2810	3.4975	3.1463	3.4973
2015	3.9346	4.4570	3.4965	4.2943
Month:				
January 2016	4.3396	4.4140	4.1480	4.1480
February 2016	4.1809	4.2245	4.1217	4.2030
March 2016	4.0681	4.1693	3.8995	3.8995
April 2016	3.9003	3.9295	3.8668	3.9045
May 2016	4.0442	4.1287	3.9160	4.1287
June 2016	4.0799	4.1495	4.0165	4.0288
July 2016	4.0188	4.0790	3.9457	4.0660
August 2016	4.0260	4.0675	3.9845	4.0675

Source: Bloomberg

Note:

(1) Annual averages are calculated using the average of month-end rates of the relevant year. Monthly averages are calculated using the average of the daily rates during the relevant month.

No representation is made that the Ringgit amounts stated in this Offering Circular could have been or could be converted into U.S. dollars at any particular rate, the above rates or at all.

Malaysian Exchange Controls

Pursuant to the notices issued by Bank Negara Malaysia under section 214 of the Financial Services Act 2013 and section 225 of the Islamic Financial Services Act 2013, the Issuer is deemed to be a non-resident in Malaysia for exchange control purposes.

The Issuer shall not undertake or engage in any dealing or transaction with the State of Israel or its residents or any entity owned or controlled, directly or indirectly, by the State of Israel or its residents including any authority or agency of the State of Israel in whatever name of style. It shall also not undertake or engage with any person in any dealing or transaction using or involving the currencies of the State of Israel.

There are no restrictions on repatriation of capital, profits, dividends, interest, fees or rental by foreign direct investors or portfolio investors. However, all remittances abroad must be made in foreign currencies other than the currency of the State of Israel.

Malaysian Exchange Control Approvals required to be obtained by the Obligor

Pursuant to Notice 2 issued by Bank Negara Malaysia under section 214 of the Financial Services Act 2013 and section 225 of the Islamic Financial Services Act 2013, a resident entity is allowed to obtain

foreign currency facilities of up to RM100 million on a corporate group basis from a non-resident non-related company. The prior approval of Bank Negara Malaysia is required for the Obligor to obtain foreign currency credit facilities above RM100 million on a corporate group basis from the Issuer and the Obligor has obtained such approval from Bank Negara Malaysia on 25 August 2016.

THE ISSUER

Bagan Capital Ltd (Company No. LL12982) was incorporated on 15 July 2016 in the Federal Territory of Labuan under the Labuan Companies Act, 1990 of Malaysia with its registered office at Brumby Centre, Lot 42, Jalan Muhibbah, 87000 Labuan F.T., Malaysia. The Issuer is a special purpose company and has been formed for the purpose of participating in the transactions contemplated by the Transaction Documents.

The issued and paid-up capital of the Issuer is U.S.\$2.00 and is held by an independent Share Trustee (as defined below) on trust for a certain charity. The directors of the Issuer and their designations are as follows:

<u>Director</u>	<u>Principal Occupation</u>
Wong Su Yen Caroline	Director
Chau Ken Vui	Alternate Director

The Issuer has no employees and will have no employees as at the Closing Date. The Issuer has no subsidiaries.

The Issuer's Board has appointed TMF Trust Labuan Limited (the "**Issuer Administrator**") to manage certain of the affairs of the Issuer (including the preparation of the necessary books of accounts and records and certain other corporate, secretarial and administrative services). The annual fees of the Issuer Administrator will be paid pursuant to the terms of the Costs Undertaking Deed.

Marriott Investments Ltd., the registered and beneficial owner of the Issuer's entire issued and paid-up share capital (for the purpose of this section only, the "**Share**"), has entered into a deed of trust, where it has declared an irrevocable trust for charitable purposes over the Share for the benefit of Yayasan Khazanah (Company No. 741677-V). Marriott Investments Ltd. will act as an independent share trustee (for the purpose of this section only, the "**Share Trustee**"). The Share Trustee's role, as the shareholder of the Issuer, is to ensure (to the extent that it is possible to do so as the registered holder of the Share) that the Issuer complies with all its obligations under any agreement to which it may be a party (which shall include the Transaction Documents). Additionally, once the Issuer has fulfilled the last of its obligations under all agreements to which it is a party, the Share Trustee shall, subject to the terms and conditions of the deed of trust, be obliged to deliver the Share to the charity.

The objects of the Issuer as set out in its Memorandum of Association include, among others, to carry on any Shariah-compliant transactions ("**Shariah-compliant Transactions**") involving, or relating to the Obligor and/or its affiliates, provided that such Shariah-compliant Transactions contain a limited recourse provision which specifies that recourse in each of those Shariah-compliant Transactions shall be limited to the relevant assets in relation thereto, to hold shares, debt obligations or securities in a domestic company incorporated under the Companies Act, 1965 of Malaysia in accordance with the Act and to carry on business in the Malaysian currency when seeking to hold or otherwise invest in shares, debt obligations or other securities in a domestic company incorporated under the Companies Act, 1965 of Malaysia.

The Issuer has not engaged, since its incorporation, and will not engage, in any material activities other than those relating or incidental to the issue of the Certificates and the matters contemplated in this Offering Circular and the Transaction Documents and the authorisation of its entry into the other transactions and documents referred to in this Offering Circular to which it is or will be a party or any other activities permitted under its Memorandum of Association.

As of the Closing Date, after giving effect to the transactions contemplated by the Transaction Documents, the total equity of the Issuer will be U.S.\$2.00, consisting of two issued and paid-up shares. As at the Closing Date, after giving effect to the transactions contemplated by the Transaction Documents, the Issuer will not have any indebtedness other than the Certificates.

The fiscal year of the Issuer ends on 31 December of each year, beginning in 2016. The Issuer will prepare annual accounts. Auditors for the Issuer will be appointed.

Other than as described above, there has been no material change in the capitalisation of the Issuer as at the date hereof.

KHAZANAH NASIONAL BERHAD

Overview

Khazanah is the strategic investment fund of the Government entrusted to manage the commercial assets held by the Government and to undertake domestic and foreign investments. Khazanah was incorporated under the Companies Act, 1965 of Malaysia on 3 September 1993 as a public limited company and commenced operations in 1994. Save for one ordinary share owned by the FLC, all of the ordinary share capital of Khazanah is owned by the Minister of Finance (Inc) pursuant to the Minister of Finance (Incorporation) Act, 1957. The Minister of Finance (Inc) is owned by the Government.

Khazanah has an 11-member Board comprising representatives from the public and private sectors. Dato' Sri Mohd Najib Tun Abdul Razak, the Prime Minister of Malaysia, is the Chairman of the Board. The Board is assisted in the discharge of its duties by an Executive Committee and an Audit Committee established by the Board.

The primary objectives of Khazanah are:

- (a) to hold and manage the investments entrusted to it by the Government; and
- (b) to undertake new investments where there are strategic opportunities in new sectors and new markets.

Khazanah has interests in more than 80 companies, either directly or indirectly through ownership of shares. These companies are involved in various sectors such as agrifood, aviation, creative and media, education, financial services, healthcare, infrastructure and construction, innovation and technology, leisure and tourism, life sciences, power, property, sustainable development as well as media and communications amongst others.

Historically, a substantial number of the companies Khazanah invested in were incorporated in Malaysia and conducted their principal business activities within Malaysia. However, since 2005 Khazanah has acquired substantial business interests outside Malaysia. For recent developments relating to Khazanah, please see "*Recent developments*" below.

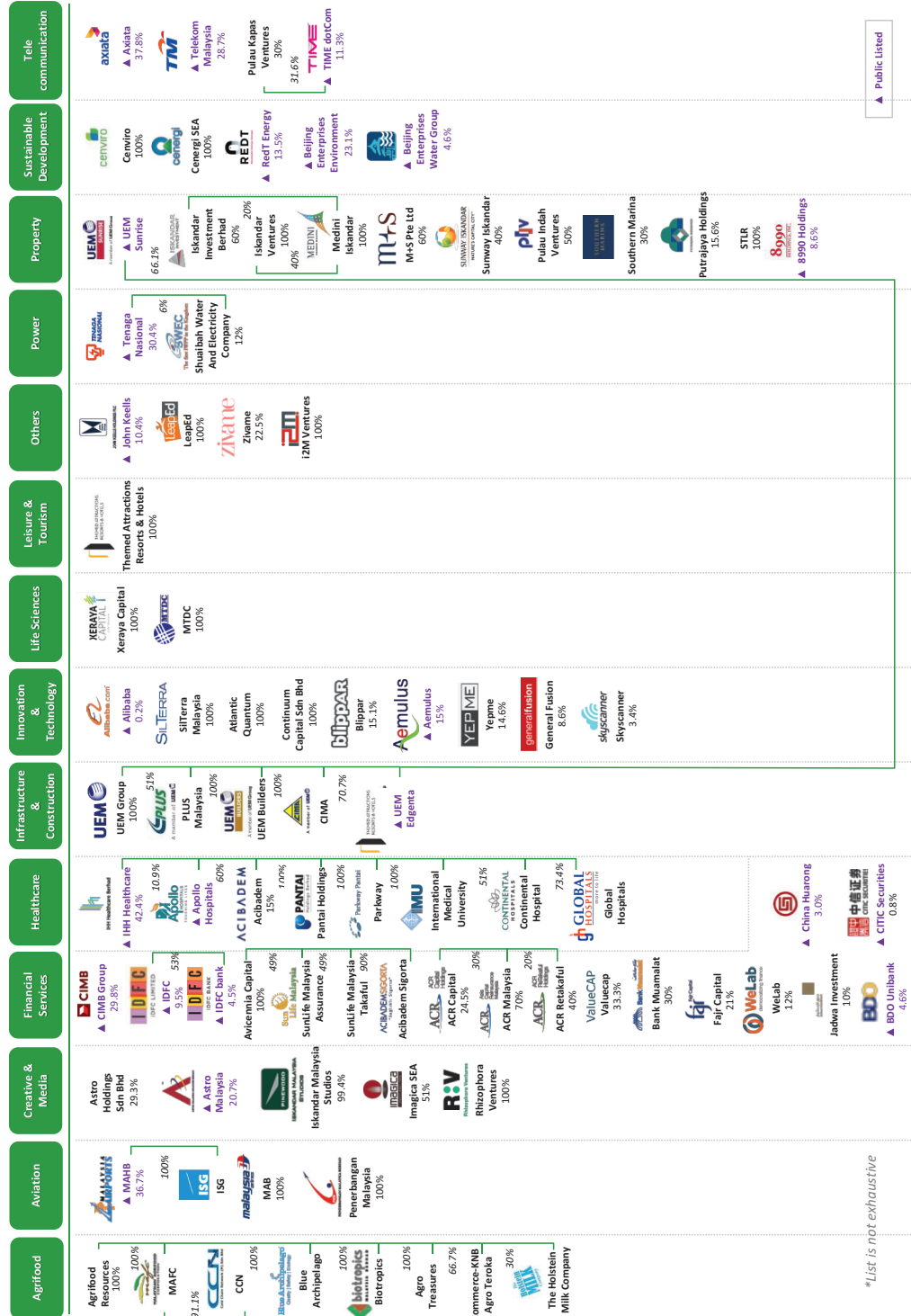
Khazanah's registered office is currently located at Level 33, Tower 2, Petronas Twin Towers, Kuala Lumpur City Centre, 50088 Kuala Lumpur, Malaysia.

Khazanah's investments as at 31 August 2016 and its effective shareholding interest in each investment as at such date, are set forth on the following page.

INVESTMENT HOLDING STRUCTURE

Selected Portfolio of Companies

As at 31 Aug 2016



*List is not exhaustive

Public Listed

Summary financial information

The following table presents selected audited financial information for Khazanah on an unconsolidated basis as at and for each of the five years ended 31 December 2011, 31 December 2012, 31 December 2013, 31 December 2014 and 31 December 2015.

The unconsolidated financial statements of Khazanah have been prepared in accordance with Approved Accounting Standards issued by the Malaysian Accounting Standards Board, which may differ in certain material respects from generally accepted accounting principles in certain other jurisdictions, including International Accounting Standards or International Financial Reporting Standards and auditing standards which prospective investors may be familiar with in other countries.

	As at and for the year ended 31 December				
	2011	2012	2013 (audited) (RM million)	2014	2015
Pre-tax profit	5,213	1,819	2,512	1,006	500
Profit after tax	5,148	1,646	2,566	884	382
Total assets	62,731	61,773	64,355	70,555	70,482
Total liabilities	37,352	35,832	36,757	42,605	43,151
Paid-up capital	8,444	8,444	8,444	6,644	6,644

Principal indebtedness of Khazanah

The following is a summary of Khazanah's principal financing arrangements.

The table below sets forth the total borrowings of Khazanah as at 31 December 2015.

	Amount outstanding as at 31 December 2015 (audited) (RM million)
Khazanah Bonds — Secured	15,682,894
Shariah-compliant Exchangeable Trust Certificates	3,422,853
Islamic Medium Term Notes issued by Danga	6,729,208
Amount due to SPV— Rantau Abang Capital Berhad	6,000,000
Unsecured Term loans	2,500,000
Revolving Credit Facility	1,400,000
Ihsan Sukuk Berhad	100,000
Total Borrowings	35,834,955

Khazanah Bonds — Secured

Since March 1999, Khazanah has from time to time issued various series of medium- to long-term zero coupon Islamic bonds with maturities ranging between five and fifteen years. Each series of zero coupon Islamic bonds is guaranteed by the Government and is based upon the Islamic financing concepts of “Murabahah” or “Musyarakah”. The Government guaranteed zero coupon Islamic bonds were issued at a discount and will be redeemed at 100 per cent. of their nominal value on their relevant redemption dates. The aggregate nominal value of the outstanding Government guaranteed zero coupon Islamic bonds as at 31 December 2015 was RM20.0 billion. The accreted book value of such Islamic bonds as at 31 December 2015 was RM15,683 million, which represented their nominal value less the unamortised discount on such Islamic bonds.

The table below sets forth the details of the Government guaranteed zero coupon Islamic bonds issued by Khazanah and outstanding as at 31 December 2015.

	At nominal value	Unamortised discount (audited)	Amount outstanding as at 31 December 2015 (audited) (RM million)	Date of repayment	Yield to maturity at issuance (%)
Issued 8 December 2006 10-year	2,000	70	1,930	8 December 2016	3.860
Issued 15 June 2007 15-year	1,000	243	757	15 June 2022	4.350
Issued 9 July 2008 10-year	1,000	128	872	9 July 2018	5.500
Issued 14 August 2008 15-year	2,000	661	1,339	14 August 2023	5.330
Issued 17 December 2008 10-year ...	1,000	113	887	17 December 2018	4.100
Issued 20 March 2009 10-year	1,000	134	866	20 March 2019	4.520
Issued 20 March 2009 15-year	1,500	488	1,012	20 March 2024	4.840
Issued 27 August 2009 10-year	1,500	226	1,274	27 August 2019	4.520
Issued 27 August 2009 15-year	1,000	338	662	27 August 2024	4.820
Issued 24 March 2010 10-year	1,200	210	990	24 March 2020	4.600
Issued 3 September 2012 10-year	1,500	326	1,174	2 September 2022	3.710
Issued 3 September 2012 20-year	1,000	496	504	3 September 2032	4.150
Issued 12 October 2012 5-year	1,000	61	939	12 October 2017	3.560
Issued 12 October 2012 15-year	1,000	385	615	12 October 2027	4.170
Issued 8 March 2013 8-year	1,000	177	823	8 March 2021	3.800
Issued 24 February 2014 7-year	1,300	261	1,039	24 February 2021	4.400
Total	<u>20,000</u>	<u>4,317</u>	<u>15,683</u>		

Periodic Payment Exchangeable Trust Certificates (Shariah-compliant exchangeable trust certificates)

Khazanah has also issued periodic payment Shariah-compliant exchangeable trust certificates.

In October 2013, Khazanah issued Shariah-compliant exchangeable trust certificates through an independent special purpose vehicle, Indah Capital Ltd. The offering comprised S\$600 million five-year certificates due 2018 which are exchangeable into ordinary shares of IHH Healthcare Berhad, of which Khazanah is a major shareholder. As at 31 December 2015, the aggregate nominal value of trust certificates outstanding was S\$591,078,600.

In September 2014, Khazanah issued Shariah-compliant exchangeable trust certificates through an independent special purpose vehicle, Cahaya Capital Ltd. The offering comprised U.S.\$500 million seven-year certificates due 2021 which are exchangeable into ordinary shares of TNB. As at 31 December 2015, all of the trust certificates remained outstanding.

Danga (Islamic Medium Term Notes)

Khazanah has, via a Malaysian incorporated independent special purpose vehicle, Danga, established a Ringgit-Denominated Islamic Securities Programme on 6 February 2009 which was updated on 30 December 2015 and a Multicurrency Islamic Securities Programme on 10 February 2009 which was updated on 18 December 2015, with a combined programme limit of RM20.0 billion in nominal value.

Pursuant to the Ringgit-Denominated Islamic Securities Programme, Danga issued RM1.1 billion in nominal value of Islamic medium term notes with a maturity of five years and profit payment of 4.22 per cent. per annum and RM500.0 million in nominal value of Islamic medium term notes with a maturity of seven years and profit payment of 4.49 per cent. per annum on 24 April 2009. The RM1.1 billion and RM500.0 million in nominal value of Islamic medium term notes were fully redeemed on 24 April 2014 and on 22 April 2016, respectively. On 13 April 2010, Danga issued RM2.0 billion in nominal value of Islamic medium term notes pursuant to the Ringgit-Denominated Islamic Securities

Programme. These Islamic medium term notes have a tenor of five years and profit payment of 4.35 per cent. at their issuance. The RM2.0 billion in nominal value of Islamic medium term notes were fully redeemed on 13 April 2015. On 29 January 2015, Danga issued RM1.5 billion in nominal value of Islamic medium term notes of tenor 15 years and profit payment of 4.88 per cent. On 9 April 2015, Danga issued RM2.0 billion in nominal value of Islamic medium term notes of tenor 5 years and profit payment of 4.10 per cent. On 23 February 2016 Danga also issued RM1.5 billion in nominal value of Islamic medium term notes of tenor 10 years and profit payment of 4.60 per cent. Each of these financings has recourse to Khazanah pursuant to a purchase undertaking executed by Khazanah on the establishment of the Ringgit-Denominated Islamic Securities Programme.

On 11 August 2010, Danga issued S\$600 million in nominal value of Islamic medium term notes with a maturity of five years and S\$900 million in nominal value of Islamic medium term notes with a maturity of 10 years pursuant to the Multicurrency Islamic Securities Programme. Profit payments of 2.615 per cent. per annum and 3.725 per cent. per annum are payable on the Islamic medium term notes, respectively. Similar to the structure of the offering of the Certificates, the structure of each of these offerings was based upon the Islamic financing concept of “Wakalah” and includes provision for recourse to Khazanah pursuant to a purchase undertaking. The S\$600 million in nominal value of Islamic medium term notes were fully redeemed on 11 August 2015.

On 20 October 2011, Danga issued CNY500 million in nominal value of Islamic medium term notes with a maturity of three years pursuant to the Multicurrency Islamic Securities Programme. Profit payments of 2.90 per cent. per annum are payable on the Islamic medium term notes. The CNY500 million in nominal value of Islamic medium term notes were fully redeemed on 20 October 2014.

On 29 January 2015, Danga issued RM1.5 billion in nominal value of Islamic medium term notes with a maturity of fifteen years and profit payment of 4.88 per cent. per annum. On 9 April 2015, Danga issued RM2.0 billion in nominal value of Islamic medium term notes with a maturity of five years and profit payment of 4.10 per cent. per annum.

On 13 April 2015, RM2.0 billion in nominal value of Islamic medium term notes were redeemed. At the time of issuance, these Islamic medium term notes had a maturity of five years and profit payment of 4.35 per cent. per annum.

As at 31 December 2015, the aggregate nominal value of the outstanding Islamic medium term notes issued pursuant to the Ringgit-Denominated Islamic Securities Programme and the Multicurrency Islamic Securities Programme was RM6.73 billion.

On 23 February 2016, Danga issued RM1.5 billion in nominal value of Islamic medium term notes with a maturity of ten years and profit payment of 4.60 per cent. per annum.

On 1 March 2016, Danga issued U.S.\$750 million in nominal value of Islamic medium term notes with a maturity of five years pursuant to the Multicurrency Islamic Securities Programme. Profit payments of 3.035 per cent. per annum are payable on the Islamic medium term notes.

Rantau Abang Capital Berhad (Amount due to SPV)

Khazanah has, via its wholly-owned subsidiary, Rantau Abang Capital Berhad, established a RM3.0 billion Ringgit-Denominated Commercial Paper/Islamic Medium Term Notes Programme (“**CP/IMTN Programme**”) and RM7.0 billion Ringgit-Denominated Islamic Medium Term Note Programme (“**IMTN Programme**”) in March 2006. The CP/IMTN Programme expired in 2013.

Pursuant to the IMTN Programme, Khazanah has issued various series of Islamic medium term notes with maturities ranging between five and twenty years, which are based upon the Islamic financing concept of “Musyarakah”. Each of these financings includes provisions for recourse to Khazanah pursuant to a purchase undertaking. As at 31 December 2015, the nominal amount of outstanding Islamic medium term notes was RM6.0 billion issued pursuant to the IMTN Programme.

On 25 September 2015, RM1.3 billion in nominal value of Islamic medium term notes were redeemed.

Term loans — unsecured

Khazanah maintains a loan facility. This loan facility is unsecured, denominated in Ringgit and provides for regular profit payments, at rates ranging from 3.90 per cent. per annum to 4.65 per cent. per annum. The loan facility will mature in January 2025. As at 31 December 2015, the principal amount outstanding on this loan facility was RM2.5 billion.

Investment portfolio

Investment portfolio performance in 2015

In line with improved financial and market conditions, Khazanah's investment portfolio value increased in 2015. As at 31 December 2015, Khazanah's overall portfolio mark-to-market RAV was RM150.2 billion as compared to RM145.5 billion as at 31 December 2014. The Net Worth Adjusted ("NWA") of Khazanah's investment portfolio as at 31 December 2015 was RM108.9 billion, representing an decrease of 1.6 per cent. from the NWA of RM110.7 billion as at 31 December 2014. These RAV and NWA amounts were derived in each case based on the audited financial statements of Khazanah as at 31 December 2015 and 31 December 2014, respectively.

In this Offering Circular, NWA is determined by deducting total liabilities from RAV and adjusting for equity injections by the majority shareholder of Khazanah (being the Minister of Finance (Inc)) less dividends which have been paid out.

Investment portfolio by sectors

Khazanah's investment portfolio spans a number of sectors including agrifood, aviation, creative and media, financial services, healthcare, infrastructure and construction, innovation and technology, life sciences, leisure and tourism, power, property, sustainable development as well as media and communications.

As at 31 December 2015, the top five sectors contributing to Khazanah's investment portfolio in terms of RAV were the media and communications, healthcare, power, financial services and property sectors, comprising 22.0 per cent., 17.2 per cent., 15.3 per cent., 13.7 per cent. and 10.6 per cent. of Khazanah's investment portfolio in terms of RAV, respectively. The transportation and logistics, infrastructure and construction, cash, innovation and technology, leisure and tourism and sustainable development sectors comprised 4.9 per cent., 3.8 per cent., 2.5 per cent., 2.3 per cent., 2.0 per cent. and 1.3 per cent. of Khazanah's investment portfolio in terms of RAV, respectively, with the remaining sectors, consumer, life sciences, agrifood and creative and media each comprising less than 1.0 per cent. of Khazanah's investment portfolio. These RAV percentages were derived in each case based on the 2015 Report.

Foreign investment policies of Khazanah

Khazanah was granted a renewed mandate in 2004 by the Government to be a leading strategic investment house that creates sustainable value for a globally competitive Malaysia. In this respect, Khazanah has been targeting regional investments in areas which it considers will bring strategic benefits to Malaysia, such as, among others, telecommunications, power, financial services, healthcare and infrastructure and construction.

Historically, all of the companies in which Khazanah invested were incorporated in Malaysia, with their principal business activities conducted within Malaysia. Khazanah's investment portfolio in terms of RAV has therefore primarily been derived within Malaysia, with Malaysia-based investments comprising 55.1 per cent. of Khazanah's investment portfolio in terms of RAV as at 31 December 2015. Since 2005, Khazanah has acquired business interests outside Malaysia, with Singapore, Turkey, China, Indonesia and India accounting for 12.1 per cent., 7.4 per cent., 6.5 per cent., 5.7 per cent. and 4.1 per cent. of Khazanah's investment portfolio in terms of RAV by geographic exposure,

respectively, as at 31 December 2015, with the remaining 9.1 per cent. of Khazanah's investment portfolio being derived from investments in other countries. These RAV percentages were derived from the 2015 Report.

Divestment strategy of investment portfolio

Khazanah has a long-term commitment towards strategic divestment of its holdings, focusing on the divestment of its non-core assets and non-core holdings, with the objective of avoiding any material adverse impact on the share prices of such investments. Between 2004 and 2015, Khazanah made 144 investments worth RM74.7 billion and 77 divestments valued at RM48.1 billion, recording gains of RM22.3 billion on divestments. Significant divestments made by Khazanah between 2011 and 2016 included the divestment of its entire 42.7 per cent. stake in Proton Holdings Berhad to DRB-HICOM in 2012, the divestment of its entire 45 per cent. stake in TIME Engineering Berhad to Censof Holdings Berhad in 2013 and the divestments of a 2 per cent. stake and a 1.45 per cent. stake in TNB in 2015 and 2016, respectively. This is in addition to monetisations of its investments through the issuance of exchangeable trust certificates, which were exchangeable into ordinary shares in TNB, Telekom Malaysia, Axiata Group Berhad, PLUS Expressways Berhad and Parkson Retail Group Limited, which are held directly or indirectly by Khazanah.

Recent developments

Appointment of Datuk Johari Abdul Ghani to the Board of Directors

On 15 September 2016, Khazanah announced the appointment of Datuk Johari Abdul Ghani to the Board. Prior to his appointment to the Board, he was the Deputy Minister of Finance. Datuk Johari Abdul Ghani is currently Minister of Finance II and the Chairman of Yayasan Bena Nusa, which was established to help reduce urban poverty and improve education for children from the urban poor, and also Chairman of Jawatankuasa Pemakanan Negara at the Ministry of Agriculture and Agro-based Industry.

Disposal of shares in Tenaga Nasional Berhad

On 9 September 2016, Khazanah disposed of 82 million shares (equalling to 1.45 per cent.) in TNB at RM14.30 per share for a total of RM1.17 billion via an accelerated bookbuilding exercise. After this transaction, Khazanah remains the largest shareholder with a 28.26 per cent. holding in TNB.

Ongoing restructuring of MAB

On 29 August 2014, Khazanah launched a 12-point MRP. The restructuring effort focuses on four main areas, namely governance and financial framework, operating business model, leadership and human capital, and regulatory and enabling framework.

On 3 December 2015, MAB reported in its first quarterly progress update since becoming fully operational on 1 September 2015 that the ongoing restructuring of MAB is continuing at a steady and sustained pace on multiple fronts.

On 1 July 2016, Peter Bellew, who was the Chief Operating Officer of MAB, was appointed as Group Managing Director and Chief Executive Officer of MAB.

Issuance of U.S.\$750 million Islamic medium term notes

In February 2016, Khazanah announced that it has completed the issuance of the USD Sukuk via a Malaysian incorporated independent special purpose vehicle, Danga. The USD Sukuk was priced at a profit rate of 3.035 per cent. per annum.

Khazanah renews Managing Director's contract

Khazanah announced that the Board, at its meeting on 19 December 2015, had renewed the employment contract of its Managing Director, Tan Sri Dato' Azman Mokhtar, for another three-year term effective 1 June 2016 to 31 May 2019.

Tan Sri Dato' Azman Mokhtar assumed his current position on 1 June 2004.

Khazanah announces additional domestic investments of RM6.77 billion in support of Government's proactive economic measures

On 14 September 2015, the Prime Minister of Malaysia announced several proactive measures to strengthen the country's economic fundamentals and address the impact of financial turbulence in the global markets on Malaysia's economy.

In this regard, Khazanah as the strategic investment fund of the Government announced its support of the proactive economic measures in all relevant areas. Concurrently, Khazanah will also accelerate and increase domestic investments over the immediate and medium term in several key sectors including leisure and tourism, healthcare and health tourism, export-oriented creative industries, innovation and technology and business process outsourcing sectors. These sectors and investments have been selected on the basis of those that provide higher domestic economic multipliers, boost job creation, support local content, increase prospects for foreign exchange receipts and enhance public goods and inclusiveness for the people of Malaysia.

Identified projects are either incremental to investment plans announced previously or being accelerated, and amount to a total value of RM6.77 billion. The projects, to be delivered by Khazanah through relevant investee companies and its development partners, have already been identified, have received, or are in the advanced stages of receiving, the necessary approvals, and are already in various stages of implementation or are ready to be implemented imminently.

Management of Khazanah

Board of Directors

The Directors of Khazanah as at the date of this Offering Circular are set forth below:

<u>Name</u>	<u>Position</u>	<u>Age</u>	<u>Years appointed as Director</u>
Dato' Sri Mohd Najib Tun Abdul Razak	Chairman	63	7
Tan Sri Dato' Seri Utama Nor Mohamed Yakcop	Deputy Chairman	69	13
Tan Sri Dr. Mohd Irwan Serigar Abdullah	Director	59	1
Tan Sri Md Nor Yusof	Director	68	10
Raja Tan Sri Dato' Seri Arshad Raja Tun Uda	Director	69	10
Tan Sri Mohamed Azman Yahya	Director	52	12
Dato' Mohammed Azlan Hashim	Director	59	12
Tan Sri Andrew Sheng Len Tao	Director	70	8
Dato' Sri Nazir Tun Abdul Razak	Director	49	2
Tan Sri Dato' Azman Mokhtar	Managing Director	55	12
Datuk Johari Abdul Ghani	Director	52	0

The biographies of the Directors of Khazanah are set forth below.

Dato' Sri Mohd Najib Tun Abdul Razak

Dato' Sri Mohd Najib Tun Abdul Razak, aged 63, was appointed as the Chairman of Khazanah on 7 May 2009. He is currently Malaysia's Prime Minister and Minister of Finance. He started his career at the Malaysian Central Bank, Bank Negara Malaysia, and later served at the national oil company, Petroliaam Nasional Berhad ("PETRONAS"). His political career began in 1976 when he was elected as the Member of Parliament for Pekan. At 22 years old, he was then the nation's youngest Member of Parliament. He has held various cabinet posts, including Deputy Minister at the Ministry of Energy, Telecommunications & Posts, the Ministry of Education and the Ministry of Finance. He also headed several ministries as Minister at the Ministry of Culture, Youth & Sports, the Ministry of Defence and the Ministry of Education. He served as the Menteri Besar of Pahang from 1982 to 1986. He holds a degree in Industrial Economics from Nottingham University, United Kingdom.

Tan Sri Dato' Seri Utama Nor Mohamed Yakcop

Tan Sri Dato' Seri Utama Nor Mohamed Yakcop, aged 69, was appointed Deputy Chairman of Khazanah on 3 June 2013 and has been a Director of Khazanah since 12 November 2002. He was a member of the Malaysian Cabinet, serving as the Minister in the Prime Minister's Department from 2009 to 2013 and the Second Finance Minister from 2004 to 2009. Previously he was the Special Economic Adviser to the Prime Minister. Apart from a short period in the private sector in the late 1990's, he was with Bank Negara Malaysia from 1968 to 2000. During his service with Bank Negara Malaysia, he was responsible for the implementation of a number of major projects, including the implementation of Islamic banking in Malaysia, the setting-up of the bilateral payments mechanism between Bank Negara Malaysia and the Central Banks of South-South countries and the setting-up of the Rating Agency Malaysia Berhad.

As Special Economic Adviser to the Prime Minister, he played a major role in a number of corporate restructuring exercises, including the restructuring of United Engineers (Malaysia) Berhad and Malaysian Airline System Berhad ("MASB").

He graduated from the University of Malaya with Bachelor of Economics (Honours) degree and also from the Catholic University of Leuven, Belgium with an M.B.A. (cum laude) degree.

Tan Sri Dr. Mohd Irwan Serigar Abdullah

Tan Sri Dr. Mohd Irwan Serigar Abdullah, aged 59, is currently the Secretary General of Treasury, Ministry of Finance. His career in the civil service began in 1984 when he joined the Malaysian Administrative and Diplomatic Service as Assistant Director, Regional Economics Division in the Economic Planning Unit (“EPU”) of the Prime Minister’s Department. He served in various positions in the EPU before joining the Ministry of Finance in 2003 as Principal Assistant Secretary, Economic and International Division. On 24 August 2012, he was appointed as Secretary General of Treasury.

He serves on the Board of Directors of several key organisations including PETRONAS, Lembaga Tabung Haji, Mass Rapid Transit Corporation Sdn Bhd, MAB and Bank Negara Malaysia. He is also Chairman of Retirement Fund (Incorporated), Inland Revenue Board of Malaysia, Cyberview Sdn Bhd and Malaysian Global Innovation & Creativity Centre.

Tan Sri Md Nor Yusof

Tan Sri Md Nor Yusof, aged 68, was appointed as Director of Khazanah on 1 April 2006 and currently serves on its Executive Committee. He also sits on the Boards of several companies and institutions, including Malaysian Agrifood Corporation Bhd, Pelaburan Hartanah Bumiputera Berhad and is a Trustee of Yayasan Khazanah. Md Nor was appointed to the Board of CIMB Group Holdings Berhad (formerly known as Bumiputra-Commerce Holdings Berhad) as Director on 27 June 2006 and assumed the role of Chairman on 31 July 2006. He was the Chairman of CIMB Group Sdn. Bhd. and had spent 18 years of his career with the group, including as President and Chief Executive Officer of Bank of Commerce Berhad. Md Nor completed his term as Executive Chairman of the SC on 31 March 2006. Prior to that appointment, he was the Managing Director of MASB, after serving a period as Adviser to the Ministry of Finance. Md Nor graduated with a Bachelors Degree in Commerce from the University of Otago, New Zealand and is a qualified chartered accountant.

Raja Tan Sri Dato’ Seri Arshad Raja Tun Uda

Raja Tan Sri Dato’ Seri Arshad Raja Tun Uda, aged 69, was appointed as Director of Khazanah on 1 April 2006. He is also Chairman of Maxis Berhad, Ekuiti Nasional Berhad, ACR Retakaful SEA Berhad, Asia Capital Reinsurance Malaysia Sdn. Bhd. and Yayasan Raja Muda Selangor. In addition, he is also a member of the Board of Trustees of Yayasan DayaDiri and the Pro Chancellor of Universiti Industri Selangor. He was the former Executive Chairman and Senior Partner of PricewaterhouseCoopers (PwC) Malaysia, having served in that position for 18 years. During this period, he established a more effective corporate style management structure in place of the partnership management structure and saw through the merger between PriceWaterhouse and Coopers Lybrand. He was also Chairman of the Leadership Team of PwC Asia and a member of the PwC Global Leadership Team. His other international roles include being a member of the Standards Advisory Council of the International Accounting Standards Board and a member of the PwC Global IFRS Board. He is a Fellow of the Institute of Chartered Accountants in England and Wales and a member of the Malaysian Institute of Accountants. He is also a member of the Malaysian Institute of Certified Public Accountants, where he served on its Council for 24 years, including three years as its President.

Tan Sri Mohamed Azman Yahya

Tan Sri Mohamed Azman Yahya, aged 52, was appointed as Director of Khazanah on 1 June 2004. He is the founder and Group Chief Executive of Symphony House Berhad, an outsourcing services company. Mohamed Azman is concurrently the Executive Chairman of Bolton Berhad, a property group. Both companies are listed on Bursa Malaysia. During the 1997- 1998 Asian financial crisis, Mohamed Azman was appointed by the Government of Malaysia to set up and head Pengurusan Danaharta Nasional Berhad (“**Danaharta**”), the national asset management company. Subsequently, he also served as Chairman of the Corporate Debt Restructuring Committee, set up by Malaysia’s Central Bank, to mediate and assist in debt restructuring programmes of viable companies until its closure in 2002. During his tenure with Danaharta from 1998 to 2003, Mohamed Azman received a

number of international accolades including being named one of Asia's "Most Influential Bankers" by Institutional Investor and "Restructuring Agency Chief of the Year" by Asiamoney. Apart from Khazanah and several of its investee companies, Mohamed Azman sits on the Board of Ekuiti Nasional Berhad, a Government-linked private equity fund management company. Mohamed Azman is a member of the National Innovation Council, the Malaysian Financial Reporting Foundation and the Special Taskforce to facilitate Business, a public-private sector partnership to improve the public service delivery system. He is also a director of the Sepang International Circuit and Chairman of Motorsports Association of Malaysia. Mohamed Azman started his career in auditing with KPMG in London before returning to Malaysia in 1988 where he built his career in investment banking as chief executive of Amanah Merchant Bank Berhad. He graduated with a first class honours degree in Economics from the London School of Economics and Political Science from the University of London. He is also a member of the Institute of Chartered Accountants in England and Wales, the Malaysian Institute of Accountants and a fellow of the Malaysian Institute of Banks.

Dato' Mohammed Azlan Hashim

Dato' Mohammed Azlan Hashim, aged 59, was appointed as Director of Khazanah on 1 June 2004. He is also the Chairman of D&O Green Technologies Berhad, Silk Holdings Berhad and a Director of Scomi Group Berhad. Mohammed Azlan has extensive working experience in the corporate sectors including financial services and investments. Among other roles, he has served as Chief Executive, Bumiputra Merchant Bankers Berhad, Group Managing Director, Amanah Capital Malaysia Berhad, and Executive Chairman, Bursa Malaysia Berhad. Mohammed Azlan is a Board Member of various government and non-government related organisations including the Labuan Offshore Financial Services Authority. He is also a member of the Investment Panel of the Employees Provident Fund and the Retirement Fund Incorporated. He holds a Bachelor of Economics from Monash University and is a qualified chartered accountant. Mohammed Azlan is a Fellow Member of the Institute of Chartered Accountants, Australia, a member of the Malaysian Institute of Accountants, a Fellow Member of the Malaysian Institute of Directors, a Fellow Member of the Institute of Chartered Secretaries and Administrators and an Honorary Member of The Institute of Internal Auditors, Malaysia.

Tan Sri Andrew Sheng Len Tao

Tan Sri Andrew Sheng Len Tao, aged 70, was appointed as Director of Khazanah on 22 July 2008. He is currently the Chief Adviser to the China Banking Regulatory Commission. He also sits on the Boards of the Qatar Financial Centre Regulatory Authority and Sime Darby Berhad. He is a member of the Advisory Council of the Iskandar Regional Development Authority, the International Advisory Panel of the Labuan Offshore Financial Services Authority, the Governing Council of the International Centre for Education in Islamic Finance and the Advisory Council of the National Institute of Securities Market, India. He is also currently an Adjunct Professor at the University of Malaya and Graduate School of Economics and Management, Tsinghua University, Beijing. He held the roles of Chairman of the Securities and Futures Commission of Hong Kong from October 1998 to September 2005, Deputy Chief Executive at the Hong Kong Monetary Authority from October 1993 to September 1998, Senior Manager of Financial Sector Development at the World Bank from 1989 to 1993 and various senior positions including Chief Economist and Assistant Governor at Bank Negara Malaysia from 1976 to 1989. He is a Chartered Accountant by training and holds a first class honours degree in Economics and an honorary doctorate of law from the University of Bristol, United Kingdom.

Dato' Sri Nazir Tun Abdul Razak

Dato' Sri Nazir Tun Abdul Razak, aged 49, was appointed as Director of Khazanah on 1 September 2014. He is currently the Chairman and non-independent non-executive Director of the CIMB Group. Prior to joining Khazanah, he held the position of Group Managing Director and Chief Executive Officer of the CIMB Group. He joined CIMB Investment Bank Berhad's corporate finance department in 1989 and was transferred to the CIMB Group's stockbroking arm in 1993. He has held the positions of Executive Director of the stockbroking division, Deputy Chief Executive of CIMB Investment Bank Berhad and Group Chief Executive Officer during his 25-year tenure in the CIMB Group. In addition

to being on the boards of various CIMB Group companies, he is a member of the Employees Provident Fund's Investment Panel and the Chairman of the Investment Panel Risk Committee. He is also a trustee of the Rahah Foundation, co-Chairs the ASEAN Business Club and is a Director of Endeavour (Malaysia) and MEPS, each of which are non profit organisations. He holds a Bachelor of Social Science from the University of Bristol and a Master of Philosophy from the University of Cambridge. In 2010, he served as the Chevening Fellow at the Oxford Centre for Islamic Studies.

Tan Sri Dato' Azman Mokhtar

Tan Sri Dato' Azman Mokhtar, aged 55, was appointed as Managing Director of Khazanah on 1 June 2004. Between 1994 and 1998, he was a Director and Head of Research for Union Bank of Switzerland in Malaysia. Between 1998 and 2000, he was a Director and the Head of Research at Salomon Smith Barney in Malaysia. From 2002 until May 2004, he was the Managing Director of BinaFikir Sdn. Bhd. He graduated with distinction in M. Phil in Development Studies from Darwin College, Cambridge University, United Kingdom as a Chevening scholar. He is a Fellow of the Association of Chartered Certified Accountants, United Kingdom and is a Chartered Financial Analyst charter holder. He also holds a graduate diploma in Islamic Studies from the International Islamic University, Kuala Lumpur.

Datuk Johari Abdul Ghani

Datuk Johari Abdul Ghani, aged 52, was appointed as Director of Khazanah on 15 September 2016. He is currently Minister of Finance II, appointed on 27 June 2016. Prior to that, he was the Deputy Minister of Finance. He started his career at international accounting firm, Peat Marwick & Co. (now known as KPMG) as an auditor. He went on to hold senior key positions in several public listed companies and was Managing Director in companies in the food and beverage, agriculture and manufacturing industries. He is currently the Chairman of Yayasan Bena Nusa which was established to help reduce urban poverty and improve education for children from the urban poor. He was also appointed Chairman of Jawatankuasa Pemakanan Negara at the Ministry of Agriculture and Agro-based Industry. He holds a Diploma in Accounting from Institut Teknologi MARA and is a qualified Chartered Accountant under the Chartered Association of Certified Accountants.

Senior management

The senior management of Khazanah as at the date of this Offering Circular is set forth below:

<u>Name</u>	<u>Position</u>
Tan Sri Dato' Azman Mokhtar	Managing Director
Datuk Ben Chan	Executive Director, Khazanah Nasional Consulting (Beijing) Company Limited
Dominic Silva	Executive Director, Investments, Head of Investments
Dato' Noorazman Abd Aziz	Executive Director, Investments, Overseeing Executive Director of Khazanah Turkey Regional Office
Mohd Izani Ashari	Executive Director, Managing Director's Office, Head of Special Projects Office
Jiv Sammanthan	Executive Director, Managing Director's Office, Head of Managing Director's Office
Datuk Hisham Hamdan	Executive Director, Investments, Head of Khazanah Research and Investment Strategy
Kenneth Shen	Executive Director, Investments
Tengku Dato' Sri Azmil Zahrudin Raja Abdul Aziz	Executive Director, Investments, Overseeing Executive Director of Khazanah Americas Inc.

<u>Name</u>	<u>Position</u>
Dato' Mohd Izani Ghani	Executive Director, Finance / Chief Financial Officer
Ahmad Farouk Mohammed	Executive Director, Investments
Dato' Charon Wardini Mokhzani	Executive Director, Managing Director's Office
Zaida Khalida Shaari	Executive Director, Investments
Ahmad Zulqarnain Onn	Executive Director, Investments, Head of Strategic Management Unit
Rohayati Othman	Director, Managing Director's Office / Chief Risk Officer
Mohamed Nasri Sallehuddin	Executive Director, Corporate Support and Services, Company Secretary and Head, Legal
Latifah Daud	Executive Director / Head, Strategic Human Capital Management
Javier Santiso	Executive Director, Khazanah Europe Investment Limited
Chinta Bhagat	Executive Director, Khazanah India Advisors Private Limited

The biographies of the senior management of Khazanah are as set forth below:

Tan Sri Dato' Azman Mokhtar

The biography of Tan Sri Dato' Azman Mokhtar is set out in "*Management of Khazanah — Board of Directors — Tan Sri Dato' Azman Mokhtar*".

Datuk Ben Chan

Datuk Ben Chan joined Khazanah in June 2005 as Director of Investments and was appointed Executive Director of Investments in April 2008. Between 1992 and 1996, Ben researched the China and Hong Kong markets with Cazenove & Co and ING Barings in Hong Kong, where he was the Head of China Research. He returned to Malaysia in 1996 and served as Director of Research with several investment houses, covering the Malaysia and Singapore markets. He is a Chartered Accountant and holds a Bachelor of Commerce (with merit) from the University of New South Wales, Australia.

Dominic Silva

Dominic Silva joined Khazanah in August 2008 as Director of Investments. He was appointed Executive Director of Investments in May 2010. He is currently Head of Investments. Prior to joining Khazanah, he spent 18 years in the banking sector, 12 of which were with ABN AMRO Bank in regional and international roles across the areas of relationship management, structured finance, capital markets, risk and portfolio management and strategic business development. Prior to ABN AMRO Bank, he worked with a major Japanese financial group in Asia within the Corporate Finance division. Joseph is a finance graduate from the University of Wales; he completed his Senior Management Programme at Henley Management College, United Kingdom.

Dato' Noorazman Abd Aziz

Dato' Noorazman Abd Aziz joined Khazanah as Executive Director of Investments in May 2010 after having spent two-and-a-half years as Managing Director of Fajr Capital Ltd, a Khazanah investee company. He previously worked in international banking and finance, during which time he had positions at Citigroup, Bank Islam, the Kuala Lumpur Stock Exchange and the Labuan Offshore Financial Services Authority. He is a practising member of the Association of Chartered Islamic Finance Professional and holds a BSc in Finance from Louisiana State University, U.S.

Mohd Izani Ashari

Mohd Izani Ashari joined Khazanah in April 2009. At Khazanah, he leads the work on the GLC Transformation Programme and has been pivotal in the initial development which forms the foundations of the Government Transformation Programme. He has 26 years of working experience, predominantly with multi-nationals and large companies including Shell, Maybank, Sime Darby Berhad, PETRONAS and MASB, covering six different industries. He spent 16 years of his career in organisation transformation/ re-engineering where he played a significant role. He holds a Masters Degree in Construction Management from Reading University, United Kingdom and a Bachelor's Degree in Quantity Surveying from John Moores University, Liverpool, United Kingdom.

Jiv Sammanthan

Jiv Sammanthan joined Khazanah in June 2010 as Director in the Managing Director's Office. He was appointed Executive Director at the Managing Director's Office in June 2011. Prior to Khazanah, Jiv spent 18 years with PwC both in London and Kuala Lumpur. He was a founding partner of the PwC Performance Improvement Consulting practice in Kuala Lumpur. He holds a degree in Commerce from the University of Birmingham, United Kingdom and is an Associate of the Institute of Chartered Accountants in England and Wales.

Datuk Hisham Hamdan

Datuk Hisham Hamdan joined Khazanah as Executive Director of Investments in April 2011. He also assumed the role of Head of Division of Khazanah Research and Investment Strategy, on 1 September 2013. He was formerly with Sime Darby Berhad where he served for over six years and assumed several senior positions, covering strategy and business development, healthcare, energy and utilities and special projects. Hisham also has 12 years of capital markets experience in equity research and investment banking. He started his career as a process engineer in the U.S. He holds two degrees in Chemical Engineering and Industrial Management from Purdue University in the U.S. He has also attended the Harvard Business School's Advanced Management Programme.

Kenneth Shen

Kenneth Shen joined Khazanah as Executive Director of Investments in July 2011. Prior to joining Khazanah, he was based in Doha with Qatar Investment Authority ("QIA") where he most recently was Advisor to the Chief Executive Officer and a member of the Board of Directors of Qatar Holding LLC. In addition, he was responsible for QIA's direct investments in public and private companies as well as its investments in private equity, special situations and venture capital funds. Prior to that, he was based in Hong Kong with Salomon Brothers Inc and its successor companies where his most recent role was Co-Head, Corporate Finance at Citigroup Global Markets Asia Limited. Prior to Salomon Brothers, he was with Lehman Brothers in their Merchant Banking and Principal Investments Groups in New York. Kenneth holds a Bachelor of Arts degree (*magna cum laude*) in East Asian Languages and Civilisations (Japanese) and Economics from Harvard College and an MBA from the Harvard Graduate School of Business Administration. In addition, he has completed studies at Keio University.

Tengku Dato' Sri Azmil Zahrudin Raja Abdul Aziz

Tengku Dato' Sri Azmil Zahrudin Raja Abdul Aziz joined Khazanah as an Executive Director of Investments in October 2011. His main role is overseeing new investments and divestments in sectors within his portfolio. Prior to joining Khazanah, he was the Managing Director/Chief Executive Officer of MAB. He joined MAB as Executive Director/Chief Financial Officer in August 2005 after having served as a Non-Executive Board Director since August 2004. Prior to his time at MAB, he was the Chief Financial Officer and then Managing Director/Chief Executive Officer of Penerbangan Malaysia Berhad. He was also with PwC in their London and Hong Kong offices where he was in the Audit and Business Advisory Services division, specialising in financial services. He holds a first class degree in Economics from the University of Cambridge. He is a Chartered Accountant and an associate member

of the Malaysian Institute of Accountants and the Institute of Chartered Accountants in England and Wales. He is also an Associate of the Association of Corporate Treasurers, United Kingdom.

Dato' Mohd Izani Ghani

Dato' Mohd Izani Ghani joined Khazanah in March 2005 and was appointed Director and Chief Financial Officer (CFO) in May 2010. He was subsequently promoted to Executive Director on 1 October 2012. He is also Non-Executive Non-Independent Director of Bank Muamalat Malaysia Berhad and Malaysia Airports Holdings Berhad. At Khazanah, he was involved in the issuance of the world's first exchangeable trust certificates for U.S.\$750 million in 2006, followed by other landmark exchangeable trust certificates in 2007 and 2008. Prior to Khazanah, he worked at Putrajaya Holdings Sdn. Bhd. and Renong Group. He graduated from the London School of Economics and Political Science with BSc (Economics) specialising in Accounting and Finance. He subsequently pursued his professional accounting qualification from the Association of Chartered Certified Accountants and was admitted to the fellowship in 2000. He is also a member of Malaysian Institute of Accountants.

Ahmad Farouk Mohammed

Ahmad Farouk Mohammed joined Khazanah in early 2006, and was appointed Director in the Managing Director's Office in 2009. He was subsequently promoted to Executive Director on 1 October 2012. Prior to joining Khazanah, Farouk worked in a strategic advisory firm in Kuala Lumpur. He started worked in risk analysis in London, and then returned to Kuala Lumpur to serve his apprenticeship in an actuarial consultancy, where he advised major life and general insurers and takaful operators in Malaysia and the region. He read Mathematics at the University of Cambridge.

Dato' Charon Wardini Mokhzani

Dato' Charon Wardini Mokhzani joined Khazanah in November 2013 as an Executive Director, Managing Director's Office. He has been appointed as the Managing Director of the newly established Khazanah Research Institute. A former investment banker and lawyer, he joined Khazanah from the CIMB Group where he headed investment banking globally for the group as the Deputy Chief Executive Officer, Investment Banking, CIMB Group and the Chief Executive Officer of CIMB Investment Bank. Prior to that he was the Managing Partner of Messrs. Zaid Ibrahim & Co. He has also been in corporate finance at Rashid Hussain Securities and an advocate and solicitor at Shearn Delamore & Co. He read Philosophy, Politics and Economics at Balliol College, University of Oxford and Law at the School of Oriental and African Studies, University of London. He is a non-practising barrister of the Middle Temple and advocate and solicitor of the High Court of Malaya.

Zaida Khalida Shaari

Zaida Khalida Shaari joined Khazanah in January 2007 as a Senior Vice President of Investments. She was appointed as Director of Investments in April 2009 and currently serves as Executive Director, Investments. Prior to joining Khazanah, she was Company Secretary and Head of Legal at Permodalan Nasional Berhad, after having been in legal practice for several years. She is a barrister-at-law and a member of Gray's Inn, London, having graduated with LLB (Honours) from the University of Warwick, United Kingdom. She also holds Masters in Business Administration from the University of Strathclyde, United Kingdom.

Ahmad Zulqarnain Onn

Ahmad Zulqarnain joined Khazanah in May 2014. Previously, he was Chief Executive Officer of Danajamin Nasional Berhad. He has over 18 years in both the banking and corporate sectors, including tenures with UBS Warburg, Pengurusan Danaharta Nasional Berhad, CIMB Group and Symphony Group. He graduated in Economics from Harvard University.

Rohayati Othman

Rohayati Othman joined Khazanah in January 2009 and currently holds the position of Director, Managing Director's Office and Chief Risk Officer. At Khazanah, Rohayati is responsible for Khazanah's Governance & Risk Management Framework and its component parts, the formulation and execution of risk management strategies as well as compliance matters. Rohayati started her professional career in KPMG's Audit & Assurance Division and then the Risk Consulting practice of Arthur Andersen in London, United Kingdom, specialising in financial markets, internal audit, corporate governance and enterprise-wide risk management. She left Arthur Andersen to join Barclays Capital in 2002 in a similar capacity. She graduated from Lancaster University, United Kingdom with a BA (Honours) in Accounting & Finance and is a Fellow of the Association of Chartered Certified Accountants and an Associate Business Continuity Professional.

Mohamed Nasri Sallehuddin

Mohamed Nasri Sallehuddin is currently Director of Legal and the Head of Corporate Support and Services at Khazanah. Nasri holds an LLB (Honours) degree from Aberystwyth University (Wales) and an MBA from the University of Strathclyde Business School. He was called to the degree of an Utter Barrister by the Honourable Society of Gray's Inn in 1995 and admitted to the High Court of Malaya as an advocate and solicitor in 1996. Prior to joining Khazanah in 2009, Nasri was a partner with a leading law firm in Malaysia, advising clients on corporate law and the legal aspects of corporate restructuring, take-overs and mergers.

Latifah Daud

Latifah Daud joined Khazanah Nasional on 1 April 2015. She has over 20 years of experience in Human Resources in multinational companies including Honeywell Inc. and Motorola/Freescale Semiconductor. She has also worked in Hatibudi Nominees/Renong Group and Arab Malaysian Bank.

Javier Santiso

Javier Santiso joined Khazanah on 1 August 2015. He heads Khazanah Europe Investment Limited, a wholly-owned subsidiary which provides advice and support on investments in Europe which are of strategic interest to Khazanah. Previously, he was Managing Director, Global Affairs & New Ventures at Telefonica. He has also served as Director General and Chief Economist at OECD Development Centre.

Chinta Bhagat

Chinta Bhagat joined Khazanah on 15 July 2015. He leads Khazanah's India operations based in Mumbai. Previously, he was Managing Partner at McKinsey & Co in Singapore. Chinta has broad experience in investments, driving portfolio company performance, and designing and implementing governance systems. Prior to McKinsey, he held various positions at an engineering and construction firm in India, culminating in his role as Chief Executive Officer.

BEIJING ENTERPRISES WATER GROUP LIMITED

None of the Issuer, the Obligor or the Joint Lead Managers accept any responsibility for the accuracy, completeness or sufficiency of the Company information. The Company information has not been prepared in connection with the Offering but has been derived from public sources and none of the Issuer, the Obligor or the Joint Lead Managers has made any investigation or enquiry with respect to such public sources or such information. None of the Issuer, the Obligor or the Joint Lead Managers makes any representation that such publicly available sources of the Company information are accurate or complete and each of the Issuer, the Obligor and the Joint Lead Managers disclaims any liability with respect to the accuracy, completeness or sufficiency of any such information.

The Company's shares are listed on the HKSE. The Company files or issues periodic reports and other information with the HKSE, including audited financial statements for each financial year and interim reports for each six-month period.

Overview

BEWG, a company listed on the Main Board of the HKSE, is one of the leading integrated water and sewage treatment solutions service providers in the PRC. The BEWG Group is principally engaged in the provision of sewage treatment, water supply, reclaimed water, construction, and technical and consulting services. The coverage of the BEWG Group's water plants has extended to 19 provinces, two autonomous regions and four municipalities across the PRC. As at 30 June 2016, the BEWG Group had entered into service concession arrangements for a total of 391 water plants including 282 sewage treatment plants, 100 water distribution plants, eight reclaimed water treatment plants and one seawater desalination plant. The total daily design capacity of the BEWG Group's operating water plants reached 24.9 million tonnes as at 30 June 2016, compared to 24.6 million tonnes as at 31 December 2015. The BEWG Group's construction projects generally entail the construction of infrastructure such as water tanks, water and sewage pipelines and sewage treatment and water supply plants on a Build-Operate-Transfer basis. In addition, the BEWG Group owns and operates water supply plants and sewage treatment plants in Malaysia and Portugal.

As of 31 December 2015, the BEWG Group's total assets and total liabilities were H.K.\$64,491.7 million and H.K.\$44,201.3 million, respectively, and as of 31 December 2014, the BEWG Group's total assets and liabilities were H.K.\$51,640.8 million and H.K.\$32,552.1 million, respectively. For the year ended 31 December 2015, the BEWG Group's total revenue, profit from operating activities and profit for the year amounted to H.K.\$13,503.0 million, H.K.\$4,263.5 million and H.K.\$2,767.8 million, respectively, and for the year ended 31 December 2014, the BEWG Group's total revenue, profit from operating activities and profit for the year amounted to H.K.\$8,925.9 million, H.K.\$3,473.1 million and H.K.\$2,073.3 million, respectively.

As of 30 June 2016, the BEWG Group's total assets and total liabilities were H.K.\$71,536.6 million and H.K.\$50,426.8 million, respectively. For the six months ended 30 June 2016, the BEWG Group's total revenue, profit from operating activities and profit for the period amounted to H.K.\$7,851.6 million, H.K.\$2,486.2 million and H.K.\$1,751.2 million, respectively.

The BEWG Group's latest financial information is published on their website and on the HKSE website.

Management of the Company

Board of Directors

BEWG's Board of Directors consists of 15 Directors. All Directors had entered into letters of appointment with BEWG for a term of three years but are subject to retirement by rotation and re-election in accordance with the bye-laws of BEWG.

The Directors of the Company as at 30 June 2016 are set forth below:

<u>Name</u>	<u>Position</u>
Li Yongcheng	Executive Director, Chairman
E Meng	Executive Director, Vice Chairman
Jiang Xinhao	Executive Director
Zhou Min	Executive Director, Chief Executive Officer
Li Haifeng	Executive Director
Zhang Tiefu	Executive Director
Qi Xiaohong	Executive Director
Ke Jian	Executive Director
Tung Woon Cheung Eric	Executive Director
Li Li	Executive Director
Shea Chun Lok Quadrant	Independent Non-executive Director
Zhang Gaobo	Independent Non-executive Director
Guo Rui	Independent Non-executive Director
Hang Shijun	Independent Non-executive Director
Wang Kaijun	Independent Non-executive Director

The biographies of the Directors of the Company are set forth below.

Li Yongcheng

Li Yongcheng, aged 54, was appointed as the chairman and an executive director of the Company on 29 October 2014. He is also the chairman of the nomination committee of the Company. He is currently vice chairman and executive deputy general manager of Beijing Enterprises Group Company Limited. He was re-designated as executive director and vice chairman of the board of directors of Beijing Enterprises Holdings Limited on 16 March 2016. He is a senior engineer and graduated from Wuhan University of Science and Technology with a master's degree in environmental engineering, and subsequently obtained an EMBA degree from Guanghua School of Management of Peking University. He previously assumed various positions of deputy general manager, vice chairman and general manager with Beijing Gas Group Co., Ltd., and was vice president of Beijing Enterprises Holdings Limited. He possesses extensive experience and professional expertise in the public utilities industry, and also has plenty of experience in enterprise operations and capital operations.

E Meng

E Meng, aged 57, was appointed as an executive director of the Company in February 2008 and the vice chairman of the Company in April 2013. He serves as a vice general manager and the chief financial officer of Beijing Enterprises Group Company Limited. He is also an executive director and an executive vice president of Beijing Enterprises Holdings Limited and the chairman and an executive director of Beijing Development (Hong Kong) Limited. He graduated from China Science and Technology University with a master's degree in engineering and subsequently obtained an EMBA degree from The Hong Kong University of Science and Technology. He is a PRC senior accountant with the qualifications of PRC certified accountant, asset appraiser, certified real estate appraiser and tax appraiser. From 1988 to 1997, he was the deputy director of Beijing New Technology Development Zone and concurrently acting as the director of the Department of Financial Auditing, the

general manager of Investment Operation Company, the chief accountant of Beijing Tianping Accounting Firm and the deputy director of the State-owned Assets Management Office of Beijing Haidian District. From September 2004 to August 2015, he was an independent non-executive director of New Silkroad Culturaltainment Limited (formerly known as JLF Investment Company Limited). He has extensive experience in economics, finance and enterprise management.

Jiang Xinhao

Jiang Xinhao, aged 51, was appointed as an executive director of the Company in June 2008. He serves as a vice general manager of Beijing Enterprises Group Company Limited, an executive director and vice president of Beijing Enterprises Holdings Limited and an executive director of Beijing Properties (Holdings) Limited. He is also a non-executive director of China Gas Holdings Limited. He graduated from Fudan University in 1987 with a bachelor's degree in law, and then in 1992 with a master's degree in law. He was a lecturer at Peking University between 1992 and 1994. From 1995 to 1997, he was a deputy general manager of Jingtai Finance Company in Hong Kong, and subsequently a director and vice president of BHL Industrial Investment Company. From 1997 to February 2005, he was a director and the chief executive officer of Tramford International Limited, a public company listed on Nasdaq. He was a manager of the investment development department of Beijing Holdings Limited and a general manager of Beijing BHL Investment Center between May 2000 and February 2005. He has many years of experience in economics, finance and corporate management.

Zhou Min

Zhou Min, aged 52, was appointed as an executive director of the Company in August 2008. He graduated with an EMBA from the Tsinghua University and is the vice chairman of Mianyang Zhejiang Chamber of Commerce (綿陽市浙江商會). He previously worked in the People's Bank of China, Yongkang Branch of Zhejiang Province (浙江省人民銀行永康支行), the Industrial and Commercial Bank of China, Yongkang Branch of Zhejiang Province (浙江省工商銀行永康支行), and was the chairman of Beijing Jingsheng Investment Company Limited (北京景盛投資有限公司). He is now the chairman of BEWG Environmental Group Co., Ltd.

Li Haifeng

Li Haifeng, aged 45, was appointed as an executive director and a vice president of the Company in August 2008. He graduated with a bachelor's degree in Law from the Peking University. He was an assistant to the president of Founder Group (方正集團) and the executive vice president of Founder Xintiandi Software Technology Co. Ltd. (方正新天地軟件科技有限公司). He is now the chairman of the Supervisory Committee of BEWG Environmental Group Co., Ltd., responsible for exploring business opportunities in the water market in the PRC. He is currently the chairman and an executive director of Carry Wealth Holdings Limited. During the period from April 2010 to April 2013, he was an independent non-executive director of Huarong International Financial Holdings Limited (formerly known as Simsen International Corporation Limited). Both Carry Wealth Holdings Limited and Huarong International Financial Holdings Limited are listed on The Stock Exchange of Hong Kong Limited.

Zhang Tiefu

Zhang Tiefu, aged 53, was appointed as an executive director and a vice president of the Company in April 2009. He graduated from Jilin Industrial Institute with a bachelor's degree of engineering in 1983. He further studied business administration in the University of International Business and Economics in 1998. He has been awarded the titles of senior engineer and senior international finance manager. He served as the senior manager in China Nation Printing Materials Corporation (中國印刷物資總公司) in 1986. He joined Beijing Enterprises Holdings Limited as manager in 2001, and is concurrently acting director and a general manager of Beijing Bei Kong Water Production Co., Ltd. (北京北控制水有限公司) and a director of Beijing Yanjing Beer Co., Ltd. (北京燕京啤酒有限公司). He has extensive experience in economics, market development and corporate management. He joined the Company in April 2009.

Qi Xiaohong

Qi Xiaohong, aged 48, was appointed as an executive director of the Company in May 2008 and a member of the remuneration committee of the Company. She graduated from Capital Normal University with a bachelor's degree in legal studies and subsequently obtained a master's degree in economic management at Capital University of Economics and Business. She has worked for the Beijing Municipal Government for many years. She joined Beijing Enterprises Holdings Limited in 1997 and is now a vice president of Beijing Enterprises Holdings Limited, responsible for corporate administration and human resources management.

Ke Jian

Ke Jian, aged 47, was appointed as an executive director of the Company in June 2011 and is the vice president of Beijing Enterprises Holdings Limited and a vice chairman, chief executive officer and an executive director of Beijing Development (Hong Kong) Limited. He is a PRC Senior Accountant, Certified Tax Agent and Senior International Finance Manager. He received a bachelor's degree in economics from Beijing College of Finance and Commerce and a MBA degree from Murdoch University, Australia. He has extensive experience in finance and corporate administration.

Tung Woon Cheung Eric

Tung Woon Cheung Eric, aged 45, was appointed as an executive director of the Company in August 2011. He is the chief financial officer and company secretary of the Company. He is also the assistant president and general manager of the finance department of Beijing Enterprises Holdings Limited, a company listed on the Main Board of the HKSE, the company secretary of Biosino Bio-Technology and Science Incorporation, a company listed on growth enterprise market of the HKSE and an independent non-executive director of South China Financial Holdings Limited and GR Properties Limited, both of which are listed on the Main Board of the HKSE. He graduated from York University, Toronto, Canada with a bachelor's honours degree in administrative studies. He is a Hong Kong Certified Public Accountant and a U.S. licensed practice Certified Public Accountant.

Li Li

Li Li, aged 50, was appointed as an executive director of the Company in February 2014, he is a Senior Engineer and qualified Senior Project Manager. He joined the Company in October 2010 and is currently an executive vice president of the Company. He graduated from Xian Jiaotong University in mechanical engineering and is currently undertaking a PhD study in engineering at School of Environment, Tsinghua University. Prior to joining the Company, he was a senior engineer, a technical quality director and vice president of the First Design & Research Institute. He served in various key positions of 北京桑德環保集團有限公司 (Beijing Sound Environmental Group Company Limited) from 2001 to 2010. He has extensive experience in investment, construction and operation in the water industry.

Shea Chun Lok Quadrant

Shea Chun Lok Quadrant, aged 49, was appointed as an independent non-executive director of the Company in April 2002. He is also the chairman of the audit committee of the Company. He is currently an independent non-executive director of Hi-Level Technology Holdings Limited. He graduated from Monash University of Australia with a bachelor's degree in Business and later completed a postgraduate programme of Public Finance (Taxation) and obtained a Master degree in Economics from Jinan University of China. He is also a fellow member of CPA Australia, a member of Chartered Institute of Management Accountants of United Kingdom, Institute of Singapore Chartered Accountant, Chartered Global Management Accountant, Hong Kong Institute of Certified Public Accountants and The Taxation Institution of Hong Kong. He is a Certified Tax Adviser of Hong Kong and China Tax Committee member of the Taxation Institute of Hong Kong and has obtained a

Certificate of Pass in Practice Training Examination for Hong Kong Certified Tax Advisers serving in Shenzhen-Hong Kong Modern Service Industry Cooperation Zone, Qianhai, Shenzhen jointly issued by Shenzhen Municipal Office of the State Administration of Taxation and Shenzhen Local Taxation Bureau. He currently serves as chief financial officer and company secretary of China City Construction Group Holdings Limited. He has been working as a company secretary and qualified accountant in various Hong Kong main board listed companies for many years. He has substantial experience as a financial controller of listed companies.

Zhang Gaobo

Zhang Gaobo, aged 51, was appointed as an independent non-executive director of the Company in May 2008. He is also a member of each of the audit committee and the nomination committee and chairman of the remuneration committee of the Company. He obtained a bachelor's degree in science from Henan University in 1985 and later graduated from Peking University with a master's degree in Economics in 1988. From 1988 to 1991, he was a deputy chief of the policy division of the Hainan Provincial Government. From 1991 to 1993, he was the deputy chief of Financial Markets Administration Committee of PBOC Hainan Branch. From 1992 to 1994, he was the chairman of Hainan Stock Exchange Centre. Since 1993, he has been a founding partner and chief executive officer of Oriental Patron Financial Group and is responsible for its overall general management and business development. He is also an executive director and the chief executive officer of OP Financial Investments Limited, a company listed on the HKSE and a non-executive director of Vimetco N.V., a company listed on the London Stock Exchange. He has taken up the role to serve as the Secretary-General of the South-South Asia-Pacific Finance Centre, an NGO under the UN framework established for the promotion of South South Cooperation.

Guo Rui

Guo Rui, aged 48, was appointed as an independent non-executive director of the Company in May 2008. He is also a member of each of the audit committee, the remuneration committee and the nomination committee of the Company. He is the president of Paragon Investment Co. Ltd., an investment management organisation that invests in the real estate, clean energy, healthcare and pharmaceuticals, biotechnology, financial institutes, mining and manufacturing sectors. He was a former senior consultant of Arthur Andersen LLC from 1999 to 2001. He holds a bachelor's degree from Peking University and a master's degree from Northwestern University, U.S.A.

Hang Shijun

Hang Shijun, aged 74, was appointed as an independent non-executive director of the Company in August 2008. She graduated from the Beijing Industrial University majoring in Water Supply and Drainage in 1963 and then worked in Beijing Municipal Planning Authority (北京市規劃管理局) from 1963 to 1965. During the period from 1983 to 1985, She studied in the department of environmental & sanitary engineering, graduate school of engineering (currently known as department of environmental engineering, graduate school of engineering) in Kyoto University in Japan. She has been working in the Beijing General Municipal Engineering Design & Research Institute Co., Ltd. (北京市市政工程設計研究總院有限公司) since 1966, serving in various positions such as head of design department, chief engineer of design department and vice chief engineer of the institute, and is now the chief technology officer of its project centre. She is an expert in sewage treatment, solid wastes treatment and disposal as well as recycled water (reused water) technology and project.

Wang Kaijun

Wang Kaijun, aged 55, was appointed as an independent non-executive director of the Company in August 2008. He holds a Doctorate degree from the Environmental Technology Department of the Wageningen Agricultural University in the Netherlands. He was previously appointed as the chief engineer of Beijing Municipal Environmental Protection Technology Research Centre (北京市環境保護科學研究院). He is currently working as a professor in School of Environment, Tsinghua

University (清華大學環境學院), is a member of Committee of Science and Technology in the Ministry of Environmental Protection and the director of State Environment Engineering Center for Technology Management and Evaluation. He has been engaged and experienced in the relevant research, development and industrialisation of sewage pollution control technologies and the evaluation of policy-making over the years. He has had many achievements and made demonstration cases on the hydrolysis-aerobic process theory, aerobic and anaerobic reactor theory and design, development and application of sewage sludge treatment and disposal technologies, planning and management of state environment protection administration system, etc. He also developed the research fields on municipal sewage hydrolysis-aerobic treatment process, high performance anaerobic reactors, sewage sludge treatment and disposal, livestock dejection treatment and rural environmental protection in mainland China.

Board Committees

The Board has established three board committees to strengthen its functions and corporate governance practices, namely the audit committee, nomination committee and remuneration committee. The committees and their respective members are set forth below:

Audit Committee

<u>Name</u>	<u>Position</u>
Shea Chun Lok Quadrant	Chairman, Audit Committee
Zhang Gaobo	Audit Committee
Guo Rui	Audit Committee

Nomination Committee

<u>Name</u>	<u>Position</u>
Li Yongcheng	Chairman, Nomination Committee
Zhang Gaobo	Nomination Committee
Guo Rui	Nomination Committee

Remuneration Committee

<u>Name</u>	<u>Position</u>
Zhang Gaobo	Chairman, Remuneration Committee
Guo Rui	Remuneration Committee
Qi Xiaohong	Remuneration Committee

Substantial Shareholders

Set out below are the substantial shareholders of BEWG (being any person who has an interest or interests in 5 per cent. or more of any class of voting shares in BEWG) as at 31 December 2015:

<u>Name of Shareholder</u>	<u>No. of Ordinary Shares Held</u>	<u>Percentage</u>
Beijing Enterprises Group Company Limited	3,824,877,831	43.85
Beijing Enterprises Holdings Limited	3,824,367,831	43.84

Market Price Information

The Shares are currently listed on the Main Board of the HKSE. The table below sets forth, for the periods indicated, the high and low quoted prices per Share in H.K.\$ for Shares on the HKSE, the average daily trading volume of the Shares on the HKSE and the high and low of the Hang Seng Composite Index.

	Price per Share ⁽¹⁾		Average daily trading volume (in thousands of Shares)	Hang Seng Composite Index	
	High	Low		High	Low
2013					
First Quarter	2.52	1.94	16,966	23,822.06	22,041.86
Second Quarter	2.94	2.20	24,775	23,493.03	19,813.98
Third Quarter	3.37	2.84	22,712	23,502.51	20,147.31
Fourth Quarter	4.87	3.33	36,742	24,038.55	22,463.83
2014					
First Quarter	5.73	4.03	30,787	23,340.05	21,182.16
Second Quarter	5.47	4.23	19,838	23,319.17	21,746.26
Third Quarter	5.59	4.93	13,367	25,317.95	22,932.98
Fourth Quarter	5.56	4.61	16,433	24,111.98	22,585.84
2015					
First Quarter	5.37	4.28	25,505	24,909.90	23,485.41
Second Quarter	7.12	5.38	28,093	28,442.75	25,082.75
Third Quarter	6.38	5.01	17,994	26,282.32	20,556.60
Fourth Quarter	6.59	5.18	20,937	23,151.94	21,274.37
2016					
First Quarter	5.39	3.55	30,698	21,327.12	18,319.58
Second Quarter	5.36	4.30	19,363	21,622.25	19,694.33

Note:

(1) Price per share in H.K.\$ (as quoted on HKSE).

The closing price for the Shares on 19 September 2016 was H.K.\$5.52 per Share on HKSE.

Description of shares of BEWG

The discussion below provides information about the shares of BEWG, the main provisions of BEWG's Articles of Association, the applicable laws of Bermuda and any relevant Hong Kong Ordinance. This description is a summary only and is qualified by reference to BEWG's Articles of Association, the applicable laws of Bermuda and any relevant Hong Kong Ordinance.

For the purposes of these extracts, references to the "Company" are references to "BEWG", and references to "shares" are to ordinary shares of BEWG.

Share Capital

The authorised share capital of BEWG is H.K.\$1,500,000,000 consisting of 15 billion ordinary shares with par value of H.K.\$0.10 per share. As at 30 June 2016, 8.7 billion shares had been issued.

Ordinary Shares

The Companies Act 1981 of Bermuda as amended, supplemented or otherwise modified from time to time (the "Companies Act") provides that where a company issues shares at a premium, whether for cash or otherwise, a sum equal to the aggregate amount or value of the premiums on those shares shall be transferred to an account, to be called the "share premium account", to which the provisions of the Companies Act relating to a reduction of share capital of a company shall apply as if the share

premium account were paid up share capital of the company except that the share premium account may be applied by the company:

- (i) in paying up unissued shares of the company to be issued to members of the company as fully paid bonus shares;
- (ii) in writing off:
 - (aa) the preliminary expenses of the company; or
 - (bb) the expenses of, or the commission paid or discount allowed on, any issue of shares or debentures of the company; or
- (iii) in providing for the premiums payable on redemption of any shares or of any debentures of the company.

In the case of an exchange of shares the excess value of the shares acquired over the nominal value of the shares being issued may be credited to a contributed surplus account of the issuing company.

The Companies Act permits a company to issue preference shares and subject to the conditions stipulated therein to convert those preference shares into redeemable preference shares.

The Companies Act includes certain protections for holders of special classes of shares, requiring their consent to be obtained before their rights may be varied. Where provision is made by the memorandum of association or bye-laws for authorising the variation of rights attached to any class of shares in the company, the consent of the specified proportions of the holders of the issued shares of that class or the sanction of a resolution passed at a separate meeting of the holders of those shares is required, and where no provision for varying such rights is made in the memorandum of association or bye-laws and nothing therein precludes a variation of such rights, the written consent of the holders of three-fourths of the issued shares of that class or the sanction of a resolution passed at a meeting at which the necessary quorum is two persons holding or representing by proxy one-third of the issued shares of the class is required.

Dividends

Subject to the Companies Act and the Company's bye-laws, the Company in general meeting may declare dividends, in any currency, to be paid to the members according to their rights and privileges in the profits available for distribution. No dividend shall be declared or paid and no distribution of contributed surplus shall be made otherwise than in accordance with Bermuda law. No dividend shall be paid otherwise than out of profits available for distribution and no dividend shall exceed the amount recommended by the Directors.

A company may not declare or pay a dividend, or make a distribution out of contributed surplus, if there are reasonable grounds for believing that (i) the company is, or would after the payment be, unable to pay its liabilities as they become due; or (ii) the realisable value of the company's assets would thereby be less than its liabilities. Contributed surplus is defined for purposes of section 54 of the Companies Act to include the proceeds arising from donated shares, credits resulting from the redemption or conversion of shares at less than the amount set up as nominal capital and donations of cash and other assets to the company.

Liquidation or other Return of Capital

If the Company is wound up and the assets available for distribution among the members as such are insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding-up on the shares held by them respectively. If in a winding-up the assets available for distribution among the members are more than sufficient to

repay the whole of the capital paid up at the commencement of the winding-up, the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding-up paid up by them respectively. The foregoing shall not add to or detract from the rights of the holders of shares issued upon special terms and conditions.

Minority Rights

Class actions and derivative actions are generally not available to shareholders under the laws of Bermuda. The Bermuda courts, however, would ordinarily be expected to permit a shareholder to commence an action in the name of a company to remedy a wrong done to the company where the act complained of is alleged to be beyond the corporate power of the company or is illegal or would result in the violation of the company's memorandum of association and bye-laws. Furthermore, consideration would be given by the court to acts that are alleged to constitute a fraud against the minority shareholders or, for instance, where an act requires the approval of a greater percentage of the company's shareholders than actually approved it.

SUBSCRIPTION AND SALE

Under the terms and conditions contained in a Certificate Subscription Agreement dated 31 August 2016 (the “**Certificate Subscription Agreement**”) between CIMB Bank (L) Limited, and Deutsche Bank AG, Hong Kong Branch and Merrill Lynch (Singapore) Pte. Ltd. (the “**Joint Lead Managers**”), the Obligor and the Issuer, the Issuer has agreed to issue and sell to the Joint Lead Managers U.S.\$398,800,000 Nominal Value of the Certificates. Subject to certain conditions, the Joint Lead Managers have severally agreed to purchase or procure purchasers for all the Nominal Value of the Certificates.

The Certificate Subscription Agreement provides that the obligations of the Joint Lead Managers to pay for and accept delivery of the Certificates are subject to the approval of certain legal matters by their counsel and certain other conditions. Pursuant to the Certificate Subscription Agreement, the Issuer will pay certain arrangement fees and selling commissions in respect of the issue and sale of the Certificates.

The Joint Lead Managers propose to offer the Certificates initially at the offering price on the cover page of this Offering Circular.

Each of the Issuer and the Obligor has agreed to indemnify the Joint Lead Managers against liabilities incurred in respect of the offering of the Certificates.

The Certificates are a new issue of securities for which there currently is no market. The Joint Lead Managers have advised the Issuer that they intend to make a market in the Certificates as permitted by applicable law. They are not obligated, however, to make a market in the Certificates and any market-making may be discontinued at any time at their sole discretion. Accordingly, no assurance can be given as to the development or liquidity of any market for the Certificates.

Each Joint Lead Manager or its affiliates may purchase the Certificates or Shares (the “**Securities**”) for its own account or enter into secondary market transactions or derivative transactions relating to the Securities, including, without limitation, purchase, sale (or facilitation thereof), stock borrowing or credit or equity-linked derivatives such as asset swaps, repackagings and credit default swaps, at the same time as the offering of the Certificates. Such transactions may be carried out as bilateral trades with selected counterparties and separately from any existing sale or resale of the Securities to which this Offering Circular relates (notwithstanding that such selected counterparties may also be a purchaser of the Securities). As a result of such transactions, a Joint Lead Manager or its affiliates may hold long or short positions relating to the Securities. Each of the Joint Lead Managers and its affiliates may also engage in investment or commercial banking and other dealings in the ordinary course of business with the Issuer or its affiliates from time to time and may receive fees and commissions for these transactions. In addition to the transactions noted above, each Joint Lead Manager and its affiliates may, from time to time after completion of the offering of the Certificates, engage in other transactions with, and perform services for, the Issuer or its affiliates in the ordinary course of their business. Each Joint Lead Manager or its affiliates may also purchase Securities for asset management and/or proprietary purposes but not with a view to distribution or may hold Securities on behalf of clients or in the capacity of investment advisors. While each Joint Lead Manager and its affiliates have policies and procedures to deal with conflicts of interests, any such transactions may cause a Joint Lead Manager or its affiliates or its clients or counterparties to have economic interests and incentives which may conflict with those of an investor in the Securities. Each Joint Lead Manager may receive returns on such transactions and has no obligation to take, refrain from taking or cease taking any action with respect to any such transactions based on the potential effect on a prospective investor in the Securities.

Lock Up

Pursuant to the Certificate Subscription Agreement, each of the Issuer and the Obligor has agreed that it will not, and the Obligor agrees that it shall procure that its subsidiaries will not, prior to the expiry of 90 days following the date of the Certificate Subscription Agreement, unless otherwise agreed by

the Joint Lead Managers, offer, sell, transfer or otherwise dispose of or procure the sale, transfer or disposition of any Shares or any securities convertible into or exchangeable for or carrying rights to acquire Shares, or enter into or procure the entry into any derivative transaction that has the economic effect of such sale, transfer or disposition, whether settled in cash or otherwise, without the prior written consent of the Joint Lead Managers (“**Lock Up**”).

The Lock Up does not apply to (i) the issuance of Certificates and the delivery of Shares upon exchange of the Certificates contemplated under the Certificate Subscription Agreement, the Purchase Undertaking or the Share Settlement Deed, as the case may be (including delivery pursuant to the terms and conditions of such issue), (ii) transactions that have been publicly announced prior to the date of the Certificate Subscription Agreement, (iii) the exercise of publicly-announced existing options (including warrants) by the Issuer, the Obligor or the Obligor’s subsidiaries, in relation to securities of the Company, (iv) any transfers of Shares within the Khazanah Group, or (v) any securities lending arrangements or any equity swap transactions to be entered into by Khazanah and any one or more of the Joint Lead Managers (or their related entities).

Selling Restrictions

United States of America

The Certificates and the Shares to be delivered upon exchange of the Certificates have not been and will not be registered under the Securities Act and may not be offered or sold within the United States of America or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Each Joint Lead Manager has agreed that, except as permitted by the Certificate Subscription Agreement, it will not offer or sell the Certificates or Shares to be delivered upon exchange of the Certificates (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Closing Date, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Certificates during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Certificates, within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

The Certificates are being offered and sold, outside of the United States to non-U.S. persons in reliance on Regulation S.

In addition, until 40 days after the commencement of the offering, an offer or sale of the Certificates or Shares to be delivered upon exchange of the Certificates within the United States of America by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

United Kingdom

Each Joint Lead Manager has represented, warranted and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Certificates in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Certificates in, from or otherwise involving the United Kingdom.

European Union and European Economic Area (excluding the United Kingdom)

Each Joint Lead Manager has represented, warranted and agreed that no offers or sales of the Certificates may be made in any jurisdiction within the European Union or any member of the European Economic Area other than the United Kingdom.

Switzerland

This Offering Circular is not intended to constitute an offer or solicitation to purchase or invest in any Certificates. The Certificates may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland and will not be listed on the SIX Swiss Exchange Ltd. or on any other exchange or regulated facility in Switzerland. Neither this Offering Circular nor any other offering or marketing material relating to the Certificates constitutes a prospectus as such term is understood pursuant to article 652a or article 1156 of the Swiss Code of Obligations or a listing prospectus within the meaning of the listing rules of the SIX Swiss Exchange Ltd. or any other exchange or regulated facility in Switzerland, and neither this Offering Circular nor any other offering or marketing material relating to the Certificates may be publicly distributed or otherwise made publicly available in Switzerland.

Malaysia

Each Joint Lead Manager has:

- (a) acknowledged that the issue of, offer for subscription or purchase of, or invitation to subscribe for or purchase the Certificates may only be made exclusively:
 - (i) at the primary level to (1) persons in Labuan or outside Malaysia or entities established or registered under the laws of Labuan and (2) persons falling within the categories of excluded offers or invitations of securities and excluded offers or invitations of sukuk set out in section 13(5)(a) and section 13(5)(b) of the LIFSSA; and
 - (ii) at the secondary level to persons falling within the categories of excluded offers or invitations of securities set out in section 13(5)(a) of the LIFSSA; and
- (b) represented, warranted and agreed that it has not offered, sold or issued an invitation to purchase or subscribe and will not offer, sell or issue an invitation to purchase or subscribe, the Certificates, and that it has not circulated or distributed and will not circulate or distribute this Offering Circular or any other offering document or material relating to the Certificates, directly or indirectly, to persons or parties other than those described in (a) above.

Japan

The Certificates have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the “**Financial Instruments and Exchange Act**”). Accordingly, each Joint Lead Manager has represented, warranted and agreed that it has not, directly or indirectly, offered or sold, and will not directly or indirectly, offer or sell any Certificates in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except (1) pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act of Japan and (2) in compliance with any other relevant laws and regulations of Japan.

Hong Kong

Each Joint Lead Manager has represented, warranted and agreed that it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of

issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Certificates, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Certificates which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) and any rules made under that Ordinance.

Singapore

Each Joint Lead Manager has acknowledged that this Offering Circular has not been, and will not be, registered as a prospectus with the Monetary Authority of Singapore (“MAS”). Accordingly, each Manager has represented, warranted and agreed that it has not offered or sold any Certificates or caused such Certificates to be made the subject of an invitation for subscription or purchase and will not offer or sell such Certificates or cause such Certificates to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Certificates, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (“SFA”), (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

This Offering Circular has not been registered as a prospectus with the MAS. Accordingly, this Offering Circular and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of any Certificates may not be circulated or distributed, nor may any Certificates be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the SFA, (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Certificates are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Certificates pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from, an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law;

- (4) as specified in Section 276(7) of the SFA; or
- (5) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

United Arab Emirates (excluding the Dubai International Financial Centre)

Each Joint Lead Manager has represented, warranted and agreed that the Certificates have not been and will not be offered, sold or publicly promoted or advertised by it in the United Arab Emirates other than in compliance with any laws applicable in the United Arab Emirates governing the issue, offering and sale of securities.

Dubai International Financial Centre

Each Joint Lead Manager has represented, warranted and agreed that it has not offered and will not offer the Certificates to any person in the Dubai International Financial Centre unless such offer is:

- (a) an “Exempt Offer” in accordance with the Markets Rules (MKT) Module of the DFSA Rulebook; and
- (b) made only to persons who meet the Professional Client criteria set out in Rule 2.3.2 of the DFSA Conduct of Business Module of the DFSA rulebook.

State of Qatar

Each Joint Lead Manager has represented, warranted and agreed that it has not offered or sold, and will not offer or sell any Certificates in Qatar (including the Qatar Financial Centre), except: (a) in compliance with all applicable laws and regulations of Qatar; and (b) through persons or corporate entities authorised and licensed to provide investment advice and/or engage in brokerage activity and/or trade in respect of foreign securities in Qatar.

General

No action has been taken by the Issuer or the Obligor or the Joint Lead Managers that would, or is intended to, permit a public offer of the Certificates in any country or jurisdiction where any such action for that purpose is required. Accordingly, each Joint Lead Manager has undertaken that it will not, directly or indirectly, offer or sell any Certificates or distribute or publish any offering circular, prospectus, form of application, advertisement or other document or information in any country or jurisdiction except under circumstances that will, to the best of its knowledge and belief, result in compliance with any applicable laws and regulations and all offers and sales of Certificates by it will be made on the same terms.

Purchasers of the Certificates may be required to pay stamp taxes and other charges in compliance with the laws and practices of the country of purchase in addition to the price to investors on the cover page of this Offering Circular.

Purchasers of the Certificates are recommended to consult their professional advisers if they are in any doubt as to the regulatory implications of subscribing for, purchasing, holding, disposing of or otherwise dealing in the Certificates.

TAXATION

The description below is of a general nature and is only a summary of the law and practice currently applicable in Labuan and Malaysia. Prospective investors should consult their own professional advisers on the relevant taxation considerations applicable to the acquisition, holding and disposal of the Certificates and the receipt of distributions.

Malaysia

Income Taxes / Withholding Taxes

As the Issuer is incorporated under the Labuan Companies Act 1990, any payment by the Issuer on the Certificates to non-resident holders will not be subject to income tax or withholding tax in Malaysia by virtue of a specific tax exemption provided that such non-resident holders are not licensed to carry on a business under the Financial Services Act 2013 or the Islamic Financial Services Act 2013. In addition, any proceeds and gains from the sale or transfer of the Certificates by non-resident holders would not be subject to Malaysian income tax or withholding tax. Under Malaysian revenue law, a company is regarded as a “non-resident” if the management and control of its affairs are not exercised in Malaysia at any time by its directors or other controlling authority. The rules regarding the residency status of individuals are complex but are generally based upon the length of time spent in Malaysia.

Capital Gains

The issuance, disposition, redemption or transfer of the Certificates outside Malaysia will not give rise to any capital gains tax in Malaysia. Payments of or in respect of nominal value and profit on the Certificates, and any capital gains realised on the sale or exchange of the Certificates, are not subject to the payment of any repatriation levy under Malaysia’s exchange control measures.

Gift or Inheritance Tax

There is neither gift nor inheritance tax in Malaysia.

Stamp Duty

All instruments relating to the issuance, redemption, sale or transfer of the Certificates will not give rise to any stamp duty in Malaysia except that each of the Purchase Undertaking, the Costs Undertaking Deed, the Cash Settlement Deed and/or the Share Settlement Deed, the Obligor Power of Attorney and the Obligor Undertaking is subject to insubstantial stamp duty in Malaysia, payable within thirty days of its execution, if it is executed in Malaysia, or within thirty days after it has first been received in Malaysia, if it is executed out of Malaysia.

GENERAL INFORMATION

Authorisation

1. The issue of the Certificates and matters in connection with the issuance thereof were duly authorised by the respective resolutions of the Board of Directors and shareholders of the Issuer on 20 July 2016. The Issuer obtained all necessary consents, approvals and authorisations in connection with the issuance of the Certificates. The undertakings of the Obligor were duly authorised by a resolution of the Board of Directors of the Obligor on 21 June 2016.

Listing

2. Approval in-principle has been received from the SGX-ST for the listing of, and quotation for, the Certificates on the SGX-ST. The Certificates will be traded on the SGX-ST in a minimum board lot size of U.S.\$200,000 for so long as the Certificates are listed on the SGX-ST.
3. Application has been made to the LFX and Bursa Malaysia (under an exempt regime pursuant to which the Certificates will be listed but not quoted for trading) for the listing of the Certificates.
4. Listing of the Certificates on Bursa Malaysia, the LFX and the SGX-ST is conditional upon satisfaction of the requirements of that exchange.
5. For so long as the Certificates are listed on the SGX-ST and the rules of the SGX-ST so require, the Issuer shall appoint and maintain a paying agent in Singapore, where the Certificates may be presented or surrendered for payment or redemption, in the event that the Certificates are issued in definitive form. In the event that the Certificates are issued in definitive form, and unless the Issuer obtains an exemption from the SGX-ST, the Issuer will make an announcement of such issue through the SGX-ST, and such announcement will include all material information with respect to the delivery of the Certificates in definitive form, including details of the paying agent in Singapore.

Clearing Systems

6. The Certificates have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The ISIN for the Certificates is XS1486565507. The common code for the Certificates is 148656550.

No Significant Change and No Litigation

7. There has been no significant change in the financial or trading position or results of operations of the Issuer since its date of incorporation. The Issuer is not, and has not been, involved in any litigation, arbitration or administrative proceedings which may have, or have had since the date of its incorporation, a significant effect on its financial position nor is the Issuer aware that any such proceedings are pending or threatened.

Accounts

8. The first financial year of the Issuer will end on 31 December 2016. To date, the Issuer has not prepared any audited accounts. The Issuer will prepare annual audited accounts in accordance with generally accepted accounting principles in Malaysia. Copies of the Issuer's annual audited accounts will be available for inspection and obtainable free of charge during normal business hours on any weekday (excluding public holidays) from the registered office of the Issuer. The Issuer has no subsidiaries.

Documents

9. So long as any of the Certificates remains outstanding, copies of the following documents will be available in English for inspection and obtainable free of charge, during normal business hours on any weekday (excluding public holidays) (being between 9:00 a.m. and 3:00 p.m.) (in the case of the documents specified in (i) and (ii) below) from the registered office of the Issuer and (in the case of the documents specified in (ii) below), following prior written request and satisfactory proof of holding, from the specified office of the Principal Agent:
- (i) the constitutional documents of the Issuer, and
 - (ii) the Transaction Documents.

Reliance on Certificates

10. The Trustee may rely without liability to Certificateholders on any certificate prepared by an authorised representative of the Obligor and accompanied by a certificate or report prepared by an internationally recognised firm of accountants or financial advisers or an internationally recognised investment bank or expert pursuant to the Conditions and/or this Trust Deed, whether or not addressed to the Trustee and whether or not the internationally recognised firm of accountants' liability in respect thereof is limited by a monetary cap or otherwise limited or excluded and shall be obliged to do so where the certificate or report is delivered pursuant to the obligation of the Issuer or the Obligor to procure such delivery under the Conditions; any such certificate or report shall be conclusive and binding on the Issuer, the Obligor and the Certificateholders.

If the Trustee, in the exercise of their functions, requires to be satisfied or to have information as to any fact or the expediency of any act, they may call for and accept as sufficient evidence of that fact or the expediency of that act a certificate signed by a Director of the Issuer or a Director of the Obligor as to that fact or to the effect that, in their opinion, that act is expedient and the Trustee need not call for further evidence and will not be responsible for any loss occasioned by acting on such a certificate.

Other Relationships

11. The Joint Lead Managers and certain of their affiliates may have performed commercial banking, investment banking, advisory and other services (including, but not limited to, services in relation to the Shares) for Khazanah and other entities within the Khazanah Group from time to time for which they received customary fees and expenses. The Joint Lead Managers may, from time to time trade in, or have dealings in relation to, the Shares, engage in transactions with, and perform services for, Khazanah and other entities within the Khazanah Group, in the ordinary course of their business.

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