

DATED THIS THE DAY OF 2009

BETWEEN

[PETROSAUDI INTERNATIONAL LTD]

AND

[1MALAYSIA DEVELOPMENT BERHAD]

AND

[ABC PRIVATE LIMITED]

JOINT VENTURE AGREEMENT

TABLE OF CONTENTS

DEFINITIONS AND INTERPRETATIONS	1
JOINT VENTURE	5
SHARE CAPITAL.....	6
VARIATION IN CAPITAL STRUCTURE.....	8
MEMORANDUM AND ARTICLES OF ASSOCIATION.....	8
OBLIGATIONS OF PARTIES	8
REGISTERED OFFICE, SECRETARY, AUDITORS, FINANCIAL YEAR, ACCOUNTS	8
DIRECTORS AND BOARD MEETINGS	9
SHAREHOLDERS MEETINGS	11
MANAGEMENT OF THE COMPANY.....	12
SENIOR MANAGEMENT.....	15
EXECUTIVE COMMITTEE.....	15
DIVIDEND POLICY.....	17
ACCOUNTING MATTERS.....	18
BANK ACCOUNT.....	18
BANK FACILITIES.....	18
DEADLOCK.....	18
RESTRICTION ON TRANSFER OF SHARES	19
TRANSFERS TO RELATED CORPORATION.....	20
[PRESCRIBED PRICE.....	21
GENERAL REPRESENTATIONS AND WARRANTIES	21
TERM OF AGREEMENT.....	21
TERMINATION.....	22
CONSEQUENCE OF TERMINATION.....	22
TERMS APPLICABLE UPON TERMINATION	23
CONFIDENTIALITY	23
KNOW-HOW AND INTELLECTUAL PROPERTY	23
MUTUAL TRUST AND OBLIGATIONS.....	23
NON-ASSIGNMENT	24
LANGUAGE.....	24
NOTICES	24
GOVERNING LAW	25
ARBITRATION.....	25
WAIVER.....	25
AMENDMENT AND PRIOR AGREEMENT	25
SEVERANCE.....	26
FORCE MAJEURE.....	26
PARTNERSHIP	26
COSTS	26
SUCCESSORS IN TITLE AND ASSIGNS	26
COUNTERPARTS	26
ANNEXURE I.....	28
SCHEDULE 1	29

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT is made the day of 2009

BETWEEN

[**PETROSAUDI INTERNATIONAL LTD**], a corporation incorporated and validly existing under the laws of the Kingdom of Saudi Arabia with its registered office at [] (hereinafter referred to as “**PSI**”);

AND

1MALAYSIA DEVELOPMENT BERHAD (Company. No.: 848230-V), a company incorporated and validly existing under the laws of Malaysia with its registered office at Level 21, Suit 21.01, The Gardens South Tower, Mid Valley City, Lingkaran Syed Putra, 59200, Kuala Lumpur, Malaysia (hereinafter referred to as “**1MDB**”);

AND

[**ABC PRIVATE LIMITED**] [(Company. No.: [•])], a company incorporated and validly existing under the laws of the British Virgin Islands with its registered office at [•] (hereinafter referred to as the “**Company**”).

RECITALS

- A. The Company is a wholly owned subsidiary of PSI which was incorporated on [insert date]. As at the date of the Agreement, PSI had transferred all the legal and beneficial interest in the PSI Assets to the Company.
- B. PSI and 1MDB are desirous of seeking, exploring, entering into and participating in business and economic opportunities within and outside of Malaysia towards the enhancement of and promotion of the future prosperity and economic development of the Kingdom of Saudi Arabia and Malaysia.
- C. In pursuit of the said objectives, 1MDB has agreed to subscribe for and the Company has agreed to issue 1,000,000,000 ordinary shares of USD1.00 each in the Company on the basis that the Company will be owned 60% and 40% by PSI and 1MDB respectively.
- D. PSI and 1MDB are desirous of regulating their joint venture and relationship inter se as shareholders of the Company and to conduct the business and affairs of the Company in the spirit of mutual confidence and co-operation and shall cause the Company to comply with the terms and conditions of this Agreement insofar as they relate to the Company.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definition

In this Agreement unless the context otherwise requires, the following terms and expressions have the following meanings:

“**Appropriate Approvals**” means all such approvals, consents and licences as may be required by applicable laws, policies and

	guidelines for or in connection with any transaction or arrangement contemplated by this Agreement;
“Articles”	means the articles of association of the Company, as amended from time to time;
“Board”	means the board of directors of the Company from time to time constituted in accordance with Clause 8;
“Business”	has the meaning defined in Clause 2.2;
“Business Day”	means a day (other than a Saturday and Sunday) on which commercial banks in Kuala Lumpur, Malaysia are open for business;
“Companies Act”	means the BVI Business Companies Act (No 16 of 2004) of the British Virgin Islands, as amended, consolidated or replaced from time to time;
“Control”	<p>means in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person:</p> <p>(a) by means of the holding of shares, or the exercise of voting power, in or in relation to that or any other body corporate; or</p> <p>(b) by virtue of any powers conferred by the constitutional or corporate documents regulating that or any other body corporate, or any other document</p> <p>and a “Change of Control”, in relation to that body corporate, occurs if a person who Controls it ceases to do so or if another person acquires Control of it;</p>
“Cut-Off Date”	has the meaning ascribed to it in Clause 2.7;
“days”	means calendar days; and “months” and “years” have corresponding meanings;
“Deadlock”	<p>means any of the following situations:</p> <p>(a) where any resolution relating to any Reserved Matter proposed at a meeting of the Board or of the Shareholders (as the case may be) fails to be passed due to a failure to achieve the required votes for the resolution at three consecutive meetings of the Board or the Shareholders (as the case may be); or</p> <p>(b) a quorum cannot be achieved at three successive proposed meetings of the Board or of the Shareholders (as the case may be) to be convened for the purpose of resolving on any Reserved Matter, of which not less than one week’s notice has been given;</p>

“Director”	means any director for the time being of the Company, including, where applicable, any alternate Director;
“Encumbrance”	means and includes any interest or equity of any person (including without prejudice to the generality of the foregoing, any right to acquire an option or right of pre-emption) or any mortgage, charge, pledge, lien or assignment or any other encumbrance, priority or security interest or arrangement of whatsoever nature over or in the relevant property;
“Event of Default”	means any of the following: <ul style="list-style-type: none"> (a) a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed for the winding-up, insolvency, judicial management, administration, reorganisation, reconstruction, dissolution or bankruptcy of any Shareholder or for the appointment of a liquidator, receiver, judicial manager, administrator, trustee or similar officer of the Shareholder over all or any part of its business or assets; (b) any Shareholder stops or suspends payments to its creditors generally or is unable or admits its inability to pay its debts as they fall due or seeks to enter into any composition or other arrangement with its creditors or is declared or becomes bankrupt or insolvent; or if a creditor takes possession of all or any part of the business or assets of the Shareholder or any execution or other legal process is enforced against the business or any substantial asset of the Shareholder and is not discharged within fourteen (14) days; (c) any Shareholder ceases or threatens to cease to carry on its business or any substantial part thereof or if the Shareholder disposes of or threatens to dispose of or any governmental or other authority expropriates or threatens to expropriate all or any substantial part of its business or assets; or (d) a Change in Control in PSI and/or 1MDB;
“Intellectual Property”	means all patents, utility innovations, registered and unregistered trademarks, design rights, copyrights, confidential information, trade secrets, and other industrial and intellectual property rights which are owned, controlled or utilized by the Company (other than any such intellectual property which are the

	property of any third party or either of the Shareholders and which the Company is permitted or licensed to use under a licence or similar arrangement);
“Memorandum and Articles”	memorandum of association and articles of association of the Company, as amended from time to time;
“Parties”	means 1MDB, PS and the Company and “Party” means any one of them, as the case may be;
“Prescribed Price”	means the price calculated in accordance with Clause 20;
“PSI Assets”	means the assets described in Schedule 1;
“Related Corporation”	means, in relation to a corporation: <ul style="list-style-type: none"> (a) a corporation that is the holding company of the first-mentioned corporation; (b) a corporation that is a subsidiary of the first-mentioned corporation; and (c) a corporation that is a subsidiary of a holding company of the first-mentioned corporation, and in this connection, the expressions “subsidiary” and “holding company” shall have the meaning defined in the Companies Act;
“Reserved Matter”	means any of the matters described in Clause 10.3;
“Shareholders”	means shareholders of the Company for the time being and “Shareholder” means any one of them, as the case may be;
“Shares”	means ordinary shares of USD1 (US\$1.00) per share in the capital of the Company; and
“USD or US\$”	means the lawful currency of the United States of America.

1.2 Interpretation

In this Agreement, unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:

- (a) the expression “this Agreement” or any similar expression shall mean this joint venture agreement and any supplemental agreement as may be in force from time to time or at any time;
- (b) references to Recitals, Clauses, Sub-Clauses, Annexures and Schedules are references to any recital, Clause, sub-Clause, annexure and schedule to this Agreement and any reference to this Agreement or any of the provisions hereof includes all amendments

and modifications made to this Agreement from time to time in force;

- (c) words denoting the singular number only shall include the plural number and vice versa;
- (d) words denoting one gender include all other genders and words denoting the singular include the plural and vice versa;
- (e) any reference to a statutory provision includes any modification, consolidation or reenactment thereof for the time being in force, and all statutory instruments or orders made pursuant thereto;
- (f) words denoting persons include corporations, and vice versa and also include their respective estate, personal representatives, successors in title or permitted assigns, as the case may be;
- (g) headings in this Agreement are for convenience only and shall have no legal effect;
- (h) no rule of construction applies to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it;
- (i) if any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day and if any period of time falls on a day which is not a Business Day, then that period is to be deemed to only expire on the next Business Day.

1.3 The Recitals, Annexures and Schedules of and to this Agreement shall have effect and be construed as an integral part of this Agreement but in the event of any conflict or discrepancy between any of the provisions of this Agreement such conflict or discrepancy shall, for the purposes of the interpretation and enforcement of this Agreement, be resolved by:-

- (a) giving the provisions contained in the Clauses of this Agreement priority and precedence over the provisions contained in the Recitals, Annexures and Schedules of and to this Agreement; and
- (b) giving the provisions in the Annexures and Schedules of this Agreement priority and precedence over the provisions contained in the Recitals to this Agreement.

1.4 The headings in this Agreement are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained.

1.5 Time wherever mentioned shall be deemed to be of the essence of this Agreement.

2. JOINT VENTURE

2.1 The Company was incorporated by PSI and has been wholly owned by PSI since [Insert Date] and the Parties agree to use the Company as the corporate vehicle for the joint venture.

2.2 Objectives of the Company

The objectives of the Company are:

- (a) to seek, explore, enter into and participate in business and economic opportunities within and outside of Malaysia; and
- (b) to enhance, strengthen and promote the future prosperity and economic development of Malaysia,

(collectively referred to as “**Business**”).

- 2.3 Each of the Parties shall, immediately upon execution of this Agreement:
- (a) deliver to the other Parties evidence satisfactory to the other Parties of its capacity and authority to enter into this Agreement and to perform its obligations contemplated under this Agreement; and
 - (b) take all necessary steps to obtain the Applicable Approvals for it to perform its obligations under this Agreement, including, in the case of 1MDB, the approval under the relevant exchange control laws for its cash contribution to the capital of the Company pursuant to and in accordance with Clause 3.
- 2.4 PSI hereby represents, warrants and undertakes to 1MDB that there are no claims, actions, proceedings, demands or liabilities existing or threatened against the Company.
- 2.5 In consideration of 1MDB agreeing to use the Company as the corporate vehicle for this joint venture, PSI hereby covenants and agrees to indemnify and keep indemnified 1MDB and to hold 1MDB harmless, to the extent permitted by applicable law, from and against any and all claims, threats, suits, deficiencies, damages, fines, penalties, liabilities, (including without limitation, any income tax liability of the Company), costs and expenses (including without limitation, legal fees, costs and disbursements) incurred, suffered or expended by or threatened against 1MDB resulting directly or indirectly from or arising out of the actions, omissions and neglects of PSI which originated or arose prior to the date of this Agreement.
- 2.6 Either PSI or 1MDB may nominate its wholly-owned subsidiary to subscribe for the shares in the Company and in such event:
- (a) the nominating Party shall procure that its nominee agrees to be bound by the provisions of this Agreement; and
 - (b) each of the other Parties shall not withhold its consent to the assignment or the novation of this Agreement to such nominee.
- 2.7 In the event that any Party fails to perform any of its obligations under Clause 2.3 by [insert cut-off date] or such later date as may be agreed by the other Parties (the “**Cut-Off Date**”), either of such other Parties shall be entitled to terminate this Agreement.

3. SHARE CAPITAL

- 3.1 As at the date of this Agreement, PSI is the legal and beneficial shareholder of One Billion Five Hundred Million Shares and PSI had provided the Company with advances amounting to Seven Hundred Million US Dollars (USD700 million).
- 3.2 Upon the subscription of the Shares by 1MDB as contemplated in this Agreement, the issued and paid-up share capital of the Company shall be Two Billion Five Hundred Million US Dollars (USD2.5 billion), comprising 2,500,000,000 Shares.
- 3.3 1MDB covenants and undertakes to PSI that it shall subscribe for One Billion Shares at the subscription price of One Billion US Dollars (USD1 billion) in cash.
- 3.4 Upon receipt of the payments Clause 3.3, the Company shall issue share certificates for the number of Shares taken or reflected by the equity shareholding of 1MDB in the Company.
- 3.5 Upon the completion of the subscription by 1MDB, the issued share capital of the Company shall be held in the following manner and proportions (“**Shareholding Proportion(s)**”) by the following Shareholders, subject to agreed variations in accordance with Clause 4:

<i>Name</i>	<i>Proportion</i>	<i>Number of Shares</i>
PSI	60%	1,500,000,000

1MDB	40%	1,000,000,000
------	-----	---------------

3.6 Conduct of the Company Pending Full Capitalisation

Pending the full contribution by 1MDB of One Billion US Dollars (USD1,000,000,000) to the share capital of the Company in accordance with the provisions of this Clause 3:

- (a) each of PSI and 1MDB undertakes to one another that it shall ensure that the Company does not; and
- (b) the Company undertakes to the other Parties that it shall not,

save for the transactions entered into by the Company prior to the date of this Agreement, conduct any business activities or use, apply or otherwise expend any part of any sums received as capital contribution prior to such full contribution, and in particular and without limiting the generality of the foregoing shall not:

- (i) enter into or vary any contract nor assume any liability;
- (ii) enter into any capital commitment (whether by way of purchase, lease, hire purchase or otherwise);
- (iii) create any encumbrance over any of its assets or its undertaking, or give any guarantees or indemnities in respect of any third party;
- (iv) make any material change in the nature, scope or organisation of its business nor dispose of the whole of its undertaking or property or a substantial part thereof;
- (v) acquire or form any subsidiary nor acquire any shares in any company nor acquire the whole or any substantial part of the undertaking assets or business of any other company or any firm or person or enter into any joint venture or partnership with any other person;
- (vi) make any loans or grant any credit;
- (vii) borrow any money or make any payments out of or drawings on its bank accounts;
- (viii) employ or engage, or make any offer of employment or engagement to any employee or consultant;
- (ix) acquire or dispose of or grant any option or right of pre-emption in respect of any material asset nor give nor receive any service;
- (x) acquire or dispose of any asset;
- (xi) declare, make or pay any dividend or distribution;
- (xii) incur or pay any management charges; or
- (xiii) agree, conditionally or otherwise, to do any of the foregoing.

3.7 Repayment of Advances

The Company shall repay any outstanding advances provided by PSI to the Company prior to the date of this Agreement on or before 29 September 2009.

4. VARIATION IN CAPITAL STRUCTURE

4.1 The issued and paid-up share capital of the Company shall be held by the Shareholders in the Shareholding Proportions as set out in Clause 3 unless the Shareholding Proportion is:

- (a) varied to comply with any law, regulation, directive or policy of any government or other relevant authority; or
- (b) varied in accordance with the terms of this Agreement or in such other manner as may be mutually agreed between the Shareholders.

4.2 Unless otherwise agreed by the Shareholders, any Shares for the time being unissued and any new Shares from time to time created shall, before they are issued, be offered to each of the Shareholders in the ratio that is reflective of their respective Shareholding Proportions, provided always that if any Shareholder does not accept or only accepts a portion of its pro-rata entitlement in relation to any new Share to be issued within 30 days of its receipt of the offer, then such unaccepted Shares shall be offered to the other Shareholder if such Shareholder has accepted its respective entitlement under such issue.

4.3 The price payable for each new issued Share shall be at no less than its par value but subject to this, will be determined by the Board of Directors at the time of approval of the share issuance.

5. MEMORANDUM AND ARTICLES OF ASSOCIATION

5.1 The Parties hereby agree to procure the Memorandum and Articles to be consistent with and comply with the provisions of this Agreement and to do all things as shall be necessary to effect the adoption of such Memorandum and Articles.

5.2 It is intended that the Memorandum and Articles shall at all times during the existence of this Agreement contain all such provisions as are necessary, permissible or desirable under the applicable laws to effectuate the intent and purpose of, and the specific agreements between the Parties hereto contained in this Agreement.

5.3 In the event of any conflict between the provision of the Memorandum and Articles and this Agreement, the terms of this Agreement shall prevail and the Parties shall cause the necessary amendments to be made in the Memorandum and Articles. The Shareholders agree to exercise their respective voting rights in such a manner as may be necessary to ensure that the provisions contained herein prevail.

6. OBLIGATIONS OF PARTIES

PSI and IMDB undertake to each other to:

- (a) co-operate and use their respective reasonable endeavours with a view to ensuring that the Company obtains all Appropriate Approvals and successfully conducts the Business in the manner contemplated by the objectives set out in Clause 2;
- (b) not unreasonably delay any action, approval, direction, determination or decision which is required of them; and
- (c) use reasonable efforts to procure that each of them and all Directors nominated by each of them are permitted access to all documents and information of the Company.

7. REGISTERED OFFICE, SECRETARY, AUDITORS, FINANCIAL YEAR, ACCOUNTS

7.1 The Parties agree that the registered office of the Company shall be located at [] or such other place as the Board may decide from time to time.

- 7.2 The auditors of the Company shall be [] or such other firm as shall from time to time be agreed by the Board.
- 7.3 The tax agent of the Company shall be [] or such other firm as shall from time to time be agreed by the Board.
- 7.4 The Company shall adopt a financial year which shall begin on [1 January] and end on [31 December] of each year.

8. DIRECTORS AND BOARD MEETINGS

8.1 Board Composition

- (a) The Board shall comprise six (6) directors, of which PSI shall be entitled to appoint three (3) Directors and 1MDB shall be entitled to appoint three (3) Directors.
- (b) Each of the Shareholders shall take all necessary action including the passing of the necessary resolutions of the board of directors or the Shareholders to appoint the directors nominated by the PSI and 1MDB above.

8.2 Appointment and Removal of Director

- (a) PSI and 1MDB shall each have the right to appoint, remove, replace or substitute a Director appointed by it from time to time in accordance with the provisions in this Agreement.
- (b) The right of nomination, determination of period of office or removal of a Director pursuant to this Clause 8 shall be exercised by the Shareholder(s) entitled to exercise such right by tabling a resolution to such effect at a general meeting of the Company convened for that purpose, save and except where the Director in question:
- (i) dies, resigns or becomes unable to perform his or her duties as a director by reason of incapacitation or sickness; or
- (ii) becomes bankrupt, insane, is convicted of a criminal offence or is otherwise rendered ineligible to act as a Director under the provisions of the Companies Act;

in which instance, such right may be exercised by the relevant Shareholder(s) by notice in writing signed for or on behalf of the Shareholder(s) entitled to exercise such right and addressed to the Company at its registered office. Such nomination, determination or removal shall take effect from the date of the general meeting or the date of receipt of such notice or on the date specified therein, whichever is applicable.

- (c) Each Shareholder shall indemnify and hold the Company harmless against any loss, damages, expense or claim of any nature whatsoever that the Company may incur or suffer as a result of the removal or dismissal of the Director nominated by the Shareholder.

8.3 Alternate Directors

Each Director may appoint or remove from time to time any person to act as his alternate who shall have all the powers of his appointing Director, including without limitation the power to vote on resolutions of the Board. One person may act as alternate director to more than one Director and while he is so acting he shall be entitled a separate vote for each Director he is representing and if he is himself a Director, his vote or votes as an alternate director shall be in addition to his own vote. If a Director ceases to hold the office of Director, the appointment of his alternate shall thereafter cease.

8.4 Chairman

- (a) The Chairman shall chair the meetings of the Board and of the shareholders of the Company. The secretary of the Company shall be responsible for preparing the minutes of each meeting and shall keep all the official records of the Company.
- (b) The Chairman of the Board shall be appointed by PSI from among the members of the Board. If the Chairman is not present at any meeting fifteen (15) minutes after the stipulated time for the meeting, his alternate shall act as the Chairman. If neither the Chairman nor his alternate is present, the Directors so present at such meeting shall be entitled to appoint a Director amongst their numbers by way of a simple majority vote to act as Chairman of the meeting.
- (c) The Chairman shall have a second or casting vote at any meeting of the Board.

8.5 Quorum

- (a) No business shall be transacted at any meeting of the Board unless a quorum is present at the beginning of and throughout each meeting.
- (b) The quorum for meetings of the Board is two (2) Directors present in person or by their alternates, of which there shall be at least one (1) Director appointed by PSI and one (1) Director appointed by 1MDB.

8.6 Adjournment of Meetings

If a quorum is not present within 30 minutes of the time appointed for a meeting, that meeting will be adjourned until the same time and place on the same day in the next week.

8.7 Deadlock

If a quorum is not present at three successive proposed meetings of the Board to consider a Reserved Matter, a Deadlock shall be deemed to have occurred and Clause 17 shall apply.

8.8 Resolutions

Save in respect of a Reserved Matter and subject to the Companies Act, all resolutions of the Board may only be passed by:

- (a) a majority vote by the Directors present in person or by their alternates at the relevant meeting; or
- (b) a circular written resolution signed by the majority of Directors provided that such majority includes at least one Director nominated by 1MDB. Any such resolution may consist of several documents in like form, each signed by one or more of the Directors.

8.9 Frequency of Meetings

Each of the Parties agree to cause a meeting of the Board of Directors to be convened at least once every [3 months] and whenever necessary and whenever requested by any Director.

8.10 Notice of Meetings

At least twenty one (21) days' notice in writing of each meeting of the Board specifying the date, time and place of the meeting shall be given to each Director and alternate Director both at the address from time to time provided by him to the Company for such purpose and at the address of the Shareholders and each such notice shall be accompanied by an agenda of the

matters to be considered, the nature of the business to be transacted at the meeting and all relevant documents relating thereto. No decision shall be taken on any matter at a meeting of the Board unless notice of such matter shall have been given as aforesaid or waiver of such notice has been given in respect of such matter by all of the Directors present at the meeting

8.11 Conduct of Meetings

- (a) The Board shall be responsible for supervising the activities of the Company and for determining the overall policies and objectives of the Company, subject always to the terms of this Agreement and the provisions of the Companies Act.
- (b) If the Board so authorizes or requests, auditors, consultants advisers and employees (or any other persons, at the discretion of the Board) shall be permitted to attend and speak at meetings of the Board, but not to vote.
- (c) Directors or their alternates may participate in Board meetings by means of conference telephone, video or other similar communications equipment where all Directors participating in that meeting can hear and communicate with each other. Such participation is deemed to be presence in person. The matters resolved during such meetings shall be subject to confirmation by the signatures of the participating Directors on the minutes taken of such meeting provided that if no objection is received by the company secretary with respect to the contents of the minutes within three (3) days of the receipt by the participating Directors of the same, the participating Directors will be deemed to have endorsed the minutes despite not having signed the same.

8.12 Language of Meetings

All meetings shall be conducted in the English language.

8.13 Circular Resolutions

Any resolution in writing signed by at least [four (4)] Directors then in office, including [two (2)] Directors nominated by PSI and [two (2)] Directors nominated by 1MDB, shall be as effective as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors.

9. SHAREHOLDERS MEETINGS

9.1 Quorum

- (a) No business of the Company shall be transacted at any Shareholders' meeting unless a quorum is present at the beginning and throughout each meeting.
- (b) The quorum for meetings of the Shareholders shall be PSI and 1MDB present in person, by proxy, by their duly authorized agents or representatives.
- (c) If a quorum is not present within 30 minutes of the time appointed for a meeting, that meeting will be adjourned until the same time and place on the same day in the next week.

9.2 If a quorum is not present at three successive proposed meetings of the Shareholders to consider a Reserved Matter, a Deadlock will be deemed to have occurred and Clause 17 shall apply.

9.3 Notice of Meetings

At least fourteen (14) days' prior written notice of all extraordinary general meetings specifying the place, the day and the time of the meeting, shall be given to all Shareholders, unless all the

Shareholders unanimously agree to shorten or waive the notice. At least twenty-one (21) days' prior written notice of all annual general meetings specifying the place, the day and the time of the meeting, shall be given to all Shareholders, unless all the Shareholders agree to unanimously shorten or waive the notice.

9.4 Procedures at Meetings

Save as otherwise required by the Companies Act in relation to special resolutions or by the provisions herein and save in respect of any Reserve Matter, all questions arising at any and all Shareholders' meetings shall be decided by a simple majority vote by show of hands or by poll. The Shareholders' resolutions may be passed by circular resolution signed by or on behalf of all the Shareholders.

9.5 Chairman of Meeting

The chairman, if any, of the Board shall preside as chairman of the Shareholders' meeting of the Company, or if there is no such chairman, or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, any one of the Directors who is present at the meeting shall act as the chairman.

9.6 Reserved Matters

The Parties agree that notwithstanding any provision herein contained, no resolutions in respect of any of the matters listed in Clause 10.3(b) as they relate to Shareholders' resolutions shall be passed except with the affirmative votes of PSI and 1MDB.

9.7 Performance

PSI and 1MDB agree to exercise their voting rights and other rights attached to the shares held by them in the capital of the Company in good faith and in the best interests of the Company, and in such manner so as to give full effect to the provisions of this Agreement.

10. MANAGEMENT OF THE COMPANY

10.1 The Board shall be responsible for and decide on the general policies of the Company whereas the Chief Executive Officer of the Company shall manage and administer the affairs of the Company in the manner set out in Clause 11.

10.2 The Shareholders shall exercise all voting rights and other powers of control available to them in relation to the Company so as to ensure that the Company performs and complies with all its obligations under this Agreement and under the Memorandum and Articles of the Company.

10.3 As of the date of this Agreement, The Parties agree that notwithstanding any provision herein contained, the Board or, where the approval of the Shareholders is required under the Memorandum and Articles of the Company or by law, the Shareholders (as applicable) shall not pass any resolutions in respect of any of the following Reserved Matters unless:

- (a) the passing of such resolutions shall be by a majority vote of the Directors including the affirmative votes of at least one (1) PSI Director and one (1) 1MDB Director or in the case of resolutions required to be passed by Shareholders, the affirmative votes of PSI and 1MDB respectively of such resolution; and
- (b) notice of intention to propose such resolution has been given to all the Directors and Shareholders in accordance with the provisions of the Memorandum and Articles of the Company or unless waived by all the Directors:
 - (i) To effect any material change in the nature of the Business, including any proposal to restructure the Business or to enter into a new business ;

- (ii) To effect any change in the name of the Company;
- (iii) To expand in any material aspect the powers of the Chief Executive Officer;
- (iv) Any change to the size, composition, duties, terms of reference or principles governing any Board Committee (including the delegation to a Board Committee of responsibility for a Reserved Matter);
- (v) Any appointment and/or removal of the company secretary;
- (vi) Any proposal to be put to the Shareholders in general meeting in respect of any alteration in the extent or structure of the authorized capital of the Company including any increase or decrease thereof or the issue or allotment of shares therein;
- (vii) The creation or conferment on any person of any new equity interest in the Company;
- (viii) Any proposal to be put to the Shareholders in general meeting concerning any alteration to or amendment of the Memorandum and Articles of the Company;
- (ix) The sale, transfer, conveyance, charge, mortgage, issue, licence, exchange, or other disposition of any material part of the Company's undertaking, property or assets or of any immovable property of the Company of a value exceeding [USD [] million] whether in a single transaction or in a series of related transactions;
- (x) The acquisition by purchase, lease, licence or otherwise of any immovable property of a value exceeding [USD [] million] whether in a single transaction or in a series of related transactions;
- (xi) The granting of any guarantee or indemnity or other security by the Company other than in the normal course of business or as approved in the annual business plan;
- (xii) The reconstruction, consolidation, merger or amalgamation, or the engagement in a partnership or joint venture of the Company with any other company, firm, person or persons;
- (xiii) The dissolution of the Company except on the grounds of insolvency or in accordance with the provisions of Clause 24.1(b) and any proposal to be put to the Shareholders in general meeting in respect thereof;
- (xiv) The lending of moneys, making of loans or advances by the Company or the giving of credit;
- (xv) The purchase of fixed assets (other than those referred to in subparagraph (x) above) exceeding [USD [] million] in any one transaction;
- (xvi) The borrowing of any monies, incurring of debts or acceptance of any credit facilities by the Company (with or without the issuance of mortgages, debentures or upon security of any part of the Company's assets) of a value exceeding [USD [] million] whether in a single transaction or in a series of related transactions;
- (xvii) The entry by the Company into any contract or transaction except in the ordinary and proper course of business on arms length terms;

- (xviii) Appointment and removal of the Company's auditors unless the change in auditors is to ensure that the Company's auditors are the same as the Company's holding company;
- (xix) Effecting changes in the accounting policies and methods of the Company unless the change is to ensure consistency with the accounting policies and methods of the Company's holding company;
- (xx) Declaring or paying dividends or adopting any dividend policy for the dealing with the profits of the Company;
- (xxi) Incorporating any subsidiary or permitting the disposal or dilution of its interest, directly or indirectly, in any subsidiary or acquiring shares in any company or disposing of any shares in any company or acquiring or disposing of any loans or loan capital;
- (xxii) The issuance of any debentures or other securities convertible into shares or debentures;
- (xxiii) Creating any fixed or floating charge, lien (other than a lien arising by operation of law) or other encumbrance over the whole or any part of the Company of a value exceeding [USD [] million] whether in a single transaction or in a series of related transactions;
- (xxiv) Any change of the financial year (unless the change is to make it consistent with the financial year of the Company's holding company) or registered office of the Company;
- (xxv) Making any capital expenditure in excess of [USD []] in any financial year other than in accordance with the annual budget agreed between the Shareholders;
- (xxvi) Granting any power of attorney or delegating the Directors' powers;
- (xxvii) Commencing, defending or settling any litigation, arbitration or other proceedings which are material in the context of the Company's business having a potential value of [USD [] million] or more;
- (xxviii) [Making, amending or terminating any contract, loan, guarantee or other arrangement with any Director, person connected with any Director;]
- (xxix) Any commitment or expenditure in excess of [USD [] million] of that provided for in the relevant annual approved business plan;
- (xxx) Any transaction not in the ordinary course of business of a financial nature in an amount exceeding [USD []];
- (xxxi) The adoption and approval of the annual business plan, annual policies, annual budgets of the Company and any reports or statements accompanying the same;
- (xxxii) The carrying out of any act to cause the Company to be in breach of the terms of this Agreement.

10.4 The Parties agree that the Company shall not take any action in respect of any of the following matters unless a resolution has been passed by the Board of Directors authorising such action and notice of the intention to propose such resolution has been given to all the

Directors in accordance with the provisions of the Memorandum and Articles of the Company or unless waived by all the Directors:

- (a) Adoption of or effecting any changes to the investment or financial policy of the Company;
- (b) The establishment of any special reserves, provisions or retentions not in the ordinary course of business and the application or utilization of the same.

11. SENIOR MANAGEMENT

11.1 The Board shall unanimously nominate and appoint a Chief Executive Officer of the Company.

11.2 The Chief Executive Officer shall act in accordance with the directions of the Board of Directors and shall carry out such duties as may from time to time be defined by the Board.

11.3 In the event that any Shareholder on reasonable grounds considers the Chief Executive Officer to have materially failed to perform his or her duties, the Shareholder concerned may request that such Chief Executive Officer be replaced, whereupon the Board shall with the mutual agreement of the Shareholders and subject to compliance with all applicable laws and regulations, forthwith terminate the employment of such Chief Executive Officer and appoint a new Chief Executive Officer. The terms of engagement of the Chief Executive Officer shall be as set out in an employment agreement, in form and content to be mutually agreed upon between the Shareholders. The Chief Executive Officer shall at all times adhere and be subject to the internal rules and policies of the Company in force from time to time. The responsibilities of the Chief Executive Officer shall include but not be limited to:-

- (a) the day-to-day management of the Company;
- (b) the co-ordination of the administrative and business activities of the Company; and
- (c) the recruitment of employees;

subject always to the supervision of, and such directives as may be issued by, the Board.

11.4 [The Chief Executive Officer shall not without the prior written consent of both Shareholders hold other executive posts or positions in any other companies, corporations or businesses, including any companies or corporations related to any of the Shareholders or any competitors of the Company.]

12. EXECUTIVE COMMITTEE

(a) As soon as is reasonably practicable, the Board shall appoint an Executive Committee to assist it in the management of the Company, consisting of five (5) members as follows:

- (i) two (2) nominees of PSI, who need not be Directors;
- (ii) two (2) nominees of 1MDB, who need not be Directors; and
- (iii) the Chief Executive Officer.

(b) The functions of the Executive Committee shall be as follows:-

- (i) the formulation and execution of business strategies for the Company for consideration and review by the Board;

- (ii) the preparation and presentation of budgets and plans to the Board;
- (iii) research and development of products;
- (iv) the drafting, preparation and submission of tenders or tender proposals in connection with the Company's business for consideration and review by the Board;
- (v) to implement Board decisions generally, and to conduct other functions delegated to it by the Board,

subject at all times to the supervision of the Board, and to such financial or other limits as may be imposed upon it by the Board. For the avoidance of doubt, the Executive Committee shall not be a committee of the Board.

- (c) The power to appoint the Chairman of the Executive Committee shall be exercised by the Shareholders alternately, at three (3) year intervals. Each Chairman of the Executive Committee shall hold office as Chairman for the entire relevant three (3) year period, unless his appointment as a member of the Executive Committee is earlier determined by the Shareholder appointing him, in which event such Shareholder may appoint another Chairman from amongst that Shareholder's nominees to serve out the remainder of the relevant three (3) year period. Upon expiry of each three (3) year period, the Shareholder next entitled to appoint the Chairman of the Executive Committee may either re-appoint the Chairman last holding office (unless his appointment as a Director has been determined) or appoint a new Chairman from amongst that Shareholder's nominees.
- (d) The power vested in a Shareholder to nominate a member of the Executive Committee shall include the power to fix the period of his appointment and to remove such nominee so appointed. Whenever a member of the Executive Committee for any reason whatsoever ceases to hold such office, the Shareholder (or Shareholders) who appointed such nominee shall nominate another nominee in his place.
- (e) Conduct of Meetings
 - (i) The Chairman of the Executive Committee shall chair the meetings of the Executive Committee, and in his absence, another member appointed by the Executive Committee shall chair the meeting.
 - (ii) Meetings of the Executive Committee may be held by way of video-conference, teleconference or other electronic means whereby each participant in the meeting can hear and be heard by every other participant. Such participation shall be deemed to be presence in person. The matters resolved during such meetings shall be subject to confirmation by the signatures of the participating members on the minutes taken of such meeting. Provided That if no objection is received by the company secretary with respect to the contents of the minutes within three (3) days of the receipt by the participating members of the same, the participating members will be deemed to have endorsed the minutes despite not having signed the same.
- (f) Notice of Meetings

Not less than seven (7) days' notice with agenda and all relevant information on the resolutions being proposed shall be distributed, by facsimile transmission and by mail, prior to any meeting of the Executive Committee unless it is agreed otherwise by at least three (3) members of the Executive Committee then in office, including at least one (1) member nominated by PSI and one (1) member nominated by 1MDB. Each such notice shall be given by facsimile transmission and by written notice to

each member of the Executive Committee at such address as that member may specify from time to time.

(g) Quorum for Executive Committee Meetings

The quorum necessary for the transaction of business at a meeting of the Executive Committee shall at all times, both at the commencement of and throughout the meeting, be two (2) members of the Executive Committee, comprising at least one (1) member nominated by PSI and one (1) member nominated by 1MDB.

(h) Adjournment of Meetings

In the event that there shall not be a quorum at any meeting, the meeting shall stand adjourned to the same day at the same time and at the same place in the following week, and at least three (3) days' notice of such adjourned meeting shall be given to each member of the Executive Committee. At any such adjourned meeting, the quorum necessary shall be at least one (1) member nominated by PSI and one (1) member nominated by 1MDB. In the event that such quorum is not present within one (1) hour of the time fixed for the adjourned meeting, a deadlock shall be deemed to have occurred, and the matter shall be referred to the Board for resolution.

(i) Resolutions

Subject to the provisions of this Agreement, any issue or question arising at any meeting of the Executive Committee shall require the majority decision of the members present and voting at the meeting, including at least one (1) member nominated by PSI and one (1) member nominated by 1MDB. If any issue or question does not receive such decision of the Executive Committee, then such issue or question shall be determined by the Board.

(j) For the avoidance of doubt, the Chairman of the Executive Committee or the person chairing the meeting in accordance with this Clause shall not have a deciding vote.

(k) Language of Meetings

All meetings shall be conducted in the English language.

(l) Circular Resolutions

Any resolution in writing signed by at least three (3) members of the Executive Committee then in office, including at least one (1) member nominated by PSI and one (1) member nominated by 1MDB, shall be as effective as a resolution passed at a meeting of the Executive Committee duly convened and held, and may consist of several documents in the like form, each signed by one or more of such members.

12.2 Board Committees

The Board may from time to time appoint such other committees and sub-committees as it thinks fit to ensure the proper operation of the Company.

13. **DIVIDEND POLICY**

13.1 The dividend policy for the distribution of profits by the Company shall be agreed upon by a unanimous decision of the Board based upon principles of prudent financial management and the Board shall have regard to *inter alia*, the need to maintain adequate working capital for both the present needs of the Company and the future expansion of the Company.

13.2 The manner of distribution of dividends to PSI and 1MDB shall be in accordance with the rights conferred upon the Shares held by PSI and 1MDB respectively.

14. ACCOUNTING MATTERS

- 14.1 The Company shall at all times maintain true and complete accounting and other financial records, in the English Language, in accordance with the requirements of all applicable laws and generally accepted accounting principles applicable in the United Kingdom. Such records shall be kept at the principal office of the Company and shall be made available for inspection by any of the Shareholders upon reasonable notice by the relevant Shareholder and each Shareholder shall be entitled at its own expense to have an independent audit of the accounts of the Company in addition to the audit carried out by the auditors of the Company provided that the Shareholder shall give reasonable notice of any intended audit and it is carried out in a manner to ensure minimum disruption to the Company's business operations.
- 14.2 The annual financial statements and accounts and the conduct of business of the Company shall be audited annually at the expense of the Company by the Company's auditor. Copies of all audited financial statements of the Company shall be furnished to each of the Shareholders.
- 14.3 All financial and management accounts and operations reports shall be submitted to the Shareholders on a quarterly basis and shall be accompanied by such other reports as may be determined by the Board from time to time.

15. BANK ACCOUNT

- 15.1 All funds of the Company shall be kept in such banking accounts as the Board may from time to time designate. All monies of the Company, and all instruments for the payment of money to the Company, when received, shall be deposited in the bank account(s) of the Company. All funds of the Company may be drawn upon by cheques signed by at least one authorized representative of PSI and one authorised representative of IMDB as authorized by the Board.

16. BANK FACILITIES

- 16.1 Subject to the Memorandum and Articles of the Company and this Agreement, the Company shall be at liberty to obtain such bank loans and/or facilities to meet its working capital and other needs as the Board may from time to time determine, whether secured by a charge on the Company's asset or not.
- 16.2 In the event the Company shall borrow from external sources and guarantees are required for such borrowings, the Shareholders agree that they shall each guarantee such loans to the extent of their respective percentage shareholdings in the Company.

17. DEADLOCK

- 17.1 If at any time a Deadlock exists or occurs:
- (a) any Shareholder may convene, by written notice to the other Shareholder, a meeting of at least one (1) representative of each Shareholder, at the registered office of the Company on the date specified in the notice. This date must not be less than seven (7) days and not more than fourteen (14) days after the date on which the notice is issued ("**Notice Date**").
 - (b) each of the Shareholders undertakes that its representative must use all reasonable efforts to resolve the Deadlock.
- 17.2 (a) If the Deadlock is not resolved at the meeting referred to in Clause 17.1 or any subsequent meetings or negotiations within fourteen (14) days after the Notice Date, any Shareholder (the "**Offeror**") may offer in writing (the "**Offer**") to purchase the Shares of the other Shareholder (the "**Offerees**") at the Prescribed Price. Within one (1) month of the making of the Offer, the Offeree shall either:
- (i) accept the Offer; or

- (ii) elect to purchase the Shares of the Offeror at the same price pro rata which the Offeror shall then be obliged to accept.

If the Offeree fails to respond to the Offer within one (1) month, it will be deemed to have accepted the Offer. Completion of the sale and purchase of the Shares pursuant to this Clause shall be subject to the Appropriate Approvals having been obtained.

- (b) Upon acceptance or deemed acceptance of the Offer, or election to purchase by the Offeree, the Shareholders shall effect the sale and purchase of the Shares, and the provisions of Clause 18 shall apply as if a Transfer Notice had been served in respect of all of the Shares by the selling Shareholder and accepted by the acquiring Shareholder at the Prescribed Price.
- (c) Upon any transfer of Shares under this Clause, the selling Shareholder shall cause all the Directors nominated by it to resign from their office without any claim or compensation for loss of office or otherwise.
- (d) If no Offer is made or accepted, or the Shareholders cannot otherwise agree on the transfer of Shares between themselves, any Shareholder may, by notice in writing to the other Shareholder, require a general meeting to be convened and other actions to be taken for the purpose of winding up the Company and the provisions of Clauses 24.1(b)(ii) and 24.1(b)(iii) shall apply *mutatis mutandis*.

18. RESTRICTION ON TRANSFER OF SHARES

- 18.1 Subject to obtaining Appropriate Approvals, and save with the written consent of the other Shareholder, no transfer of any Share shall be made by a Shareholder unless the provisions contained in this Clause 18 are complied with in respect of such transfer and no Shareholder shall otherwise sell, mortgage, charge, pledge or grant options over or otherwise dispose of any Shares or any interest therein. For the avoidance of doubt, the restrictions in this Clause 18 shall not apply to the transfers of Shares contemplated by Clause 17 which shall be implemented upon the terms set out in that Clause.
- 18.2 Subject to Clause 18.1 and obtaining the Appropriate Approvals, every Shareholder (the “**Proposing Transferor**”) who intends to transfer or otherwise dispose of any of its Shares or any interest in such Shares (the “**Transfer Shares**”) shall, before so doing or agreeing to do so, give a notice in writing to the other Shareholder (the “**Transfer Notice**”), with a copy to the Company, advising of its intention to transfer or dispose of the same and specifying the price at which the Proposing Transferor wishes to dispose of the Transfer Shares (the “**Offer Price**”).
- 18.3
 - (a) The Transfer Shares shall be offered by the Proposing Transferor to the other Shareholder for purchase at the Offer Price by notice in writing which shall also contain the detailed terms of the proposed sale. Such offer shall be open for acceptance at any time within a period of fourteen (14) days from the later of the date of notice by the Proposing Transferor to the other Shareholder and the date of the determination of the Prescribed Price (the “**Offer Period**”).
 - (b) If such Shareholder (the “**Accepting Shareholder**”) accepts the offer to purchase all of the Transfer Shares, it shall deliver a notice of acceptance of the offer in writing, to the Proposing Transferor within the Offer Period with a copy to the Company. Upon receipt of the notice of acceptance, the Proposing Transferor shall sell and the Accepting Shareholder shall purchase the Transfer Shares, and against payment of the purchase money for the Shares, the sale and purchase of the Transfer Shares free from Encumbrances shall be completed within fourteen (14) days of the date of such notice at the registered office of the Company.
 - (c) In the event that any Shareholder is prohibited or restricted in any way by any government agency or any relevant laws from executing its right to accept the

transfer of the Transfer Shares under this Clause, that Shareholder shall be entitled to designate any person to accept such transfer.

- (d) If a Proposing Transferor fails or refuses to transfer the Transfer Shares to the Accepting Shareholder who has paid the purchase money, the Directors may authorize some person to execute the instrument of transfer and may deliver it on his behalf and the Company may receive the purchase money on trust for the Proposing Transferor and cause the Accepting Shareholder or his nominee to be registered as the holder of the Transfer Shares. The receipt by the Company of the purchase money for the Transfer Shares shall be a good discharge to the Accepting Shareholder who shall not be bound to see to the application of it, and after the Accepting Shareholder has been registered in purported exercise of the said powers the validity of the proceedings shall not be questioned by any person.
- (e) If at the expiry of the Offer Period, the offeree Shareholder has not agreed to purchase the Transfer Shares and has not consented to the transfer of the Transfer Shares to a third party, the Proposing Transferor may not thereafter transfer the Transfer Shares to any person.
- (f) Unless waived by the other Shareholder, if a Shareholder attempts at any time to deal with or dispose of any Shares or any interest in any Shares other than in accordance with the provisions of this Agreement, it shall be deemed immediately prior to such attempt to have served a Transfer Notice on the other Shareholder, with a copy to the Company, in respect of such Shares and the foregoing provisions shall apply. Any such Transfer Notice shall be deemed to have been served on the date on which the Directors received notice of such attempt.
- (g) Upon any transfer of Shares under this Clause 18, the transferor shall unless agreed by the other Shareholder cause all the Directors nominated by him to resign from their office without any claim or compensation for loss of office or otherwise.

18.4 Any restriction in the Memorandum and Articles to the effect that the Directors shall have the right to accept or refuse registration on transfer of Shares shall not be applicable in respect of the transfer of any Shares which are in accordance with the provisions of this Agreement and for which Appropriate Approvals have been obtained (if required), and each Shareholder agrees to cause the Directors nominated by it to so cast their votes in favour of accepting such registration or transfer of Shares.

18.5 The transferor of any Shares shall procure that the transferee of the Shares shall (if not already bound by the provisions of this Agreement) execute a Shareholder's Undertaking and the remaining Shareholder will be obliged to sign as soon as possible thereafter an endorsement to the Shareholder's Undertaking as contemplated by **ANNEXURE I** and the transferee will assume rights and obligations as a Shareholder from the date such Shareholder's Undertaking is signed.

19. TRANSFERS TO RELATED CORPORATION

19.1 Notwithstanding Clause 18, but subject to obtaining relevant Appropriate Approvals, the Parties hereto agree that a transfer of Shares to a transferee who is and remains a subsidiary of the ultimate holding company of the transferor shall be permitted and shall not need to follow the procedure set out in Clause 18.2 provided that:

- (a) the transferor transfers all (but not some only) of its Shares to such transferee;
- (b) the obligations of the transferor under this Agreement shall remain unaffected by the proposed transfer and the transferor shall not be in any way relieved from any of its obligations and liabilities under this Agreement;

- (c) the transferor shall procure that such transferee complies with all the provisions of this Agreement; and
- (d) the Shares shall be retransferred to the transferor or another wholly-owned subsidiary immediately upon the transferee ceasing to be a subsidiary of such ultimate holding company.

19.2 The provision of Clause 18.5 shall also apply to any transfers contemplated under Clause 19.1.

20. [PRESCRIBED PRICE]

20.1 For the purposes of this Agreement, the Prescribed Price of each Share shall be the sale price agreed by the Shareholders based on [*to insert methodology*]. If the Shareholders do not agree on the sale price within a period of fourteen (14) days following the date of the Transfer Notice, each Shareholder shall immediately appoint its respective accounting firm or other valuer (“**Expert**”) to determine the market value of the Shares to be transferred within fourteen (14) days from the appointment. Each Shareholder will communicate the valuation in writing to the other Parties and then forthwith discuss in good faith and agree on the appropriate Prescribed Price per Share. If the event that no agreement is reached within sixty (60) days from date of the Transfer Notice, each of the Shareholder’s Expert shall be instructed to jointly appoint an independent accounting firm (“**Additional Expert**”) to conclusively determine and certify the market value of the Company and certify the Prescribed Price per Share.

20.2 The Additional Expert shall act as an expert and not as arbitrators and their determination shall be final and binding on all Shareholders concerned. The costs of such determination shall be borne equally between the Shareholders.]

21. GENERAL REPRESENTATIONS AND WARRANTIES

21.1 Each of the Parties hereby represents and warrants that:

- (a) it has full legal right, authority and power to enter into and bind itself by this Agreement and to exercise its rights and perform its obligations hereunder and all appropriate and necessary action has been taken to authorise the exercise and performance of its rights and obligations hereunder; and
- (b) it has not contravened and will not contravene any relevant laws or its Memorandum and Articles of Association or any term of any agreement or arrangement to which it is a party by entering into and performing its obligations under this Agreement.

21.2 Without prejudice to any other rights and remedies to which the other Shareholder may have recourse in law, each Shareholder undertakes and agrees with the other Shareholder that it will at all times hereinafter indemnify and keep it indemnified fully and effectively against claims, proceedings, actions, loss or damage, costs and expenses and other liabilities which they may directly or indirectly suffer or sustain as a result of or in connection with any misrepresentations contained in or any breach of any of the representations, warranties and undertakings of that Shareholder set out in this Agreement. The indemnity shall remain in full force and effect for the entire duration of this Agreement and shall survive the termination of this Agreement.

22. TERM OF AGREEMENT

This Agreement shall become effective upon execution and shall continue in force for an indefinite term until the Company shall be wound up or until this Agreement is terminated earlier in accordance with the terms of this Agreement provided however that if any Shareholder sells or transfers all of its Shares in the Company in accordance with the provisions of this Agreement except to a Related Corporation the rights, obligations and liabilities of such selling Shareholder shall terminate except as may otherwise be provided for herein.

23. TERMINATION

23.1 This Agreement may be terminated immediately with respect to a Party (the “**Defaulter**”) by the non-defaulting Party (the “**Non-Defaulter**”), by notice in writing to the Defaulter, if:

- (a) the Defaulter is in material breach of any of its obligations under this Agreement and has failed to remedy the breach within a period of thirty (30) days upon receipt of a notice in writing from the Non-Defaulter giving particulars of the breach and requiring the Defaulter to remedy the breach. For the avoidance of doubt, all breaches under this Agreement are material; or
- (b) an Event of Default occurs or has occurred in respect of the Defaulter.

23.2 This Agreement may be terminated at any time upon the mutual written agreement of all Parties to this Agreement.

24. CONSEQUENCE OF TERMINATION

24.1 If this Agreement is terminated under Clause 23.1, the Non-Defaulter shall have the right, subject to obtaining Appropriate Approvals, to either:

(a) Option to Purchase or Sell

- (i) Purchase all the Shares owned by the Defaulter (the “**Defaulter’s Shares**”) at the price of [90%] of the Prescribed Price either by itself or by its nominee by a notice in writing to the Company and the Defaulter; or sell to the Defaulter all the Shares in the Company owned by the Non- Defaulter at the price of [110%] of the Prescribed Price.
- (ii) In the event that the Non-Defaulter is prohibited or restricted in any way by any government agency or any relevant laws from executing its right to accept an option to purchase the Defaulter’s Shares under Clause 24.1(a), that Non-Defaulter shall be entitled to designate a nominee to accept such option.
- (iii) The sale of the Defaulter’s Shares or the Non-Defaulter’s Shares (as the case may be) shall be completed within the later of fourteen (14) days after the date of the exercise of the option to purchase and the determination of the Prescribed Price, at the registered office of the Company.
- (iv) If the Defaulter fails or refuses to transfer the Defaulter’s Shares, the provisions of Clause 18.3(d) shall apply *mutatis mutandis*.

(b) Liquidate the Company

- (i) If the Non-Defaulter does not wish to exercise its rights pursuant to Clause 24.1(a), the Non-Defaulter may, by notice in writing to the Defaulter, require a general meeting to be convened and other actions to be taken for the purpose of windingup the Company.
- (ii) Upon receipt of such notice, the Shareholders shall procure that a general meeting is convened and other actions required to wind-up the Company to be taken within thirty (30) days of the notice.
- (iii) All Shareholders shall attend or be represented at such meeting or at any adjournment thereof and no Shareholder shall be entitled to vote otherwise than against a proposal to adjourn the meeting, or in favour of the resolution for the winding-up of the Company. The Shareholders and Directors shall forthwith execute all documents and do all other acts required to wind-up or dissolve the Company under applicable laws.

25. TERMS APPLICABLE UPON TERMINATION

25.1 Upon termination of this Agreement for any reason whatsoever the obligations of the Parties hereto shall cease provided always however that such termination shall not:

- (a) affect any accrued rights and obligations;
- (b) excuse any Party from a default under this Agreement; or
- (c) affect any obligation surviving the termination of this Agreement.

26. CONFIDENTIALITY

26.1 No Party shall during the subsistence of this Agreement or at any time thereafter use or disclose to any person the existence and contents of this Agreement, or any information which is for the time being confidential and relates to any other Party save and except:

- (a) where duly authorised by that other Party; or
- (b) where the recipient comprises the first aforementioned Party's auditors, professional advisors or any other person or body having a legal right or duty to have access to or knowledge of such information in connection with the business of that Party.

Each Party undertakes to ensure that all persons and bodies to whom that Party discloses any information pursuant to sub-Clause (a) above are made aware, prior to disclosure, of the confidential nature of such information and that they owe a duty of confidence to the disclosing party and to use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Clause 26. Nothing in this Clause 26 shall extend to information or knowledge which is at the relevant time within the public domain (otherwise than by reason of its wrongful disclosure) or which by law or listing requirements of the stock exchange in which any Party is subject to or as required by any relevant regulatory authorities is required to be disclosed. This Clause 26 shall continue in force for a period of two (2) years after any termination of this Agreement.

27. KNOW-HOW AND INTELLECTUAL PROPERTY

All Intellectual Property created in the course of the Company's business or otherwise assigned to the Company or to which the Company becomes entitled by operation of law or otherwise shall be vested in the Company absolutely.

28. MUTUAL TRUST AND OBLIGATIONS

28.1 The Parties hereby declare it to be a cardinal principle of this Agreement and is to be their common intention that they will at all times use their best endeavours to further the interest of the Company.

28.2 The Shareholders agree and undertake that they will use all means reasonably available to them (including their voting power, direct or indirect, in relation to the Company) to ensure that the Company and any Director of the Company nominated or appointed by them (and any alternate to such Director) shall implement all the terms, conditions and stipulations of this Agreement relating to the Company.

28.3 In entering into this Agreement the Parties recognize that it is impracticable to make provisions for every business activity, contingency or scenario that may arise in the course of the performance hereof. Accordingly, the Parties hereby declare that it is their intention to act in the spirit of this Agreement and that this Agreement shall operate between them with fairness and without detriment to the interests of any of them and that none of the Parties hereto shall make undue gains at the other Party's expense and that all provisions of this Agreement shall be applied in good faith.

29. NON-ASSIGNMENT

Except as otherwise specified herein, this Agreement or any of the rights and obligations hereunder may not be assigned by any of the Parties without the prior written consent of the other Parties. No Party hereto shall unreasonably withhold its consent to an assignment of any rights or obligations under this Agreement by any Party to a Related Corporation of the Party seeking such assignment, provided that the Related Corporation covenant in writing to assume all of the obligations of such Party.

30. LANGUAGE

English shall be the language to be used in all matters concerning this Agreement including but not limited to any arbitration proceedings.

31. NOTICES

31.1 Any notice, consent, request, claim, demand, instruction or other communication required or contemplated by this Agreement to be given by any Party shall, unless otherwise specified herein, be in the English language and be delivered :

(a) by hand, by postage-prepaid registered airmail or express package service addressed to the Party for which it is intended at the address specified in this Agreement or at such other address as shall be notified in writing by the respective Parties. Notices shall be effected on the date of delivery as evidenced by the postal receipt or other written receipt; or

(b) by facsimile to the numbers below (or to such other numbers as notified by the Parties from time to time in accordance with this Clause) and shall be deemed to have been received by the addressee upon completion of transmission with correct answerback.

31.2 Any such notice, consent, request, claim, demand, instruction or other communication shall be addressed as follows:

To PSI: Mr / Ms []
[PetroSaudi International Ltd.]
[Address]
[Telephone no]
[Facsimile no]

To 1MDB: Mr Shahrol Halmi
1 M a l a y s i a Development
Berhad Level 8,
Menara IMC
No. 8, Jalan Sultan Ismail
50250 Kuala Lumpur
Malaysia
[Telephone no]
[Facsimile no]

With copy to: Mr. Lim Poh Seng
Level 21, Suite 21.01
The Gardens South Tower
Mid Valley City, Lingkaran Syed Putra
59200, Kuala Lumpur
Malaysia

Telephone no : +60 3 2298 7888
Facsimile no : +60 3 2282 2669

To Company: Mr / Ms []
[ABC Private Limited]
[Address]
[Telephone no]
[Facsimile no]

or to such other address as a Party may from time to time designate by notice to the others.

32. GOVERNING LAW

- 32.1 The validity, interpretation and performance of this Agreement shall be interpreted in accordance with the laws of the United Kingdom.
- 32.2 The parties do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

33. ARBITRATION

- 33.1 The Parties agree that any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in London in accordance with the UNCITRAL Rules which are deemed to be incorporated by reference into this Clause.
- 33.2 The arbitral tribunal shall consist of three (3) arbitrators, one to be appointed by each of PSI and IMDB and the third by the arbitrators so appointed.
- 33.3 The language of the arbitration shall be English.
- 33.4 Notwithstanding Clauses 33.1 to 33.3, any Party may bring an action:
- (a) for injunctive or other similar mandatory or prohibitory relief in any court of competent jurisdiction; and
 - (b) for any interlocutory or interim relief, including, without limitation, any proceedings for the detention, custody or preservation of any property,

pending the results of the arbitration.

34. WAIVER

No delay or failure by any Party to exercise or enforce at any time any right or provision of this Agreement shall affect its right to require performance of any other provision herein or therein unless and until such performance has been waived by any Party in writing. Each right of any Party hereunder or any other document in this connection, shall be cumulative and may be exercised from time to time. Any waiver by any Party of any breach of this Agreement or any other document in this connection shall not be deemed to be a waiver of any prior or subsequent breach thereof. No single waiver shall constitute a continuing or subsequent waiver.

35. AMENDMENT AND PRIOR AGREEMENT

This Agreement constitutes the sole and exclusive agreement between the Parties relating to the subject matter of this Agreement and no warranties, guarantees, representations or other terms and conditions of whatever nature not contained and recorded herein shall be of any force or effect unless recorded in writing and signed by all of the Parties after the date of this Agreement.

36. SEVERANCE

If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under the law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

37. FORCE MAJEURE

Notwithstanding any provisions herein to the contrary, no Party hereto shall be liable to any other Party hereto for loss injury delay or damages or other casualty suffered or incurred by such other Party due to strikes riots fire act of God, government actions or any other cause which is beyond the reasonable control of the Party the performance of whose obligation is affected.

38. PARTNERSHIP

Nothing contained in or relating to this Agreement shall constitute or shall be deemed to constitute a partnership or agency relationship between any of the Parties and no Party shall have any authority on behalf of any other Party.

39. COST

Each Party shall bear and pay its own cost and expenses incurred in respect of this Agreement.

40. SUCCESSORS IN TITLE AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their personal representatives, estate, successors in title and permitted lawful assigns respectively.

41. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF this Agreement has been made between and executed by the Parties on the day and year first written above.

Signed by)
)
for and on behalf of)
[PETROSAUDI INTERNATIONAL LTD.])

in the presence of :)
[HRH PRINCE TURKI])

Signed by)
SHAHROL HALMI)
for and on behalf of)
1MALAYSIA DEVELOPMENT BERHAD)

in the presence of :)
DATO' SRI MOHD NAJIB BIN)
TUN ABDUL RAZAK)
PRIME MINISTER OF MALAYSIA)

Signed by)
)
for and on behalf of)
[ABC PRIVATE LIMITED])

in the presence of :)
[])

ANNEXURE I

SHAREHOLDER'S UNDERTAKING

TO: [Insert name of Company and the other Shareholder(s) in the Company]

DATE: []

By this Deed, I/we [*insert name of incoming shareholder*], having our registered office at [] and intending to become a shareholder of [*insert name of Company*] ("the Company") hereby agree(s) with the Company and each of its shareholder(s) to comply with and to be bound by all of the provisions of a Shareholders Agreement dated [] between [] and [] (a copy of which has been delivered to me/us and which I/we have initialled and attached hereto for identification) in all respects as if I/we was/were a party to such agreement and were named therein as a Shareholder and a Party and on the basis that references therein to each of Shareholder and Party include a separate reference to me/us.

EXECUTED AS A DEED

The common seal of)
[*insert name of incoming shareholder*])
was hereunto affixed)
in the presence of:)

Signed by)
)
for and on behalf of)
[insert name of remaining Shareholder(s)])

DRAFT

SCHEDULE 1

LIST OF PSI ASSETS

DRAFT