

Petrosaudi Holdings (Cayman) Limited
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Grand Cayman KY1-1104
Cayman Islands;

1Malaysia Development Berhad
Level 21
Suite 21.01
The Gardens South Tower
Mid Valley City
Lingkaran Syed Putra 59200
Kuala Lumpur
Malaysia

1MDB Petrosaudi Limited
Kingston Chambers
PO Box 173
Road Town
Tortola
British Virgin Islands

___ September 2009

Letter of agreement (the "Letter") to amend the joint venture agreement made between PSI, 1MDB and the Company dated 28 September 2009 (the "JVA").

We refer to the JVA. Unless otherwise stated in this Letter words and expressions and clause references shall be given the same meaning and interpreted in the same manner as in the JVA.

With effect from the date of the JVA the Company, 1MDB and PSI hereby agree to amend the JVA as follows:

- (a) the definition of "BSI Bank" in Clause 1.1 (*Definitions*) shall be removed in its entirety;
- (b) the following definition shall be added to Clause 1.1 (*Definitions*):

““**JP Morgan**” means J.P. Morgan (Suisse) SA of 8, Rue de la Confédération, 1211, Geneva, Switzerland;”
- (c) Clause 4.1(a) (*1MDB Subscription*) shall be removed and replaced with the following:

“Subject to the provisions of Clause 5 (*Valuation Report*), 1MDB covenants and undertakes to subscribe, on or before 30 September 2009, for one billion (1,000,000,000) Shares (the “**Subscription Shares**”), credited as fully paid up, in consideration for the payment:

- (i) of three hundred million (300,000,000) US Dollars in immediately available cleared funds to a bank account in the name of, and nominated by, the Company with JP Morgan (the “**Company Account**”); and
 - (ii) (on behalf of the Company) of seven hundred million (700,000,000) US Dollars in immediately available cleared funds to a bank account nominated by PSI, in full and final discharge of all outstanding indebtedness of the Company under the PSI Loan Agreement.”
- (d) the words “BSI Bank” in Clauses 4.1(b) and (c)(ii) (*IMDB Subscription*) shall be replaced with the words “JP Morgan”; and
- (e) Clause 4.5 (*Repayment of Advances*) shall be removed in its entirety.

The Company, 1MDB and PSI hereby acknowledge that the JVA (as amended by this Letter) shall remain in full force and effect, notwithstanding the amendments made by this Letter.

Clauses 18.8 (*Counterparts*), 21 (*Dispute Resolution*) and 22 (*Governing Law*) of the JVA shall apply *mutatis mutandis* as if set out in full in this Letter.

Please acknowledge receipt of this Letter and confirm your agreement to the above amendments by signing and returning the enclosed counterpart of this deed.

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

Signed by)
)
for and on behalf of)
PETROSAUDI HOLDINGS)
(CAYMAN) LIMITED)

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

Signed by)
)
for and on behalf of)
1MDB PETROSAUDI LIMITED)