

DATED THIS DAY OF ,

ISSUANCE OF *(Name of facility as approved by BNM and/or relevant authority)*

Between

(the Issuer)

And

(the Trustee)

And

BANK NEGARA MALAYSIA
(the Central Depository/Paying Agent)

And

(the Lead Arranger/the Facility Agent)

**DEPOSITORY AND PAYING
AGENCY AGREEMENT**

(Law firms)

DEPOSITORY AND PAYING AGENCY AGREEMENT

THIS DEPOSITORY AND PAYING AGENCY AGREEMENT is made this
day of _____,

BETWEEN

- (1) [] a company incorporated in Malaysia and having its registered office at [] (hereinafter referred to as "the Issuer");

AND

- (2) [] a company incorporated with limited liability under the laws of Malaysia and having its registered office at [] (hereinafter referred to as "the Trustee");

AND

- (3) **BANK NEGARA MALAYSIA**, a body corporate established under the Central Bank of Malaysia Act, 1958 of Jalan Dato' Onn, 50480 Kuala Lumpur (hereinafter referred to as "the Central Depository" / "the Paying Agent");

AND

- (4) [] a company incorporated in Malaysia and having its registered office at [] (hereinafter referred to as "the Lead Arranger/the Facility Agent").

RECITALS

- (A) Pursuant to the resolution of the Board of Directors of the Issuer dated [], the Issuer has created [] [Zero Coupon/Floating Rate/ %] [unsecured/redeemable/bank guaranteed] bearer Debt Securities in the aggregate nominal amount of [] each (hereinafter referred to as "the Bonds") and has determined to constitute the same in the manner and subject to the terms and conditions contained in a Trust Deed dated the [] day of [], [] between (i) the Issuer and (ii) the Trustee (hereinafter referred to as "the Trust Deed").
- (B) "The Bonds" shall be issued subject to the terms and conditions contained in the Trust Deed.
- (C) "The Bonds" shall be issued with [] warrants which shall be detached upon issue of "the Bonds". *(Only applicable if Bonds are issued together with Warrants)*
- (D) The Central Depository operates and manages a scripless book-entry securities trading and funds transfer system known as "Real Time Electronic Transfer of Funds and Securities" (hereinafter referred to as "RENTAS").

- (E) As part of RENTAS, the Central Depository operates and manages the Scripless Securities Trading System (hereinafter referred to as "SSTS") which is a scripless book-entry securities trading system that effects and records the trading and settlement of securities traded on RENTAS and an inter bank funds transfer system that effects and records transfers of funds between the Central Depository and persons approved by it to have access to and utilise RENTAS (hereinafter referred to as "RENTAS members").
- (F) "The Bonds" are debt securities which are traded through RENTAS.
- (G) The Issuer wishes to appoint the Central Depository to act as depository and the Paying Agent to act as paying agent for "the Bonds".

OPERATIVE PROVISIONS

NOW IT IS HEREBY AGREED AND DECLARED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, except where the context otherwise requires, the following terms and expressions shall have the following meanings:-

<u>WORDS</u>	<u>DEFINITIONS</u>
"AGGREGATE CUSTOMERS SECURITIES ACCOUNT"	the account maintained by ADI with BNM for Debt Securities holders who are not RENTAS members;
"AUTHORISED DEPOSITORY INSTITUTION" OR "ADI"	a financial institution licensed under the BAFIA 1989 and the IBA 1983 who is a RENTAS member and authorised or approved by BNM to receive and make payment relating to bonds and to effect transfers Debt Securities;
"BAFIA 1989"	the Banking and Financial Institutions Act, 1989;
"BIDS"	Bond Information and Dissemination System;
"BIDS Rules"	Rules on BIDS 2001 issued by BNM and as modified or revised or substituted from time to time by BNM;
"BNM"	BANK NEGARA MALAYSIA, a body corporate established under the Central Bank of Malaysia Act, 1958 of Jalan Dato' Onn, 50480 Kuala Lumpur;

"BUSINESS DAY"	any day from Monday to Friday but excluding any day which is a public holiday or bank holiday in Kuala Lumpur;
"CASH ACCOUNT"	the cash account maintained with BNM, Jabatan Pengurusan dan Operasi Matawang;
"CENTRAL DEPOSITORY"	BANK NEGARA MALAYSIA and includes its successors-in-title and permitted assigns or such other persons approved by the Trustee to act as custodian of the Global Certificate;
"DEBT SECURITIES"	all debt securities (public or private) traded through RENTAS but exclude debt securities listed on Bursa Malaysia Berhad and where the context so admits, shall also mean "the Bonds";
"DEBT SECURITIES HOLDERS"	the several persons who are for the time being the beneficial owners of the Debt Securities, as evidenced by the records maintained by ADIs;
"FAST"	Fully Automated System for Issuing/Tendering;
"FAST RULES"	Rules on FAST 2005 issued by BNM and as modified or revised or substituted from time to time by BNM;
"FINANCIAL INSTITUTIONS"	commercial banks and investment banks, licensed under section 6(4) of the Banking and Financial Institution Act 1989 (BAFIA) and Islamic banks licensed under section 3 of the Islamic Banking Act 1983 (IBA);
"GLOBAL CERTIFICATE"	the Global Certificate in respect of the Debt Securities in the form set out in the Trust <i>Deed (to define the primary and secondary global certificate, whichever is applicable)</i> ;
"IBA 1983"	the Islamic Banking Act 1983;
"IFTS"	in relation to RENTAS means Interbank Funds Transfer System. The IFTS effects and records the transfer of funds between participating RENTAS member;
"INTEREST"	the interest payable in respect of the Debt Securities pursuant to the terms of the Trust Deed;

“INTEREST PAYMENT DATE”	the date on which Interest is payable in accordance with the terms of the Trust Deed and the last Interest Payment Date shall be on the Redemption Date and shall fall on a Business Day;
“IPBM Code”	the Code of Conduct and Market Practices for the Malaysian Corporate Bond Market, 1998, issued by Institut Peniaga Bon Malaysia and approved by BNM;
“ISSUE DATE”	the date on which the Debt Securities are issued, together with the rights to the provisional allotment of the [] Warrants which date shall fall on a Business Day;
“ISSUER”	[] a company incorporated in Malaysia and having its registered office at [] and includes its successors-in-title and permitted assigns;
“LEAD ARRANGER” [LA] /FACILITY AGENT [FA]	[] a company incorporated in Malaysia and having its registered office at [] and who is responsible for arranging and managing the issue of the Debt Securities together with the [] Warrants and includes its successors-in-title and permitted assigns;
“LEAD ARRANGER’S/ FACILITY AGENT’S CASH ACCOUNT”	the cash account maintained by the LA with Jabatan Pengurusan & Operasi Matawang, BNM;
“OWN SECURITIES ACCOUNT”	that account maintained by an ADI with BNM for holding Debt Securities owned by or belonging to the ADI;
“PARTIES”	the Issuer, the Trustee, the Central Depository, the Paying Agent and the Lead Arranger/the Facility Agent and “Party” means any of them;
“PAYING AGENT”	BANK NEGARA MALAYSIA, and includes its successors-in-title and permitted assigns or such other persons approved by the Trustee to act as paying agent for the Debt Securities;
“REDEMPTION DATE”	the date on which the Debt Securities are to be redeemed in full by the Issuer in accordance with the terms of the Trust Deed which date shall fall on a Business Day;

“REDEMPTION PROCEEDS”	the principal, any interest accrued and remaining unpaid and any other monies payable to the Debt Securities holders in respect of the Debt Securities pursuant to the terms of the Trust Deed;
“RENTAS”	the Real Time Electronic Transfer of Funds and Securities System;
“RENTAS RULES”	Rules on the Scripless Securities under the RENTAS 2006 issued by BNM and as modified or revised or substituted from time to time by BNM;
“SALE AND PURCHASE AGREEMENT”	the sale and purchase agreement dated [] entered into between the [parties to this agreement]
“SSTS”	the Scripless Securities Trading System is a part of RENTAS System operated by BNM which is a scripless book-entry securities trading system that effects and records the trading and settlement of securities listed on such system;
“TRUST DEED”	the trust deed dated the [] day of [], [] between the Issuer and the Trustee with such modifications as the parties thereto may agree from time to time; and
“TRUSTEE”	[] a company incorporated with limited liability under the laws of Malaysia and having its registered office at [] in its capacity as trustee for the Debt Securities holders under the Trust Deed and includes its successors-in-title and permitted assigns in such capacity.

1.2 **Interpretation**

- (a) Except to the extent that the context requires otherwise, any reference to “this Agreement” or to any other agreement or document is a reference to this Agreement (including the schedules and appendices) or, as the case may be, the relevant agreement or document as amended, supplemented or novated from time to time or the relevant agreement or document, as the case may be, and includes a reference to any document which amends, waives, is supplemental to or novates the terms of this Agreement or, as the case may be, the relevant agreement or document;
- (b) Except where otherwise stated, any reference to any statutory provision includes a reference to any modification, extension or re-enactment thereof (whether made before or after the date hereof) for

the time being in force and also includes a reference to all by-laws, instruments, orders and regulations for the time being made thereunder or deriving therefrom;

- (c) Except where otherwise stated, any reference to the "RENTAS Rules" or any respective section thereof includes any amendment or modification thereof;
- (d) Except where otherwise stated, any reference to "law" includes constitution, decree, judgement, legislation, order, ordinance, regulation, statute, treaty, by-law, governmental directions, orders or guidelines or other legislative measures in Malaysia;
- (e) Except to the extent that the context requires otherwise, references to the singular number shall include references to the plural number and vice versa.
- (f) Words denoting one gender include the other gender
- (g) Words denoting persons include corporations and vice versa and also include their respective heirs, personal representatives, successors-in-title or permitted assigns, as the case may be;
- (h) References to "include" and "including" shall be construed without limitation;
- (i) Where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning;
- (j) Where a word or phrase indicates an exception to any of the provisions of this Agreement and a wider construction is possible, such word or phrase is not to be construed *ejusdem generis* with any foregoing words or phrases and where a word or phrase serves only to illustrate or emphasise any of the provisions of this Agreement, such word or phrase is not to be construed, or to take effect as limiting the generality of such provision;
- (k) Except otherwise expressly stated, any reference to "pay", or cognate expressions, includes payments made in cash or effected through inter-bank transfer to the account of the payee, giving the payee access to immediately available, freely transferable, cleared funds;
- (l) Any reference to "writing", or cognate expressions, includes any communication effected by telex, cable or facsimile transmission;
- (m) Except otherwise expressly stated, time is of the essence of this Agreement and any reference to time refers to Malaysian time and 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 **Headings**

The table of contents, headings and sub-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 contained herein.

1.4 **Language**

English is the governing language of this Agreement and shall prevail over any translations that shall be made of this Agreement. All correspondence, notices or other documents required or permitted hereunder may be drawn up in English or Bahasa Melayu and drawings and diagrams shall be annotated in English or Bahasa Melayu.

1.5 **Recitals**

The Recitals, schedules and appendices 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 giving the provisions contained in the Clauses of this Agreement priority and precedence over the provisions contained in the Recitals, schedules and appendices of and to this Agreement.

2. **APPOINTMENTS**

2.1 **Appointment of Central Depository**

The Issuer hereby appoints the Central Depository and the Central Depository hereby agrees to act as depository in connection with the "the Bonds" and to fulfill its functions and obligations upon the terms and subject to the conditions of this Agreement.

2.2 **Appointment of Paying Agent**

The Issuer hereby appoints the Paying Agent and the Paying Agent hereby agrees to act as paying agent in connection with "the Bonds" and to fulfill its functions and obligations upon the terms and subject to the conditions of this Agreement.

2.3 **Terms of appointment**

The Central Depository and Paying Agent shall act solely as the depository and paying agent respectively in respect of "the Bonds" and shall not be deemed to have assumed any obligation or any fiduciary duty to the Issuer, the Trustee or the Lead Arranger/the Facility Agent other than those specifically set out in this Agreement. Nothing in this Agreement shall be construed to

give rise to any legally binding or enforceable obligation between the Central Depository and the Debt Securities holders and the Paying Agent and the Debt Securities holders.

3. FEES

- 3.1 The Issuer shall pay the Central Depository and Paying Agent the fees and charges as shall be imposed by the Central Depository and Paying Agent from time to time for the performance of their respective obligations under this Agreement.

4. OBLIGATIONS OF THE ISSUER

4.1 Delivery of Global Certificate

The Issuer shall deliver the Global Certificate to the Central Depository through the Lead Arranger/the Facility Agent, in accordance with the FAST Rules and RENTAS Rules.

4.2 Payment of Interest and Redemption Proceeds

- (a) In order to provide for the payment of Interest and Redemption Proceeds as the same shall become due and payable in accordance with the terms of the Trust Deed, the Issuer shall in accordance with Part III of the RENTAS Rules, unconditionally make available by interbank transfer to the Lead Arranger's/the Facility Agent's Cash Account, and the Lead Arranger/the Facility Agent shall in accordance with Part III of the RENTAS Rules unconditionally make available by IFTS to Jabatan Pengurusan & Operasi Matawang, BNM for credit of:-
- (i) Account Number: 1599990200
an amount sufficient to pay the Interest due and payable on the next Interest Payment Date; and
 - (ii) Account Number 1599990219
an amount sufficient to pay the Redemption Proceeds due and payable on the Redemption Date.
- (b) The payment of Redemption Proceeds made by the Issuer in accordance with Clause 4.2(a) satisfies and discharges the obligations of the Issuer *pro tanto* under the Trust Deed in respect of that payment.

4.3 Provision of Notices

- (a) The Issuer shall make available through the Lead Arranger/the Facility Agent to the Central Depository and/or Paying Agent a copy of all notices sent to the Trustee if such notices affect the duties and obligations of the Central Depository and/or Paying Agent under this Agreement.

- (b) In the event all or part of “the Bonds” are cancelled for any reason whatsoever, the Issuer shall make announcement to the market through the Lead Arranger/the Facility Agent in accordance with the provisions in the issuance documents.

5. OBLIGATIONS OF THE CENTRAL DEPOSITORY

5.1 Global Certificate

The Central Depository shall hold in custody the Global Certificate for and on behalf of the Trustee and shall not release the Global Certificate from its custody unless:-

- (a) “the Bonds” are redeemed in full; or
- (b) “the Bonds” are partially redeemed in which event the provision of clause 5.3(c) shall apply; or
- (c) the prior written consent of the Trustee and the Issuer have been obtained.

5.2 Trading of the Bonds

- (a) The Central Depository shall:-
 - (i) permit “the Bonds” to be traded through RENTAS; and
 - (ii) maintain an electronic book-entry system in the SSTS central computer to record holdings of “the Bonds” held and transactions of “the Bonds” carried out by ADI;in accordance with the RENTAS Rules and/or the IPBM Code.
- (b) The Central Depository shall not revoke its permission given under Clause 5.2(a)(i) unless required to do so by any written law or allowed under the RENTAS Rules and/or the IPBM Code.

5.3 Due care

The Central Depository hereby covenants and undertakes that it shall handle the Global Certificate at all times strictly in accordance with the terms and conditions of this Agreement and the RENTAS Rules and perform the acts and duties imposed upon the Central Depository thereunder including but not limited to the following:-

- (a) properly and with due care, store and handle the Global Certificate on behalf of the Trustee for the Debt securities holders;
- (b) in the event of redemption of “the Bonds” in full, deliver to the Lead Arranger/the Facility Agent the Global Certificate for redemption and

cancellation; and/or

- (c) in the event of partial redemption of "the Bonds" deliver to the Lead Arranger/the Facility Agent the Global Certificate for partial redemption and cancellation and replacement with a new Global Certificate to reflect the new outstanding issue amount.

5.4 **Responsibility of the Central Depository**

Once the Global Certificate has been deposited with the Central Depository by the Issuer in accordance with Clause 4.1, the Central Depository shall become solely responsible and liable for any wrongful or inaccurate recording of holdings of "the Bonds" held, or transactions of "the Bonds" by the ADI, which for the purpose of this Clause shall be deemed to be the agents and servants of the Central Depository in accordance with the RENTAS Rules and/or the IPBM Code.

5.5 **Provision for lost, stolen or destroyed Global Certificate**

Provided that the Central Depository complies with its obligations under Clause 5.3 above, the Central Depository shall not be liable for any expense, loss, damage or liability arising out of or in connection with the loss, theft or damage of the Global Certificate, save where such expense, loss, damage or liability is caused by the breach, negligence or willful default of the Central Depository.

5.6 **List of ADI**

Upon a request in writing from the Trustee and/or the Lead Arranger/the Facility Agent on behalf of the Issuer and/or the Trustee from time to time, the Central Depository shall provide to the Trustee and/or the Lead Arranger/the Facility Agent, a list of all ADIs together with particulars of their respective holdings of "the Bonds" in their Aggregate Customers' Securities Account and Own Securities Account.

6. **OBLIGATIONS OF THE PAYING AGENT**

6.1 **Payment of Interest**

Subject to the receipt of funds in accordance with Clause 4.2 and the provisions of Clauses 6.3 and 6.4, the Paying Agent shall on each Interest Payment Date credit the Cash Account of the relevant ADI:-

- (i) with the Interest due and payable to ADI, in respect of "the Bonds" held by or belonging to it in its Own Securities Account; or
- (ii) with the Interest due and payable to Debt Securities holders who are not RENTAS members, in respect of "the Bonds" held

by or belonging to such Debt Securities holders in ADI's Aggregate Customers' Securities Account;

in accordance with Part III of the RENTAS Rules.

6.2 **Payment of Redemption Proceeds**

Subject to the receipt of funds in accordance with Clause 4.2 and the provisions of Clauses 6.3 and 6.4, the Paying Agent shall on the Redemption Date credit the Cash Account of the relevant ADI:-

- (i) with the Redemption Proceeds due and payable to ADI, in respect of "the Bonds" held by or belonging to it in its Own Securities Account; or
- (ii) with the Redemption Proceeds due and payable to Debt Securities holders who are not RENTAS members, in respect of "the Bonds" held by or belonging to such Debt Securities holders in ADI's Aggregate Customers' Securities Account;

in accordance with Part III of the RENTAS Rules.

6.3 **Responsibility of the Paying Agent**

Once the Global Certificate has been deposited with the Central Depository by the Issuer in accordance with Clause 4.1, the Paying Agent shall become solely responsible and liable for any wrongful or inaccurate crediting of Interest and/or Redemption Proceeds due and payable to the Aggregate Customers' Securities Account or the Own Securities Account of the relevant ADI in accordance with the RENTAS Rules and/or the IPBM Code;

6.4 **Withholding Tax**

The Paying Agent may withhold or deduct any tax that it is required by law to withhold or deduct from any payment under Clause 6.1 and shall not be liable to account to the Debt Securities holders for any such withholding or deduction.

6.5 **Shortfall in funds and notice of non-payment or late payment**

- (a) If there are insufficient funds to pay the Interest and/or the Redemption Proceeds due and payable on the due date for the payment of Interest and/or Redemption Proceeds, the Paying Agent shall refrain from making any payment of Interest and/or the Redemption Proceeds due and payable on the due date and if the trading of "the Bonds" on RENTAS is suspended in accordance with the RENTAS Rules, the Paying Agent may cease to carry out its obligations as a Paying Agent. Any payment of Interest and/or Redemption Proceeds after the suspension shall be in accordance with the RENTAS Rules. The Paying Agent shall have no liability to the Issuer or any Debt Securities holders, the Trustee or any other person in respect of any expense, loss, damage or liability suffered by the

Issuer or the Debt Securities holders by reason of the aforesaid withholding of payment of Interest and/or the Redemption Proceeds or suspension of trading of "the Bonds" on RENTAS.

- (b) Upon being notified by the Lead Arranger/the Facility Agent that all shortfalls of Interest and/or Redemption Proceeds due and payable and any other monies payable pursuant to the terms of the Trust Deed has been paid by the Lead Arranger/the Facility Agent on behalf of the Issuer, into the Paying Agent's Cash Account, the Paying Agent shall pay the Interest and/or Redemption Proceeds outstanding in accordance with Clause 6.1 and 6.2.

7. OBLIGATIONS OF THE LEAD ARRANGER/THE FACILITY AGENT

7.1 As Intermediary

The Lead Arranger/The Facility Agent shall receive and forward all documents, notices, Interest and/or the Redemption Proceeds from and to the relevant parties, in accordance with the RENTAS Rules and/or the IPBM Code and the Agreement herein.

7.2 Late Payment of Interest and/or Redemption Proceeds

- (a) In the event that there are insufficient funds to pay the Interest and/or Redemption Proceeds due and payable, the Lead Arranger/the Facility Agent shall notify the Trustee in accordance with the RENTAS Rules.
- (b) If payment of any sum due from the Issuer in respect of any of "the Bonds" is made after the due date for payment of that sum, the Lead Arranger/the Facility Agent shall immediately notify the Paying Agent and the Trustee that such payment has been made in accordance with the RENTAS Rules.

7.3 Notices to the Market

In the event that the Issuer has not deposited sufficient funds to pay the Interest and /or Redemption Proceeds due and payable on the due date for the payment of Interest and/or Redemption Proceeds, the Lead Arranger/the Facility Agent shall notify the market of such non-payment of Interest and/or Redemption Proceeds or default and/or any suspension of "the Bonds", within one (1) Business Day thereafter through BIDS and/or the news service providers (Telerate, Reuters and Bloomberg) and daily newspapers.

7.4 Authentication

The Issuer hereby authorizes the Lead Arranger/the Facility Agent and the Lead Arranger/the Facility Agent hereby agrees to authenticate on behalf of the Issuer and the Trustee, manually by one or more duly authorised officers of the Lead Arranger/the Facility Agent, the Global Certificate.

8 UNCERTAIN OR UNEXPECTED HOLIDAY

- 8.1 When a public holiday falls in a day that was originally expected to be a Business Day or when a public holiday is declared at the eleventh hour, the Interest and Redemption Proceeds shall be payable in accordance with Part V of the RENTAS Rules.

9. INDEMNITY

- 9.1 The Issuer hereby agrees to indemnify the Central Depository and the Paying Agent from and against any claim, expenses, loss, damage or liability (as to the amount of which the certificate of the Central Depository or Paying Agent, as the case may be, shall, in the absence of manifest error, be conclusive) suffered by the Central Depository and/or the Paying Agent (i) arising out of or in connection with the due and proper performance of their respective duties under this Agreement (save and except where such claims, expenses, losses, damage or liability is caused by the breach, negligence or willful default of the Central Depository and/or the Paying Agent); or (ii) arising out of or in connection with the breach by the Issuer of any of its obligations under this Agreement. Such indemnity shall extend to include all costs and expenses which the Central Depository and/or the Paying Agent may reasonably incur in defending any claim or liability in respect of which indemnity may be sought against the Issuer under this Clause.

10. CHANGE IN CENTRAL DEPOSITORY AND/OR PAYING AGENT

10.1 Resignation of Central Depository and/or Paying Agent

- (a) Subject to Clause 10.1(b), the Central Depository and/or Paying Agent may resign by giving at least three (3) months notice in writing (or such shorter period as the Issuer and the Trustee may agree) to the Issuer and the Trustee of its desire to do so;
- (b) The Central Depository and/or Paying Agent shall not be entitled to resign in accordance with Clause 10.1(a) if the resignation of the Central Depository and/or Paying Agent would in the opinion of the Trustee, result in "the Bonds" ceasing to be traded. Under such circumstances, the Trustee shall be entitled to return and treat as having been revoked, any notice given pursuant to Clause 10.1(a);
- (c) If the Central Depository and/or Paying Agent gives a notice of resignation under Clause 10.1(a), and the notice is not revoked under Clause 10.1(b), the Issuer shall procure the appointment of a new depository and/or paying agent, as the case may be for "the Bonds"; and
- (d) Any new depository and/or paying agent must be approved by the Trustee and the Issuer.

10.2 **Replacement of Central Depository and/or Paying Agent**

Save as provided in Clause 10.1, the Central Depository and/or Paying Agent may only be replaced with the agreement of all the Parties.

10.3 **Resignation or Replacement Deferred**

Notwithstanding any other provision of this Agreement so long as any of "the Bonds" remain outstanding, the resignation or replacement of the Central Depository and/or the Paying Agent shall not take effect until the appointment of the new depository and/or Paying Agent, as the case may be. The resignation or replacement of the Central Depository and/or Paying Agent shall not prejudice the rights of the Issuer and the Trustee nor diminish the liability of the Central Depository and/or the Paying Agent pursuant to this Agreement arising or accruing up to the time of such resignation or replacement.

11. DISPUTE RESOLUTION

11.1 Any dispute, difference, controversy or claim arising out of or in relation to this Agreement or the breach, termination or invalidity thereof shall be settled in so far as it is possible, by mutual consultation and consent.

11.2 If any of the Parties should be unable to reach mutual consent within thirty (30) days after the notice by any Party to the other to the dispute, difference, controversy or claim, the question shall be settled by arbitration. The award and findings of the arbitrator shall be final and binding upon the Parties. The arbitration shall be conducted under the auspices of the Kuala Lumpur Regional Centre for Arbitration in accordance with the Rules for Arbitration of the Kuala Lumpur Regional Arbitration Centre and shall be by one (1) arbitrator to be appointed by mutual agreement of the Parties. If the Parties are unable to agree upon an arbitrator within thirty (30) days from receipt by any Party of a notice to agree upon an arbitrator, each Party to the dispute shall appoint an arbitrator and in the event that there is an even number of arbitrators, the arbitrators appointed shall collectively appoint another arbitrator.

12. CERTIFICATES

12.1 Subject to the provisions of the Companies Act 1965, if the Global Certificate is lost or destroyed or stolen then upon proof thereof to the satisfaction of the Issuer and on such indemnity as the Issuer deems adequate being given and on the payment of the amount of all taxes and duties and out-of-pocket expenses payable on or in connection with the issue thereof together with a further fee not exceeding such maximum sum as may be prescribed from time to time, by any applicable law or regulation or relevant authorities as the Issuer may determine, a new Global Certificate shall be issued in replacement of such lost or destroyed or stolen Global Certificate.

13. **GENERAL**

13.1 **Notices**

(a) A notice or other communication (including, but not limited to a request, demand, consent or approval) to or by a Party:-

(i) shall be in legible writing addressed as shown below:-

(A) if to the Issuer : []

Attention : The Company Secretary
Address : []
Facsimile No. : []

(B) if to the Trustee : []

Attention : The Senior Manager
Address : []
Facsimile No. : []

(C) if to the Central Depository/Paying Agent :
Bank Negara Malaysia

Attention : The Director
Payment Systems Policy Department
Address : Bank Negara Malaysia
Jalan Dato' Onn
50480 Kuala Lumpur
Facsimile No. : (03) 26920625

(D) if to the Lead Arranger/the Facility Agent : []

Attention : The Senior Manager
Address : []
Facsimile No. : []

or to any other address specified by a Party to the sender by notice in writing;

(ii) shall be signed by an authorised officer, or be under the common seal of the sender;

(iii) in the case of a facsimile, shall be stated to be sent under the signature of an authorised officer or under the common seal of the sender;

(iv) is deemed to be given by the sender and received by the addressee : -

- (A) if by delivery in person, when delivered to the addressee provided that if the delivery is on a day which is not a Business Day or is after 3.00 p.m. it shall be deemed to be given at 9.00 a.m. on the next Business Day;
- (B) if by ordinary or registered post (not being A R Registered) three (3) Business Days after posting; or
- (C) if by facsimile transmission, one (1) Business Day after transmission subject to receipt by the sender of a full transmission report emanating from the facsimile machine of the sender.

(b) In this Clause, a reference to an addressee includes a reference to an addressee's officers, agents or employees.

13.2 **Governing law**

- (a) This Agreement shall be governed by, and construed in accordance with, the exclusive laws of Malaysia; and
- (b) The Parties irrevocably submit to the jurisdiction of the courts of Malaysia.

13.3 **Enforceability**

Any provision of, or the application of any provision of this Agreement which is void, illegal or unenforceable is ineffective only to the extent of that voidability, illegality or unenforceability.

13.4 **Waivers**

- (a) Waiver of any breach of this Agreement or of any right, power, authority, discretion or remedy arising upon a breach of or default under this Agreement, shall be in writing and signed by the authorised signatory of the Party granting the waiver;
- (c) A breach of or default under this Agreement shall not be waived by any failure or delay in exercising or partial exercise of any right, power, authority, discretion or remedy under this Agreement;
- c) A right, power, authority, discretion or remedy created or arising upon a breach of or default under this Agreement shall not be waived by any failure or delay in the exercise, or a partial exercise, of that or any other right, power, authority, discretion or remedy.

13.5 **Amendment**

Any amendment of this Agreement shall be in writing and signed by all the Parties.

13.6 **Cumulative rights**

The rights, powers, authorities, discretions and remedies of a Party under this Agreement shall not exclude any other right, power, authority, discretion or remedy available at law.

13.7 **Assignment**

- (a) A Party shall not assign any of its rights under this Agreement without the prior written consent of all the other Parties;
- (b) A Party may withhold consent under Clause 13.7(a) in its absolute discretion.

13.8 **Stamp duty**

The Issuer shall pay and shall keep the Central Depository, the Paying Agent, the Trustee and the Lead Arranger/the Facility Agent indemnified against all stamp duty payable in connection with:-

- (a) this Agreement;
- (b) any document executed under this Agreement; and
- (c) any transaction or matter referred to in or contemplated by this Agreement.

13.9 **Costs and expenses**

In addition to and without prejudice to Clause 13.8, the Issuer shall pay the costs and expenses in respect of:-

- (a) the preparation and execution of this Agreement;
- (b) any document executed under this Agreement; and
- (c) any transaction or matter referred to in or contemplated by this Agreement.

13.10 **Further assurances**

Each Party shall do all things (including, but not limited to, executing all documents) necessary to give effect to this Agreement.

13.11 **Entire Agreement**

This Agreement is the entire agreement between the Parties and supersedes and cancels all prior representations, negotiations, letters, acceptances, agreements, understandings and contracts, whether verbal or written, between the Parties or their agents, with respect to or in connection with any of the matters or things to which this Agreement applies or refers.

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

The Issuer

The Common Seal of [] was)
hereunto affixed in the presence of:-)

DIRECTOR
Name:

DIRECTOR/SECRETARY
Name:

The Trustee

The Common Seal of [] was)
hereunto affixed in the presence of:-)

DIRECTOR
Name:

DIRECTOR/SECRETARY
Name:

The Central Depository/Paying Agent

The Common Seal of **BANK NEGARA**)
MALAYSIA as the Central Depository/)
Paying Agent was hereunto affixed in)
the presence of:-)

DIRECTOR

DIRECTOR/SECRETARY

The Lead Arranger/the Facility Agent

Signed by)
)
)
)
)
as Attorney for and on behalf of)
[] as the Lead Arranger/the)
Facility Agent in the)
presence of:-)