

AMSTEEL CORPORATION BERHAD

REVISED PRINCIPAL TERMS AND CONDITIONS OF THE ACB BONDS (“PTC”)

Issuer	Amsteel Corporation Berhad ("ACB")						
Status and Ranking	<p>The ACB Bonds constitute direct, unsubordinated and secured obligations of ACB.</p> <p>The corresponding tranches/classes of the ACB Bonds and ACB-SPV Consolidated and Rescheduled Debts rank pari passu with each other in respect of the Additional Security (as set out in “Additional Security” section of this PTC)</p> <p>The Class A Bonds, the Class B Bonds, the Class A SPV Consolidated and Rescheduled Debts and the Class B SPV Consolidated and Rescheduled Debts rank in priority to the Class C Bonds and Class C SPV Consolidated and Rescheduled Debts in respect of the Additional Security.</p> <p>Holders of the ACB Bonds rank in priority to all other creditors (except for certain priority interests arising from operation of law) in respect of the Security under the Security Documents.</p> <p>Holders of the ACB Bonds rank at least pari passu with all other unsecured and unsubordinated creditors of ACB (except for certain priority interests arising from operation of law) in respect of assets of ACB which are not part of the Additional Security.</p>						
Form and denomination	The ACB Bonds are represented by a Global Certificate deposited with Bank Negara Malaysia. The ACB Bonds are in denominations of RM1.00						
Classes of ACB Bonds	<p>The classes of ACB Bonds are as follows:-</p> <ul style="list-style-type: none">(i) ACB "A (1)" Bonds(ii) ACB "A (2)" Bonds(iii) ACB "B" Bonds(iv) ACB "C" Bonds						
Tenure	<p>The tenure of the ACB Bonds to be extended to the following dates:</p> <table><tr><td>ACB "A (1)" Bonds</td><td>31 December 2011</td></tr><tr><td>ACB "A (2)" Bonds</td><td>31 December 2011</td></tr><tr><td>ACB "B" Bonds</td><td>31 December 2014</td></tr></table> <p>The tenure for ACB "C" Bonds remain unchanged at 10 years.</p>	ACB "A (1)" Bonds	31 December 2011	ACB "A (2)" Bonds	31 December 2011	ACB "B" Bonds	31 December 2014
ACB "A (1)" Bonds	31 December 2011						
ACB "A (2)" Bonds	31 December 2011						
ACB "B" Bonds	31 December 2014						
Issue Price	At 100% of the net present value of the ACB "A(1)" Bonds / ACB "A(2)" Bonds / ACB "B" Bonds / ACB "C" Bonds						

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Coupon Rate

The ACB Bonds are zero coupon

Yield to Maturity

The cash yield to maturity ("YTM") for the ACB Bonds is as follows:

ACB " A (1)" Bonds	7.00%
ACB " A (2)" Bonds	6.00%
ACB " B(a)" Bonds	4.00%
ACB " B(b)" Bonds*	7.00%
ACB " C" Bonds	4.75%

** - issued to Lion Industries Corporation Berhad (formerly known as Lion Land Berhad) pursuant to Acquisition of Lion Plaza*

The accrued YTM up to 31 October 2007 will be paid back-end for each of the relevant ACB Bonds/ACB SPV Debts. The aforesaid accrued YTM from 1 November 2007 up to the payment date shall not accrue any interest.

Trustee

Bumiputra-Commerce Trustee Berhad (now known as CIMB Trustee Berhad)

Registrar

RHB Sakura (now known as RHB Investment Bank Berhad)

Facility Agent

RHB Sakura (now known as RHB Investment Bank Berhad)

Listing

The ACB Bonds are not listed

Rating

The ACB Bonds are not rated

Redemption

Unless previously redeemed or cancelled, the ACB Bonds will be redeemed on the respective redemption dates and for the respective redemption amounts set out in Annexure F.

The ACB Bonds for a particular redemption date shall be redeemed on a *pro rata* basis with the ACB Debts for the same repayment date.

The redemption amounts paid on the respective redemption dates shall be from ACB Dedicated Cash-flow. If there is any surplus in respect of the ACB Dedicated Cash-flow after the redemption amounts for a particular redemption date have been fully repaid, ACB has the option of an early redemption of the ACB Bonds, as described below.

"ACB Dedicated Cash-flow" means cash-flow from the following sources:-

- (i) surplus proceeds after the payment of the relevant ACB "A (1)" and "A (2)" Bonds and ACB-SPV "A (1)" and "A (2)" Consolidated and Rescheduled Debts and corresponding ACB "A(1)" and "A(2)" Debts after deduction for taxes payable in respect of the disposal and any direct incidental expenses, from the disposal of any asset in the ACB Group Divestment Programme (i) over which there is presently a security or from the disposal of any of the Substitute Securities (as defined below) in the ACB Group Divestment Programme which is also a Pool Substitute Security over which a first priority ranking charge is created in favour of the Class A(1) Bondholders and holders of Class A(1) ACB-SPV Consolidated and Rescheduled Debts; and (ii) in connection with the debenture created or to be created by Araprop Development Sdn Bhd which is also a Pool Substitute Security over which a second priority charge is or is to be created;
- (ii) proceeds from the disposal of any Divestment Asset over which there is no security prior to the execution of the Trust Deed, after deduction for taxes payable in respect of that disposal and any direct incidental expenses;
- (iii) proceeds from the redemption of the LCB Bonds received by the Issuer, together with proceeds from the sale of the shares in Lion Corporation Berhad attached to the LCB Bonds, after deduction for taxes payable in respect of that disposal and any direct incidental expenses; and
- (iv) proceeds from the disposal of any assets (other than an asset in the ACB Group Divestment Programme), after deduction for taxes payable in respect of that disposal and any direct incidental expenses.

Early redemption / Accreted Value

ACB may, at its option, redeem the ACB Bonds before their scheduled redemption dates. ACB shall be obliged to redeem the ACB Bonds and ACB Debts where ACB has available in its Redemption Account, no less than RM20 million of ACB Dedicated Cash-flow.

Early redemption of the ACB Bonds will proceed in chronological order of redemption dates, starting with the next redemption date after the latest scheduled redemption.

Early redemption of the ACB Bonds for a particular redemption date shall be on a *pro rata* basis with the ACB Debts for the same repayment date. In the event the ACB

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Bonds due on the next redemption date are not fully redeemed but redeemed only in part, the redemption will be done on a *pro rata* basis.

In the event there are ACB "B" Bonds and ACB "C" Bonds due on a particular redemption date, the ACB "B" Bonds will be fully redeemed before early redemption of the ACB "C" Bonds.

If an Event of Default has occurred or deemed to have occurred in respect of the ACB Bonds as declared by notice in writing to ACB, the accreted value of all outstanding ACB Bonds together with accrued interest thereon and all other sums payable to the Bondholders shall become immediately due and payable.

The redemption amount payable by ACB on early redemption or the accreted value payable by ACB upon declaration of an Event of Default shall be calculated in accordance with the formulae set out below:

$$EA = \frac{A}{(1 + R)^M} \times (1 + R)^N$$

where:

"EA" means the amount payable upon early redemption of that ACB Bonds or the accreted value of that ACB Bonds, as the case may be;

"A" means the original Redemption Amounts of that ACB Bonds, which is repaid earlier than scheduled or at the time of the declaration of an Event of Default, as the case may be;

"R" means the following return per day:

- (i) in respect of a Class A(1) ACB Bonds, 0.018538334%;
- (ii) in respect of a Class A(2) ACB Bonds, 0.015965359%;
- (iii) in respect of a Class B(a) ACB Bonds, 0.010745978%;
- (iv) in respect of a Class B(b) ACB Bonds, 0.018538334%; and
- (v) in respect of a Class C ACB Bonds, 0.012714883%;

"M" means the number of days from the Issue Date to the relevant Redemption Date of that ACB Bonds (both dates inclusive); and

"N" means the number of days between the Issue Date of that ACB Bonds and the date of early redemption of that ACB Bonds or the date of the declaration of an Event of Default, as the case may be.

Purchase

On the disposal of a presently secured asset, including the Pool Substitute Securities (as defined in "Existing Security" section of this PTC) but other than a Development Property Unit of an ACB Secured Scheme Creditor, the net proceeds will be used to purchase the relevant ACB "A (1)" or "A (2)" Bonds held by the said ACB Secured Scheme Creditor. The purchase price in this instance will be calculated in accordance with the formulae set out in "Early Redemption" section of this PTC.

In any other situation apart from the above, ACB may purchase the ACB Bonds from any holder of the ACB Bonds, by way of private treaty up to an aggregate amount of RM8 million, at a price to be agreed between both parties. For the purchase of ACB Bonds in excess of an aggregate amount of RM8 million, a tender will be required.

Monies which are ACB Dedicated Cash-flow shall not be used for the purchase of ACB Bonds. Monies for the purchase of any ACB Bonds shall be monies other than the ACB Dedicated Cash-flow.

All ACB Bonds purchased by ACB will be cancelled.

Transfer Restrictions

The ACB Bonds may only be transferred to persons who are the first holders of the ACB Bonds under the ACB Scheme.

Taxation

All payments made by ACB to the holders of the ACB Bonds will be made in full without any deduction or withholding unless required by law.

Events of Default

Events of default as set out in Annexure C

Declaration of Default

The ACB Bonds and ACB Debts shall be in default only in the event a default has occurred in respect of the ACB Debts AND the Trustee is instructed by the following to declare an event of default under the ACB Bonds:-

- (i) if there are ACB "A(1)" and "A(2)" Bonds outstanding, holders of the Class A Bonds/SPV Debts by Class A Special Resolution;
- (ii) if there are no ACB "A (1)" and "A (2)" Bonds outstanding, holders of the Class B Bonds/SPV Debts by Class B Special Resolution;
- (iii) if there are no ACB "A (1)", "A (2)" Bonds and ACB "B" Bonds outstanding, holders of the Class C Bonds/SPV Debts by Class C Special Resolution.

The Trustee may declare an event of default at its own discretion in circumstances other than the circumstances provided under item (p), (r), and (s) in the Events of Default.

The ACB Bonds and ACB Debts shall be in default without any Event of Default being required to be declared should ACB repay the ACB Debts at any scheduled repayment date or early repayment date without redeeming the relevant portion of the ACB Bonds and *vice versa*.

Interest on Late Redemption

There is interest on late redemption of 1.00% per annum above the cash yield of the ACB Bonds on amounts that are due and payable which have not been paid.

Commencing 1 January 2005, interest payable as penalty for late redemption of any Redemption Amount shall be calculated on a simple interest basis. The Interest on Late Redemption for Redemption Amount deferred from 31 December 2003 were calculated on a compound basis for the period from 31 December 2003 to 31 December 2004 and on a simple interest basis for the period from 1 January 2005 to the date of payment.

Existing Security

Existing security (as identified in Annexure G (i)), other than security comprising LICB shares, LDHB shares, LFIB shares and Silverstone Berhad shares ("Control Shares"), held by ACB Secured Scheme Creditors will remain in place and retain their existing security priority.

Control Shares:

Control Shares were released and replaced with a package of Substitute Securities (as identified in Annexure G (iii)) with a first priority ranking charge for the benefit of the holders of the Control Shares ("Control Lenders").

New 98,151,977 million new Silverstone Corporation Berhad shares ("New SCB Shares") are charged to the Control Lenders, on a *pro rata* basis, according to their respective share of the Substitute Securities.

New SCB shares can be liquidated only in the event of default of the ACB Bonds and ACB Debts.

A second ranking priority charge in respect of the Substitute Securities (except the New SCB Shares ("Pool Substitute Securities")) have been given to secure the ACB-SPV Consolidated and Rescheduled "B" and "C" Consolidated and Rescheduled Debts-Tranche I held by Bayerische Landesbank in relation to its loan to Avenel Sdn Bhd as at the Effective Date to the extent of the entitlement of the Control Lenders of Avenel Sdn Bhd to the Pool Substitute Securities on terms not inconsistent with the terms found in the security documents for the ACB Bonds.

If any of these Pool Substitute Securities are divested after the Issue Date, the net proceeds from such divestments will be utilized to purchase, on a *pro rata* basis, according to their respective share of the Substitute Securities, each Control Lender's respective amount of ACB "A (1)" Bonds or ACB-SPV "A (1)" Consolidated and

Rescheduled Debts and corresponding ACB "A(1)" Debts, and secondly, surplus divestment proceeds (if any) after all the of ACB "A (1)" Bonds or ACB-SPV "A (1)" Consolidated and Rescheduled Debts and corresponding ACB "A(1)" Debts have been redeemed, would be utilized to purchase the ACB-SPV "B" and "C" Consolidated and Rescheduled Debts-Tranche I and corresponding ACB "B" and "C" Debts held by Bayerische Landesbank in relation to its loan to Avenel Sdn Bhd as at the Effective Date to the extent of the entitlement of the Control Lenders of Avenel Sdn Bhd to the share of the Pool Substitute Securities.

Upon default of ACB Bonds and ACB Debts, net proceeds from the enforcement of the security over these assets will be applied towards redemption/payment, on a *pro rata* basis, according to the respective Control Lender's share of the Substitute Securities, to each Control Lender's outstanding amounts of ACB "A(1)" Bonds or ACB "A(1)" Debts after deducting the "Deemed Value" of the new AMB shares still held by each respective Control Lender at that time. Surplus proceeds (if any) after all the relevant ACB "A (1)" Bonds or ACB-SPV "A (1)" Debts and corresponding ACB "A(1)" Debts have been redeemed, would be utilized to purchase the ACB-SPV "B" and "C" Consolidated and Rescheduled Debts held by Bayerische Landesbank in relation to its loan to Avenel Sdn Bhd as at the Effective Date.

"Deemed value" shall mean the value of the AMB shares based on the 1 month weighted average price of AMB shares ended 5 business days before the redemption/repayment of ACB "A(1)" Bonds or ACB-SPV "A (1)" Consolidated and Rescheduled Debts and corresponding ACB "A(1)" Debts.

Additional Security

The following are the additional security (the "Additional Security") provided by ACB and its subsidiaries to the security trustee in respect of the ACB Bonds and the ACB-SPV Consolidated and Rescheduled Debts:-

- (i) The assets (as identified in Annexure G (ii)) included in the ACB Group Divestment Programme. If there is an existing security on any such assets, the security trustee will take a lower priority security interest;
- (ii) The LCB Bonds and LCB shares attached to LCB Bonds received by ACB;
- (iii) The Redemption Account held by ACB. The Redemption Account will capture the ACB Dedicated Cash-flow;
- (iv) 98,151,977 ordinary shares of RM1.00 each in Silverstone Corporation Berhad (ranking after the SCB Charge) ("SCB Shares");

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- (v) 90,846,000 LDHB RCULS and cash of RM226,399,000.00 (including all rights to such payment and to pursue such payment) of the deferred purchase consideration to be issued and paid to the Issuer as part of the consideration for the disposal by the Issuer (for itself and the Amsteel Group Vendors) and Lion Asia Investment Pte Ltd in the Disposal of the Parkson Retail Group pursuant to the Parkson SPA;
- (vi) The Issuer's rights over charges to be granted by Lion Diversified Holdings Berhad over the LDHB Charge, to the extent that it secures payment of deferred consideration of RM226,399,000 due to the Issuer (for itself and the Amsteel Group Vendors) and Lion Asia Investment Pte Ltd under the Parkson SPA, to secure the Secured Indebtedness in accordance with the Trust Deed;
- (vii) The Put and Call Option Agreement to the extent of 90,846,000 LDHB RCULS;
- (viii) The Residual Assets (as identified in item 67 to 82 in Annexure G(ii), i.e. Shares in subsidiaries of ACB with an Adjusted NTA of RM5 million or more, if any, provided such shares are not encumbered as at the date hereof;
- “Adjusted NTA” shall mean the NTA of that particular company as at 30 June 2003 after adjusting for the aggregate of
- (a) the assets/ investments to be disposed of under the ACB Group Divestment Programme,
 - (b) net inter-group and intra-group balances; and
 - (c) the investment in subsidiary companies;
- (ix) Assignment of all the rights, title and benefit in MC-SPA, charge of unquoted 5 redeemable preference shares of RM1,000 per share in Hy-Line Bhd and charge of quoted 2,000,000 ordinary shares of RM0.15 each in Iris Corporation Bhd by Sea World in connection with the Disposal of LIP;
- (x) LCB Class B(b) RCSLS (if not fully tendered and/or exchanged for);
- (xi) Shares held by ACB group in the following companies:
- The Lenggeng Rubber Company Ltd
 - WGD Retail Consultancy Sdn Bhd
 - MK Land Holdings Berhad
 - Konsortium Logistik Berhad
 - IJM Plantations Berhad
 - Aquabio Holdings Sdn Bhd
 - Harbour Homes Sdn Bhd

- Lion Seatings Sdn Bhd
- Sea World Attraction Sdn Bhd
- Andalas Development Sdn Bhd
- Araprop Development Sdn Bhd
- Bandar Akademia Sdn Bhd
- Bungawang Sdn Bhd
- Khidmat Kelana (M) Sdn Bhd
- KL Home, Garden & Leisure Centre Sdn Bhd
- Stowinco Sdn Bhd
- Superior Achievement Sdn Bhd
- Lion Metal Industries Sdn Bhd
- Lion Mutiara Parade Sdn Bhd

- (xii) PCOA for RCSLS;
- (xiii) Adjusted Assets and Liabilities; and
- (xiv) Such other securities as may be provided from time to time to the Security Trustee for the benefit of the Bondholders and the holders of Consolidated and Rescheduled Debts.

Monies captured in the Redemption Account can only be used towards the redemption of the ACB Bonds and repayment of the ACB Debts and cannot be utilised by ACB for any other purposes.

The ACB "A (1)" and "A(2)" Bonds, the ACB-SPV "A (1)" and "A (2)" Consolidated and Rescheduled Debts, the ACB "B" Bonds and the ACB-SPV "B" Consolidated and Rescheduled Debts will rank *pari passu* amongst themselves in respect of the Additional Security provided in items (i) to (xiii) and rank ahead of the ACB "C" Bonds and the ACB-SPV "C" Consolidated and Rescheduled Debts in respect of the said security.

Enforcement of Security

Upon default of the ACB Bonds and ACB Debts, proceeds from the enforcement of any security by the security trustee, after the payment of relevant expenses, shall be applied in the following manner:-

- (i) in respect of an asset that is presently secured or proposed to be secured in relation to the Substitute Securities, towards the redemption/repayment of the ACB "A (1)" or "A (2)" Bonds or ACB-SPV "A (1)" or "A (2)" Consolidated and Rescheduled Debts represented by the said asset;
- (ii) in respect of the Additional Security, towards redemption/repayment of the ACB "A (1)" and "A (2)" Bonds, ACB "B" Bonds, ACB-SPV "A (1)" and "A (2)" Consolidated and Rescheduled Debts and ACB-SPV "B" Consolidated and Rescheduled Debts on a pro rata basis;
- (iii) after the holders of ACB "A (1)" and "A (2)" Bonds and ACB "B" Bonds and lenders of the ACB-SPV "A (1)" and "A (2)" Debts and ACB-SPV "B"

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Consolidated and Rescheduled Debts have been fully repaid, towards redemption/repayment of the ACB "C" Bonds and ACB-SPV "C" Consolidated and Rescheduled Debts on a pro rata basis.

Covenants	Covenants consistent to those applicable to the ACB Debts. These are set out in Annexure B.
Representations and Warranties	Representations and warranties as set out in Annexure A
Governing Law	Malaysian Law

Revised Principal Terms And Conditions Of The ACB Bonds

(Definitions)

- ACB Class A SPV Debts : Zero-Coupon Redeemable Secured Class A USD denominated consolidated and rescheduled debts of the ACB SPV issued on 14 March 2003 with final repayment date of 31 December 2011;
- ACB Class B SPV Debts : Zero-Coupon Redeemable Secured Class B USD denominated consolidated and rescheduled debts of the ACB SPV issued on 14 March 2003 with final repayment date of 31 December 2014;
- ACB Class C SPV Debts : Zero-Coupon Redeemable Secured Class C USD denominated consolidated and rescheduled debts of the ACB SPV issued on 14 March 2003 with final repayment date of 31 December 2020;
- ACB Group FI Lender(s) : financial institutions lenders to the ACB Scheme Companies whose debts were addressed under the debt restructuring exercise for the ACB Group;
- ACB Group Inter-PLC Creditor(s) : the companies within the Lion Group who were owed the Inter-PLC Debts by companies within the ACB Group;
- ACB-SPV : Amsteel Harta (L) Limited, a wholly owned subsidiary of the Issuer;
- ACB SPV Consolidated and Rescheduled Debts : collectively, ACB Class A SPV Debts, ACB Class B SPV Debts and ACB Class C SPV Debts;
- Adjusted Assets and Liabilities : adjusted assets and liabilities, if applicable, pursuant to the ACB group reorganisation;
- AKR : Ayer Keroh Resort Sdn Bhd, a 70% owned subsidiary of ACB;
- Additional Security : the security as set out in the “Additional Security” section of the relevant term sheet;
- Amsteel Group Vendors : collectively Ambang Jaya Sdn Bhd, Angkasa Marketing (Singapore) Pte Ltd, Natvest Parkson Sdn Bhd, Sukhothai Food Sdn Bhd, Timuriang Sdn Bhd and Parkson Retail Consulting and Management Sdn Bhd;
- Consolidated NTA : at any time, the consolidated net tangible assets of ACB at that time based on the latest audited accounts of the ACB Group;
- Dedicated Cash-flow : the cash-flow from the sources set out in the section on “Redemption” in the relevant term sheet;
- Development Property Units : the property units developed or to be developed whether with or without building erected, in, on, over or under any land which is part of the Divestment Assets;
- Disposal of : the disposal of the entire issued and paid-up capital of LIP, formerly a

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LIP	: wholly owned subsidiary of AKR (a wholly owned subsidiary of ACB) upon the terms and conditions of the Conditional Share Sale and Purchase Agreement dated 8 November 2004 entered into between AKR (vendor), Sea World (related creditor) and TMW Lion GmbH (purchaser);
Disposal of the Parkson Retail Group	: disposal of shares in Parkson Venture Pte Ltd, Parkson Investment Pte Ltd, Parkson Supplies Pte Ltd, Parkson Glomart Pte Ltd, Parkson Pacific Pte Ltd, Parkson Corporation Sdn Bhd, Xtra Supercenter Sdn Bhd, Serbadagang Holdings Sdn Bhd, Parkson Management Pte Ltd and Exonbury Limited and their subsidiary/associated companies to Lion Diversified Holdings Berhad pursuant to the Parkson SPA;
Divestment Assets	: the assets identified in Annexure G proposed to be divested in accordance with the ACB Divestment Programme;
Event of Default	: any of the events mentioned in Annexure C;
Excluded Companies	: any of the companies listed in Annexure E , which shall be excluded for the purposes of calculating the Permitted Indebtedness under clause (b) of the Negative Covenant set out in Annexure B;
Existing Security	: security created and subsisting prior to the date of the Trust Deed over such assets as identified in Annexure G (i);
Effective Date	: the date on which the Scheme came into effect upon lodgement of an official copy of the order of the High Court, pursuant to Section 176(3) of the Company's Act 1965 (the "Act") following the approval of the scheme creditors and the shareholders of ACB at the court-convened meetings to take effect under Section 176(5) of the Act and pursuant to Section 64 of the Act following the approval of the ACB shareholders of the proposed capital reconstruction for ACB;
Group Divestment Programme or Divestment Programme	: the programme for divestment of the Divestment Assets of the ACB Group pursuant to the GWRS;
GWRS	: the groupwide debt restructuring and corporate restructuring exercises and divestment programme involving the Lion Group;
GWRS Documents	: any documents and/or agreements relating to the GWRS;
Issue Date	: in relation to any ACB Bond, the date of issue of that ACB Bond;
Issue Documents	: collectively, the Trust Deed and all other documents executed or to be executed in connection with the ACB Bonds, ACB Debts, ACB-SPV Consolidated and Rescheduled Debts (where applicable);
Issuer	: Amsteel Corporation Berhad;
Inter-PLC Creditors(s)	: the companies within the Lion Group who were owed the Inter-PLC Debts;

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Inter-PLC Debt(s)	: balance(s) owed by other company(ies) from other PLC within the Lion Group to the ACB Scheme Companies or owed by the ACB Scheme Companies to other company(ies) from other PLC within the Lion Group which were addressed under the ACB Scheme;
LCB Class B(b) RCSLS	: the RM174,902,000 7% coupon redeemable convertible secured loan stock to be issued by Lion Corporation Berhad with maturity date of 31 December 2015;
	:
	:
LDHB	: Lion Diversified Holdings Berhad;
Lion Group	: means Lion Corporation Berhad, Amsteel Corporation Berhad, Lion Industries Corporation Berhad (formerly known as Lion Land Berhad) and Silverstone Corporation Berhad (formerly known as Angkasa Marketing Berhad) and their respective subsidiaries;
LDHB Charge	: means the charge executed by Lion Diversified Holdings Berhad in favour of the Issuer over the following shares: (a) 44,750,002 ordinary shares of RM1.00 each, representing 89.5% of the issued share capital of Parkson Corporation Sdn Bhd; (b) 2 ordinary shares of RM1.00 each, representing all of the issued share capital in Serbadagang Holdings Sdn Bhd; and (c) 250,000 ordinary shares of RM1.00 each, representing 0.5% of the issued share capital of Parkson Corporation Sdn Bhd, upon a release of the charge over the Serbadagang Holdings Sdn Bhd's shares in sub-clause (b) above;
LDHB RCULS	: five (5) year 2% redeemable convertible unsecured loan stock issued by Lion Diversified Holdings Berhad as part consideration of the Disposal of the Parkson Retail Group by the Issuer pursuant to the Parkson SPA;
LFIB	: Lion Forest Industries Berhad
LICB	: Lion Industries Corporation Berhad
LIP	: Lion Ipoh Parade Sdn Bhd;
LSP	: Lion Seremban Parade Sdn Bhd;
MC-SPA	: the transfer of LIP's medical centre annexed to Ipoh Parade which is being constructed via a sale and purchase agreement between LIP and Sea World;
NTA	: net tangible assets
Outstanding Nominal Values	: in relation to an ACB Bond, the Nominal Value of that ACB Bond for the time being outstanding, excluding all amounts paid by the Issuer to the Paying Agent in order to discharge its obligations under that ACB Bond where such amounts remain unconditionally available to the relevant Bondholders;
Parkson SPA	: the agreement dated 6 September 2003 entered into between the Amsteel Group Vendors, LLB Nominees Sdn Bhd, Lion Asia

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Investment Pte Ltd, Lion Industries Corporation Berhad, the Issuer and Lion Diversified Holdings Berhad in respect of the Disposal of the Parkson Retail Group;

- PCOA for RCLS : put and call option agreement executed or to be executed between Tan Sri Cheng Heng Jem and the Issuer in respect of the redeemable convertible secured loan stocks to be issued by Lion Corporation Berhad;
- Put and Call Option Agreement : the put and call option agreement dated 6 September 2003 entered into between Tan Sri Cheng Heng Jem, Datuk Cheng Yong Kim, Cheng Yong Kwang and Cheng Yong Liang on one part and the Issuer, Lion Industries Corporation Berhad and Lion Asia Investment Pte Ltd on the other part in respect of 94,092,000 LDHB RCULS;
- PLC : Lion Corporation Berhad, Amsteel Corporation Berhad, Lion Industries Corporation Berhad (formerly known as Lion Land Berhad) or Silverstone Corporation Berhad (formerly known as Angkasa Marketing Berhad);
- Private Placement : an issue of shares by the Issuer which, upon their issue, will amount to not more than ten per cent of the issued share capital of the Issuer immediately upon issue thereof and which complies with the then existing guidelines of the Securities Commission with regard to private placements by listed companies;
- Private Placement Notice : a notice from the Issuer to the Trustee given no later than the end of the first month of the last quarter preceding the next Redemption Date stating that it proposes to carry out a Private Placement for the purpose of raising funds to pay for the redemption of some or all of the ACB Bonds/ ACB-SPV Consolidated and Rescheduled Debts which Redemption Dates coincide with such Redemption Date;
- Redemption Account : an account opened and held by the Issuer and secured in favour of the security trustee for holders of ACB Bonds and ACB-SPV Consolidated and Rescheduled USD Debts which proceeds in the account are used solely for the purpose of the redemption and payment of ACB Bonds and ACB-SPV Consolidated and Rescheduled Debts;
- Redemption Amount : in relation to any ACB Bond and a Redemption Date, the amount that is payable by the Issuer on that Redemption Date in respect of that ACB Bond as set out in Annexure F;
- Redemption Date : in relation to any ACB Bond, each date for payment of the respective Redemption Amounts of that ACB Bond as set out in Annexure F;
- Related Party : has the meaning ascribed within section 6 of the Companies Act 1965 of Malaysia;
- Rights Issue : a rights issue of shares made by the Issuer to all its shareholders in proportion, as nearly as circumstances admit, to the amount of the existing shares to which they then hold;
- Rights Issue Notice : a notice in the agreed form from the Issuer to the Trustee given no later than the end of the first month of the last quarter preceding the next Redemption Date stating that it proposes to carry out a Rights Issue for the purpose of raising funds to pay for the redemption of

REVISED PRINCIPAL TERMS AND CONDITIONS OF THE ACB BONDS

some or all of the ACB Bonds/ ACB-SPV Consolidated and Rescheduled Debts which Redemption Dates coincide with such Redemption Date;

- SCB Charge : the memoranda of charge executed by the Issuer in favour of the relevant Class A(1) Bondholders and the relevant Class A(1) SPV Debt Holders in connection with ninety eight million one hundred and fifty one thousand nine hundred and seventy seven (98,151,977) new ordinary shares in the issued share capital of Silverstone Corporation Berhad, (formerly known as Angkasa Marketing Berhad) and includes any amendments, variations and/or supplementals made or entered into from time to time;
- Sea World : Sea World Attraction Sdn Bhd, a wholly owned subsidiary of AKR;
- Scheme : the corporate restructuring exercise, divestment programme and debt restructuring exercise in relation to the ACB Group;
- Scheme Companies : the companies within the ACB Group which were included in the debt restructuring exercise for the ACB Group which are set out in Annexure H;
- Secured Indebtedness : collectively:
(a) all indebtedness of ACB to the Trustee and the Bondholders arising under or in connection with the ACB Bonds, the Trust Deed and the other Issue Documents;
(b) all indebtedness of the ACB-SPV to the ACB-SPV Consolidated and Rescheduled Debt lenders arising under or in connection with the ACB-SPV Consolidated and Rescheduled Debts;
- Security : the security created by the Security Documents including all rights and interests in and to the secured property which are or are to be vested in the Security Trustee pursuant to the Security Documents;
- Security Documents : all documents executed or to be executed to secure the Secured Indebtedness or any portion thereof;
- Security Interest : any mortgage, charge, pledge, lien, right of set off or any security interest whatsoever, howsoever created or arising;
- Security Party : any person who is a party to any security document (other than the Trustee and the security trustee) or has otherwise granted any security for the payment of the Secured Indebtedness or any portion thereof;
- Special Resolution : a resolution passed at a meeting of the respective Class A, Class B or Class C Bondholders/ holders of Consolidated and Rescheduled Debts duly convened and held in accordance with the provisions contained in the Trust Deed:
(a) by a majority consisting more than fifty per cent (50%) of the number of the holders of ACB Bond/Consolidated and Rescheduled Debts; and
(b) by a majority of more than seventy five per cent (75%) of the aggregate value of the ACB Bonds/ Consolidated and Rescheduled Debts held by the Bondholders/Debt Holders;

REVISED PRINCIPAL TERMS AND CONDITIONS OF THE ACB BONDS

present and voting at such meeting;

the quorum for the meeting convened to decide on matters requiring a special resolution shall be a minimum of 2 of the respective Class A, Class B or Class C bondholders/holders of Consolidated and Rescheduled Debts and comprising 50% in value.

Substitute Securities : the assets which are identified in Annexure G (iii).

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Representations And Warranties

Save as disclosed as at the date of the Trust Deed, the Issuer represents and warrants to the Trustee and each Bondholder that:

- (a) Contract or commitment: since 30 June 2002, no Scheme Company has entered into any contract or commitment of an unusual or onerous nature (other than in the ordinary course of business), which, in the context of the Bonds may be material for disclosure in the context of the GWRS and each Scheme Company has carried on its business in the ordinary and usual course in the context of the GWRS;
- (b) Status: the Issuer and each Scheme Company is a company duly incorporated under the laws of Malaysia or in the event that any of such companies is not incorporated in Malaysia, the laws of its country of incorporation, and has full power and authority to conduct its business and to execute and deliver and comply with the provisions of the GWRS;
- (c) Issue Documents: the creation and issue of the Bonds and the execution and delivery of this Deed and the other Issue Documents, and the performance of the terms herein and therein have been duly authorised by the Issuer and that the same constitute or will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms;
- (d) Powers and authorisations: the execution and delivery by the Issuer of this Deed does not and will not infringe any applicable law or any rule made pursuant to any law or regulation or any order of any court, and that all requirements of any such law, rule, guidelines, requirement or order have been fully complied with and satisfied and are not and will not be contrary to the provisions of the Memorandum and Articles of Association of the Issuer and will not infringe any terms of, or constitute a default under, any instrument or agreement to which the Issuer is a party or by which it or any of its property is bound;
- (e) Litigation: save as disclosed, no Scheme Company is involved in, nor has the Issuer knowledge of any threat or circumstances likely to lead to, any litigation or arbitration or administrative proceedings which might, individually or in the aggregate, be material in the context of the GWRS;
- (f) Consents: that all consents, clearances, approvals, authorisations and orders of any court, government department or other regulatory body in Malaysia or elsewhere and all corporate consents, approvals and authorisations required by the Issuer for or in connection with the execution and delivery of this Deed and other Issue Documents have been obtained and will remain in full force and effect;
- (g) Taxation: all necessary returns have been delivered by or on behalf of the Issuer and each Scheme Company to the relevant taxation authorities and none of them is in default in the payment of any taxes, and no claim is being asserted with respect to taxes which is not disclosed in the relevant financial statements;
- (h) Information: the information furnished by the Issuer and each Scheme Company in connection with the Scheme does not contain any untrue statement or omit to state any fact the omission of which makes the statements therein, in the light of the circumstances under which they were made, misleading, and all expressions of expectation, intention, belief and opinion contained therein were honestly made on reasonable grounds after due and careful enquiry by the Issuer;

- (i) No Immunity: in any proceedings taken in Malaysia or elsewhere in relation to the GWRS, neither the Issuer nor any Scheme Company will be entitled to claim for itself or any of its respective assets immunity from suit, execution, attachment or other legal process;
- (j) No cross default: save as disclosed in writing to the Trustee prior to the execution of this Deed of matters which may have a material adverse effect on the Issuer or any Scheme Company, and in the case where remedial action is required to be taken by the Issuer or procured to be taken by the Issuer in respect of any Scheme Company as a consequence of such disclosure, the Issuer has remedied or procured the remedy of these matters to the satisfaction of the Trustee within the time period allowed by the Trustee, no event has occurred which constitutes, or which with the giving of notice and/or the lapse of time and/or a relevant determination would constitute, a contravention of, or default under, any agreement or instrument by which the Issuer, any Scheme Company or any of its/their assets is bound or affected;
- (k) Accounts: the audited financial statements (including the income statement and balance sheets) of the Issuer and the Scheme Companies for the year ended 30 June 2002 have been prepared on a basis consistently applied in accordance with generally accepted accounting principles in Malaysia and give a true and fair view of its financial condition and the results of its operations for the relevant period, and all liabilities have been fully disclosed or reserved against, and the latest interim accounts of the Issuer and the Scheme Companies have been prepared on a basis consistently applied in accordance with generally accepted accounting principles in Malaysia;
- (l) Material change in financial condition: there has been no material adverse change in the financial condition or operations of the Issuer and the Scheme Companies since 30 June 2002;
- (m) No security: save where the matters disclosed are acceptable to the Trustee and in the case where remedial action is required to be taken by or procured to be taken by the Issuer as a consequence of such disclosure, the Issuer has remedied or procured to be remedied these matters to the satisfaction of the Trustee within the time period allowed by the Trustee, none of the assets, properties and rights of the Issuer and each Scheme Company is affected by any Security Interest and the Issuer and each Scheme Company is not a party to, nor is it/they or any of its/their assets bound by, any order, agreement or instrument under which the Issuer or the Scheme Companies is/are, or in certain events may be, required to create, assume or permit to arise any Security Interest, other than those Security Interests created pursuant to the Security Documents;
- (n) Disclosure: the Issuer has fully disclosed in the Scheme all facts relating to the Issuer and the Scheme Companies which the Issuer knows or should reasonably know and which are material for disclosure to the Trustee in the context of the Scheme and/or in the context of this Deed and the Bonds;
- (o) Title: the Issuer and each Scheme Company is the beneficial owner or has title to all its respective assets;
- (p) Event of Default: save where the matters disclosed are acceptable to the Trustee and in the case where remedial action is required to be taken by or procured to be taken by the Issuer as a consequence of such disclosure, the Issuer has remedied or procured to be remedied these matters to the satisfaction of the Trustee within the time period allowed by the Trustee, no Event of Default has occurred and/or is

continuing;

- (q) Dissolution: no step has been taken by the Issuer or its/their shareholders nor have any legal proceedings been started or threatened for the dissolution of the Issuer or any of the Scheme Companies;
- (r) Conduct of Business: the Issuer and each Scheme Company is conducting its business and operations in compliance with all applicable laws and regulations and all directives of governmental authorities having the force of law;
- (s) Arrangements and Reconstruction: save and except pursuant to the GWRS, no step has been taken by the Issuer or the Scheme Companies, its/their creditors or any of its/their shareholders or any other person in its/their behalf nor have any legal proceedings or applications been started or threatened under section 176 of the Companies Act, 1965 nor has any moratorium been declared or affects the Issuer or any of the Scheme Companies or any part of their debts;
- (t) Debt Restructuring Committee: save and except pursuant to the GWRS, no step has been taken by the Issuer or the Scheme Companies, its/their creditors or any of its/their shareholders or any other person on its/their behalf to apply to any entity which carries out similar functions as that of the former Corporate Debt Restructuring Committee in Malaysia for the restructuring of the debts of the Issuer or the Scheme Companies; and
- (u) Divestment Assets: the Issuer has, prior to the date hereof, fully disclosed to the Security Trustee and the Monitoring Accountant the details in respect of the Divestment Assets.

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COVENANTS

The Issuer covenants and undertakes with the Trustee and each Bondholder that until all its liabilities and obligations hereunder and under the ACB Bonds have been discharged:

- (a) **Conduct of business:** the Issuer will conduct its business and affairs with due diligence and efficiency and in accordance with sound financial and commercial standards and practices and in accordance with its constitutional documents;
- (b) **Financial Information:** at some date no later than two (2) months after the expiration of each quarter of the financial year of the Issuer, the Issuer shall cause to be made out and lodged with Bursa Malaysia Securities Berhad ("Bursa Securities") and the Trustee a consolidated balance sheet and profit and loss account of such quarterly period of the Issuer;
- (c) **Default:** if the Issuer becomes aware of the occurrence of an Event of Default it will forthwith notify the Trustee and provide the Trustee with full details of any steps which it is taking, or is considering taking, in order to remedy or mitigate the effect of the Event of Default or otherwise in connection with it and it will take such reasonable steps as may be required by the Trustee in order to remedy or mitigate the effect of the Event of Default;
- (d) **Capital Expenditure:** the Issuer shall seek prior consent of the Trustee before the Issuer and / or any of its subsidiaries (other than the Excluded Companies) incurs any capital expenditure:
 - (i) for any new investment which is not within the core business(es) of the Issuer or such subsidiary as at the date of the Trust Deed; or
 - (ii) exceeding twenty five per cent (25%) of the Consolidated NTA of the Issuer;
- (e) **Consents and Licences:** the Issuer will obtain and promptly renew from time to time upon request by the Trustee and promptly deliver to the Trustee certified true copies of, any authorisation, approval, consent, licence, exemption, registration, recording, filing or notarisation as may be necessary to ensure the validity, enforceability or priority of the each Security Party to the GWRS or the rights of the Trustee under the Trust Deed and any other agreement related therewith;
- (f) **Insurance:** the Issuer, will at all times arrange for and maintain full insurable value and such insurance in respect of its insurable assets and the assets of the Issuer against all risks (including third party risks) which a prudent company carrying on a business similar to that of the Issuer would normally insure;
- (g) **Compliance with Group Divestment Programme:** the Issuer shall ensure that the monitoring accountant appointed shall be actively involved with the monitoring of the Issuer's efforts and actions in relation to its Group Divestment Programme as provided in the GWRS and the Issuer shall furnish quarterly reports on the progress of the Group Divestment Programme to the monitoring accountant and render all such assistance and co-operation and provide all such information, documents and reports as may be requested from time to time by the monitoring accountant;
- (h) **Ranking:** the liabilities of the Issuer under the Trust Deed rank and will rank prior in point of priority to all its other unsecured and unsubordinated liabilities (both actual and contingent) except:
 - (i) liabilities which are subject to liens or rights of set-off arising in the normal course of trading and the aggregate amount of which is not material; and
 - (ii) liabilities which are preferred solely by Malaysian law and not by reason of any Security Interest;

- (i) Subordination: the Issuer will cause and ensure that all and any advances by its directors or shareholders (other than the scheme creditors holding shares in the Issuer pursuant to the GWRS) to it are to be subordinated to its liabilities to the Trustee under the Trust Deed;
- (j) Preparation of accounts: the Issuer and the Scheme Companies will prepare financial statements on a basis consistently applied in accordance with generally accepted accounting principles in Malaysia;
- (k) Record on business: the Issuer will maintain and cause to be maintained records adequate to record and reflect the operations and financial condition of the Issuer, and it will at all times permit and procure permission for the Trustee or its agents and servants at all reasonable times to have access to and to inspect its books of accounts and records of the Issuer relating to its respective business at any office, branch or place of business of the Issuer or elsewhere;
- (l) Appointment of Monitoring Accountant: the Issuer shall appoint or permit the Trustee to appoint at the Issuer's cost and expense for the benefit of the Trustee and the Bondholders and with written notice to the Issuer, such reputable professional monitoring accountant acceptable to the Trustee for the purposes of ensuring that the obligations created under the GWRS are carried out in accordance with the terms and conditions of the GWRS Documents and in accordance with normal industry practice. The Issuer shall ensure that there shall be a monitoring accountant appointed at all times during the tenure of the ACB Bonds and until full repayment of the Secured Indebtedness;
- (m) Litigation: the Issuer will promptly notify the Trustee of:
 - (i) any default or event of default under any other contractual obligation of the Issuer or the Scheme Companies; or
 - (ii) any litigation investigation or proceeding which may exist at any time between the Issuer or the Scheme Companies; or
 - (iii) any litigation or proceeding before any court or governmental regulatory agency affecting the Issuer or the Scheme Companies,
 if so requested by the Trustee or if the value of such contractual obligation, litigation, investigation or proceeding is equal to or exceeds five per cent (5%) of the Consolidated NTA of the Issuer.

Each such notice pursuant to this sub-clause shall be on the respective Scheme Company given to the Trustee not later than fourteen (14) days after the Issuer has knowledge of the occurrence referred to therein;
- (n) Taxes: the Issuer and the Scheme Companies will pay and discharge all taxes, assessments and governmental charges or levies imposed on it/them;
- (o) Authorised Signatories: the Issuer and the Scheme Companies will forthwith notify the Trustee if any of the Issuer's or the Scheme Companies' authorised signatories for any documents in relation to the Scheme are no longer authorised to act on the Issuer or the Scheme Companies behalf hereunder;
- (p) Appointment of Auditors: the Issuer, will and will cause the Scheme Companies to nominate such auditor or firm of auditors which are either:
 - (i) auditors of the Issuer or any Scheme Company as at the date of the Trust Deed; or
 - (ii) on the panel of any financial institution in Malaysia as at the date of their appointment,

in respect of any matter connected with the accounts and operations of the Issuer and the Scheme Companies respectively;

- (q) **Punctual Payment:** the Issuer will punctually pay all amounts due and will perform and cause and procure the Scheme Companies to perform all its/their obligations under the Trust Deed and/or the Issue Documents;
- (r) **Payment of Outgoings:** the Issuer and the Scheme Companies will punctually pay all quit rents, rates, taxes and all outgoings payable in connection with or arising out of the Issuer's, and the Scheme Companies' business, assets or properties and the Issuer and the Scheme Companies will furnish to the Trustee the receipts for all such payments; and
- (s) **Further assurance:** the Issuer and the Scheme Companies will at its/their own cost and expense, execute, sign, perfect, register every document, act or thing as in the opinion of the Trustee may be necessary or desirable for the implementation, perfection, maintenance and subsequent amendments of the GWRS or any Issue Document.
- (t) **Perfection of Security:** the Issuer, the Scheme Companies and each Security Party, shall procure that each security set out in Appendix 2 shall be perfected and shall be valid, legal, binding and enforceable in accordance with its terms against each Security Party in respect of that Security within six (6) months from the Issue Date, and shall at its/their own cost and expense do all such acts and assurances and deliver such documents which are necessary to ensure the perfection of such securities in order for such Security to be valid legally binding and enforceable and to ensure that the Issuer, the Scheme Companies, and/or the Security Party, as the case may be, performs and complies with its/their obligations under the relevant Security Documents;
- (u) **To Convene Meeting of Bondholders:** from time to time on application made to the Issuer by the Trustee or by or on behalf of Bondholders holding not less than one-tenth (1/10th) of the total Nominal Value of the Outstanding Bonds and delivered to the Issuer at its registered office, by giving notice to each of the Bondholders summon a meeting of the Bondholders and SPV Debt Holders to consider the accounts and balance sheet last lodged with the Trustee and to give to the Trustee directions in relation to the exercise of the Trustee's powers, such meeting to be held at a time and place specified in the notice and in accordance with the provisions of this Deed; and
- (v) **Notice of Certain Events:** The Issuer shall immediately notify the Trustee in writing in the event that the Issuer shall become aware of any of the following events:
 - (i) that it is unable to fulfil or comply with any of the provisions of this Deed;
 - (ii) any Event of Default;
 - (iii) any circumstances that have occurred that would materially prejudice the Issuer or the Bondholders;
 - (iv) any substantial change in the nature of the business of the Issuer;
 - (v) any change in withholding tax position; and
 - (vi) any other matter that may materially prejudice the interest of the Bondholders.

Negative Covenants

The Issuer covenants and undertakes with the Trustee and the Bondholders that, from the date of the Trust Deed until all its liabilities and obligations hereunder and under the ACB Bonds have been discharged, the Issuer will not without the written consent of the Trustee first had and obtained:

- (a) Negative Pledge: create, incur, assume, suffer or permit to exist over all or any part of its or any Scheme Company's business or assets any Security Interest other than:
 - (i) those permitted under the Trust Deed or the GWRS Documents;
 - (ii) any Security Interest created on an asset acquired by the Issuer after the date of the Trust Deed securing indebtedness incurred solely to finance the purchase of such asset and the indebtedness secured does not exceed and is not capable of exceeding the purchase price of such asset;
 - (iii) any Security Interest created on an asset acquired by the Issuer after the date of the Trust Deed, the purchase of which is funded from the proceeds of new equity or proceeds which are not Dedicated Cashflow;
- (b) Indebtedness: create, incur, assume, guarantee or permit to exist any Indebtedness with respect to the Issuer, the Scheme Companies and their subsidiaries except:
 - (i) any Indebtedness arising from the Trust Deed or under the ACB Debts;
 - (ii) any other Indebtedness which has been disclosed in writing by the Issuer to the Trustee prior to the date of the Trust Deed;
 - (iii) the following Indebtedness:
 - (1) the outstanding bank borrowings of the Excluded Companies, the terms of which shall not include any recourse whatsoever against ACB; and
 - (2) the borrowings of subsidiary companies of ACB which are acquired by ACB or incorporated after the date of this Agreement, the acquisition of which or capital injection into has been financed by additional equity capital or from new borrowings (which for avoidance of doubt, must comply with the restrictions under the other sub-clauses of this sub-clause (b) or monies otherwise than from the Redemption Account, the General Escrow Account, any Specific Escrow Account or any Dedicated Cashflows, and in relation to which there shall be no recourse whatsoever to ACB or any of its subsidiaries or any Scheme Company or any Security Party, as the case may be;
 - (iv) any Permitted Indebtedness.

For the purposes of this clause, "Permitted Indebtedness" means, at any time, any indebtedness for borrowed moneys incurred or assumed by the Issuer, any Scheme Company and their subsidiaries in respect of which the aggregate principal amount committed or provided by the lenders together with the aggregate amount of all indebtedness of the Issuer, any Scheme Company and any of their subsidiaries at the time of its incurrence does not exceed the following limits:

- (1) where the total Redemption Amounts and repayment amounts under the ACB Bonds and ACB-SPV Consolidated and Rescheduled Debts (including amount paid under "early redemption" and "purchase" of the ACB Bonds and ACB-SPV Consolidated and Rescheduled Debts and the up-front cash payment made on 31 January 2003) (collectively, "Redemption and Repayment Amounts") paid by the Issuer up to that time is less than 50% of the aggregate

Redemption and Repayment Amounts payable under the ACB Bonds and the ACB-SPV Consolidated and Rescheduled Debts, the limit shall be 20% of that total Redemption and Repayment Amounts paid by the Issuer up to that time;

- (2) where the total Redemption and Repayment Amounts paid by the Issuer up to that time is equal to or exceeding 50% but less than 75% of the aggregate Redemption and Repayment Amounts payable under the ACB Bonds and the ACB-SPV Consolidated and Rescheduled Debts, the limit shall be 35% of that total Redemption and Repayment Amounts paid by the Issuer up to that time;
- (3) where the total Redemption and Repayment Amounts paid by the Issuer up to that time is equal to or more than 75% of the aggregate Redemption and Repayment Amounts payable under the ACB Bonds and the ACB-SPV Consolidated and Rescheduled Debts, the limit shall be 50% of that total Redemption and Repayment Amounts paid by the Issuer up to that time,

PROVIDED ALWAYS THAT notwithstanding anything to the contrary in this clause:

- (4) the Issuer, any Scheme Company and any of their subsidiaries shall not incur or assume any Permitted Indebtedness if as a consequence, its total Permitted Indebtedness for the financial year 2008 shall exceed thirty five per cent (35%) of the total Redemption Amounts paid up to the time of its incurrence;
 - (5) the total Permitted Indebtedness of the Issuer aggregated with that of the Scheme Companies and their subsidiaries at any time shall not exceed the aggregate sum of Ringgit Malaysia One Thousand and Five Hundred Million (RM1,500,000,000) regardless of the amount of Redemption Amounts paid; and
 - (6) "Indebtedness" shall not include:
 - (aa) the outstanding principal amount of any bank borrowings in respect of assets acquired, existing as at the relevant date of the acquisition of those assets and disclosed in writing to the Trustee prior to the date of the Trust Deed, in relation to which there shall be no recourse whatsoever to the Issuer or any Scheme Company or any of their subsidiaries, as the case may be. For avoidance of doubt, any indebtedness arising or incurred or assumed on or after the date of acquisition (including any amounts refinanced or restructured) or not otherwise disclosed to the Trustee prior to the date of the Trust Deed shall be included in the computation of Permitted Indebtedness; and
 - (bb) the outstanding bank borrowings of Excluded Companies.
- (c) Disposal of assets/shares: dispose or permit any Scheme Company to dispose any of the following:
- (i) assets / shares in the Group Divestment Programme:
 - aa) where the disposal price of such asset / share is equal to or more than Ringgit Malaysia Five Million (RM5,000,000.00):
 - (1) in relation to shares listed on Bursa Securities or any other recognised stock exchange in any other jurisdiction which amount to a controlling stake in a company (which shall mean a shareholding of 33% or more) ("Controlling Stake"), unless the disposal price of such Controlling Stake or any part thereof of the Controlling Stake is more than the volume weighted average price of such listed shares on Bursa Securities or such other recognised stock exchange, for the

five days preceding the announcement, or, in the event no trade in respect of such listed shares was effected on the preceding five trading days, of the last trading day in which trades of such listed shares were concluded;

- (2) subject to clause (c)(i)(aa)(1), in relation to shares listed on Bursa Securities or any other recognised stock exchange in any other jurisdiction which are transacted by way of Direct Business (as defined in the Rules of Bursa Securities) or its equivalent in such jurisdiction, unless the disposal price for those shares fall within the limits prescribed in paragraph 2.1 of the Members' Circular No. R/R 3 of 1999 dated 22 March 1999 issued by Bursa Securities or its equivalent in such other jurisdiction;
- (3) subject to clauses (c)(i)(aa)(1) and (2), in relation to shares in companies which are listed on Bursa Securities or other recognised stock exchange in any other jurisdiction, unless completion of the disposal is transacted on Bursa Securities or on such other recognised stock exchange at the then prevailing market price; and
- (4) in any other case not specifically mentioned in clauses (c)(i)(aa)(1), (2) or (3), at a discount rate of twenty per cent (20%) or more of the market value of the said asset / share. For the purposes of this sub-clause, the market value of the asset / share shall be determined by an independent professional valuer appointed by the Issuer, its subsidiaries, the Scheme Companies or each Security Party, and a copy must be sent to the Trustee for its consideration no later than two (2) months prior to the Trustee giving its written approval, and such valuation shall have been carried out not more than six (6) months prior to the date of the sale of such asset / share; and / or

bb) Where the sale of such asset / share is to a Related Party;

and

- (ii) assets/shares not in the Group Divestment Programme, and prior to the declaration of an Event of Default, the SCB Shares and the Residual Assets (save and except for the Control Shares and assets/ shares acquired by the Issuer or any Scheme Company after the date of the Trust Deed the purchase of which are funded from monies other than Dedicated Cashflow) where the disposal price of such asset/share:

(1) is:

- (aa) more than Ringgit Malaysia Twenty Five Million (RM25,000,000.00); or
- (bb) twenty per cent (20%) or more of the audited Consolidated NTA of the Issuer,

whichever is the lower, and

- (2) is at a discount rate of twenty per cent (20%) or more of the market value of the said asset/share, or, in relation to a sale of shares falling within the description of shares in clauses (c)(i)(aa)(1), (2) or (3), unless the disposal price complies with the conditions set out in clauses (c)(i)(aa)(1), (2) or (3) as the case may be,

in which event other than in relation to shares listed on Bursa Securities or any recognised stock exchange in any jurisdiction, the Issuer or the Scheme Companies shall forward to the Trustee prior to the disposal of such asset/share, the valuation report carried out on such asset/share (not more than six (6) months prior to the date of the sale of the such asset/share) which market value shall be determined by an independent professional valuer appointed by the Issuer or the Scheme Companies PROVIDED ALWAYS THAT the proceeds from the disposal of such assets/shares shall be utilised towards the redemption of the ACB Bonds and ACB-SPV Consolidated and Rescheduled Debts.

For the purposes of this clause, it is hereby agreed that separate disposals will be aggregated and treated as if they were one if the terms of such disposal were agreed upon within a period of 12 months. Without prejudice to the generality of the foregoing, the following disposals will also be aggregated for the purposes of this clause:

- (A) disposals entered into with the same party or with parties connected with one another within the meaning of the Listing Requirements of Bursa Securities /the Companies Act 1965;
 - (B) disposals involving the disposal of assets/shares in one particular company or entity;
 - (C) transactions involving the disposal of various parcels of land contiguous to each other;
- (d) Loans and advances: save and except for normal trade credit or the making of loans to staff and executive directors pursuant to a staff benefit scheme where such executive directors are included in the scheme, make or permit to exist any loans or lend or make advances to others or guarantee any person, enterprise or company;
- (e) Loans to directors, shareholders and related companies: make any loans to its directors except pursuant to Section 133 of the Companies Act, 1965 or its related or associated companies other than in accordance with the GWRS except pursuant to Section 133A of the Companies Act, 1965 and where the loans proceeds are from rights issues or new borrowings approved hereto;
- (f) Dividends: declare or pay any cash dividend (excluding dividends equivalent to one per cent (1%) of par value of the shares to such companies or such amount which is required to maintain its trustee status) or make any other cash distribution on or in respect of any of its share capital;
- (g) Prepayment of other loans: make any prepayment of any other loans or indebtedness if there are any monies outstanding under the Trust Deed which is overdue and unpaid save and except where such source of prepayments are not from the Redemption Account or any Dedicated Cashflow and the Issuer are not in default under the terms of the GWRS Documents;
- (h) Share Capital: save and except for the exercise of a rights issue, reduce or in any way whatsoever alter, its authorised and/or issued shares in existence at the date hereof save and except for any increase in paid up capital for cash;
- (i) Constitutional documents: add to, delete, vary or amend its constitutional documents or change its financial year;

- (j) Redemption of share capital: redeem any share capital (except where such shares may only be redeemed out of the proceeds of a fresh issue of ordinary shares of the Issuer);
- (k) Enter into partnership: save in the ordinary course of business of the Issuer, enter into any partnership or other similar arrangement whereby its income or profits are, or might be shared with any other person, firm or company;
- (l) Indebtedness owed to Issuer etc: release, surrender, reduce, waive, amend or vary or permit a release, surrender, reduction, waiver, amendment, or variation of the amount of any indebtedness owed to it, by any person or the terms upon which the same is outstanding PROVIDED THAT the Issuer could reduce, amend or vary amounts owing by trade creditors in the ordinary course of business;
- (m) Disposal: subject to sub-clause (c) above, enter into any transaction of merger or consolidation or amalgamation, or liquidate, wind up or dissolve itself or convey, sell, lease, transfer or otherwise dispose of or in any way cease to exercise control over the whole or any part of the Issuer's undertaking, business or assets;
- (n) Restriction on transaction: enter into any transaction with any person, firm or company except in the ordinary course of business, on ordinary commercial terms and on the basis of arm's length arrangements; and
- (o) No Investment: save in the ordinary course of business, undertake any further investments other than the existing investments disclosed in writing to the Trustee prior to the execution of the Trust Deed, unless financed from additional equity capital or from new borrowings approved hereto or monies otherwise than from the Redemption Account or any Dedicated Cash-flow.

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EVENTS OF DEFAULT**Events of Default**

If at any time and for any reason, whether within or beyond the control of the Issuer, any one of the following events occurs, that is to say:

- (a) Non-payment: the Issuer fails to pay any sums due under the GWRS Documents:
 - (i) where a valid Rights Issue Notice has been given, within one hundred and eighty (180) days of such sums becoming due PROVIDED THAT the Issuer shall at all times comply with the provisions of the Rights Issue covenants set out in Annexure D and in the event the Issuer fails for any reason whatsoever to observe or perform such covenants, such sums shall become immediately due and payable; or
 - (ii) where a valid Private Placement Notice has been given, within ninety (90) days of such sums becoming due PROVIDED THAT the Issuer shall at all times comply with the provisions of the Private Placement covenants set out in Annexure D and in the event the Issuer fails for any reason whatsoever to observe or perform such covenants, such sums shall become immediately due and payable; or
 - (iii) in all instances (other than pursuant to sub-clauses (a)(i) or (ii) above), within fourteen (14) days of such sums becoming due;
- (b) Rights Issue/Private Placement: the Issuer fails to observe or perform any of the Rights Issue Covenants set out in Annexure D or the Private Placement Covenants set out in Annexure D;
- (c) Breach of obligations: failure of either the Issuer or any of the Scheme Companies to observe or perform any of its/their respective obligations under any GWRS Document (other than in respect of the Issuer's obligations under paragraphs (a) and (b) above) which is not remedied to the satisfaction of the Trustee within thirty (30) days after receipt by the Issuer or the respective Scheme Companies of a notice from the Trustee specifying the default OR the date of such breach, whichever is earlier;
- (d) Appointment of receiver, legal process: an encumbrancer takes possession of, or a trustee or administrative or other receiver or similar officer is appointed in respect of, debts, properties or assets of the Issuer or any Scheme Company to values in excess of five per cent (5%) of the Consolidated NTA value, or distress or any form of execution is levied or enforced upon or taken out against any such assets and is not discharged within thirty (30) days after being levied, enforced or taken out, or any Security Interest which may for the time being affect any of its assets becomes enforceable;
- (e) Composition or winding up: the Issuer or any Scheme Company convenes a meeting of its creditors or proposes or makes any arrangement or composition with, or any assignment for the benefit of, its creditors or a petition is presented or a meeting is convened for the purposes of considering a resolution or other steps are taken for making an administration order against or for winding up, dissolution or liquidation of the Issuer or such Scheme Company, as the case may be, or a petition for winding up is presented against the Issuer or such Scheme Company, as the case may be, and such petition for winding up has not been withdrawn nor set aside within thirty (30) days of its presentation;

- (f) Unlawfulness: it is or will become unlawful by the laws of Malaysia or by the laws of any applicable jurisdiction for the Issuer or any Scheme Company to perform or comply with any one or more of their respective obligations under any of the GWRS Documents;
- (g) Misrepresentation: any representation, warranty or statement which is made by the Issuer or any Scheme Company or which is contained anywhere else or in connection herewith proves to be incorrect in any material respect;
- (h) Cessation of business: the Issuer or any Scheme Company changes the nature or scope of its/their business, suspends a substantial part of the present business operations which it/they now conduct directly or indirectly, or any governmental authority expropriates or threatens to expropriate all or part of its/their assets;
- (i) Cross-default: any Indebtedness of the Issuer or any Scheme Company becomes due or capable of being declared due before its stated maturity, any guarantee of or indemnity given by the Issuer or any Scheme Company is not discharged at maturity or when called or the Issuer or any Scheme Company goes into default under, or commits a breach of, any instrument or agreement relating to any such indebtedness or guarantee or the security for any such indebtedness becomes enforceable;
- (j) Litigation: any litigation, arbitration, winding up or administrative proceeding is filed against the Issuer or any Scheme Company PROVIDED THAT the amount of such claim filed shall be in excess of five per cent (5%) of the Consolidated NTA of the Issuer;
- (k) Ineffective or invalid provision: any provision of the Trust Deed or the GWRS Documents or any Security Document is or becomes, for any reason, invalid or unenforceable or if any law is brought into effect which purports to render ineffective or invalid any provision of the Trust Deed or the GWRS Documents or any Security Document;
- (l) Judgment outstanding: any judgments in an amount in excess five per cent (5%) of the Consolidated NTA value , whichever is lower as at the date of the judgement shall be entered against the Issuer or any Scheme Company unless an application has been made by the Issuer or such Scheme Company to set aside or stay such judgment within thirty (30) days from the date of such judgment;
- (m) Licence: any licence, authorisation, approval, consent, order, exemption, registration is suspended or is revoked or withheld or modified or is otherwise not granted or fails to remain in full force and effect and such revocation results in the Issuer or any Scheme Company ceasing its/their business operations;
- (n) Nationalisation: save for instances of compulsory acquisitions (where the compensation paid for such acquisition does not in the opinion of the Trustee materially affect the ability of such company to fulfil its obligations), all or a material part of the property or assets of the Issuer or any Scheme Company shall be condemned, seized or otherwise appropriated;
- (o) Moratorium and/or Restraining Order: the Issuer or any Scheme Company obtains a restraining order and/or enters into or proposes to enter into, or there is declared by any competent court or authority, a moratorium on the payment of indebtedness or other suspension of payments generally;

- (p) Jeopardy: any securities created in any of the Security Documents or otherwise is in jeopardy or ineffective;
- (q) Repudiation: the Issuer or any Scheme Company repudiates or take steps to repudiate the Trust Deed or any GWRS Document is alleged by the Issuer or any Scheme Company not to be in proper legal form for the enforcement thereof in the courts of Malaysia or laws of any applicable jurisdiction;
- (r) Change in Substantial Shareholder: there is any change in the controlling shareholders of the Issuer (where for the purposes of this clause, "controlling shareholder" shall be defined as a shareholder with a shareholding of thirty three per cent (33%) or more in the relevant company);
- (s) Material Adverse Change: any event or series of events occur(s) which might have a material and adverse effect on the financial condition or operations of the Issuer, or
- (t) Default under ACB Facility Agreement: an event of default has occurred or deemed to have occurred in respect of the ACB Debts pursuant to the ACB Facility Agreement,
- (u) Default of the Issuer's redemption obligation set out in Clause 6A of the Priority and Security Sharing Agreement which is not remedied to the satisfaction of the Trustee within six (6) months from the relevant due date of the respective property redemption dates set out in Clause 6A.2 in the Priority and Security Sharing Agreement.

then, whether or not any such Event of Default is continuing, the Trustee may at its discretion (except in circumstances described in sub-clauses (p), (r) and (s) above) or shall if so instructed by the Bondholders/ACB-SPV Consolidated and Rescheduled Debt Holders by Class A Special Resolution, and if there are no Class A Bonds and Class A ACB-SPV Consolidated and Rescheduled Debts by Class B Special Resolution and if there are no Class B Bonds and Class B ACB-SPV Consolidated and Rescheduled Debts by Class C Special Resolution, by notice to ACB declare that:

- (i) all amount payable under the GWRS Documents shall become immediately due and payable; and
- (ii) without further notice to ACB, institute such proceedings and take such steps as it thinks fit including enforcing remedies under each of the GWRS Documents.

Each of paragraphs (a) to (u) above is to be construed independently and no one Event of Default limits the generality of any other Event of Default.

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Rights Issue Covenants

The Issuer further covenants and undertakes with the Trustee and each Bondholder that until all its liabilities and obligations hereunder and under the ACB Bonds have been discharged:

- (a) SC Submissions: if a Rights Issue Notice has been given, the Issuer shall:
- (i) no later than sixty (60) days from the date of such notice, make a submission to the Securities Commission to obtain its approval for the Rights Issue; or
 - (ii) promptly, and in any event no later than seven (7) days from the date it makes the submission, provide of the submission made to the Securities Commission to the Trustee;
 - (iii) promptly, and in any event no later than seven (7) days from its receipt of the same, provide to the Trustee of all correspondence between it (and its advisors) and the Securities Commission;
 - (iv) obtain the written consent of the Trustee to a change in the utilisation of the proceeds of the Rights Issue or a change in the amount to be raised by the Rights Issue, unless even after the change, sufficient funds would be raised by the Issuer to make all payments which are overdue.

For the purposes of this clause, a Rights Issue Notice shall:

- (aa) be in the agreed form;
 - (bb) be given no later than the end of the first month of the last quarter preceding the next scheduled Redemption Date;
 - (cc) state that the Issuer proposes to carry out a Rights Issue for the purpose of raising funds to pay for the redemption of some or all of such ACB Bonds;
 - (dd) be accompanied by a copy of the announcement made to Bursa Securities in respect of the Rights Issue;
 - (ee) provide particulars of the timing of the Rights Issue, the amount to be raised, the basis of the Rights Issue and the proposed issue price of the new shares;
- (b) SC approval: the Issuer shall use its best endeavours to obtain the decision of the Securities Commission or such other approving authority as shall be required under any law (the "Other Approving Authority") within three (3) months of the date the submission is made and upon receipt of such approval, promptly or in any event no later than seven (7) days from the date of the approval letter forward a certified true copy thereof to the Trustee;
- (c) Notice of acceptance/appeal: upon receipt of the approval of the Securities Commission or the Other Approving Authority to the Rights Issue, the Issuer shall notify the Trustee (i) of its acceptance imposed by the Securities Commission or the Other Approving Authority within seven (7) days from the date of receipt of the letter from the Securities Commission or Other Approving Authority as the case may be; or (ii) that it has appealed against such conditions imposed by the Securities Commission or the Other Approving Authority, within seven (7) days from the date of the date of submission to the Securities Commission or the Other Approving Authority as the case may be;
- (d) Results of appeal: in the event that an appeal has been made by the Issuer to the Securities Commission, the Issuer shall use its best endeavours to obtain the decision approval or rejection of the Securities Commission or the Other Approving Authority within sixty (60) days from the date of the letter of appeal and upon receipt of such approval/rejection, promptly or in any event no later than seven (7) days from the date of receipt of the approval/rejection letter, forward certified true copies thereof to the Trustee;

- (e) Acceptance of appeal: in the event that the appeal is rejected by the Securities Commission or the Other Approving Authority, the Issuer shall within seven (7) days from the date of such rejection letter, notify the Trustee and the Securities Commission or the Other Approving Authority of either (a) its acceptance of all conditions imposed by the Securities Commission or the Other Approving Authority; or (b) its intention to discontinue with the Rights Issue;
- (f) Books closure: the Issuer shall declare the books closure date in respect of a Rights Issue referred to in a Rights Issue Notice no later than one hundred and ten (110) days after the due date for the redemption of the ACB Bonds to which the Rights Issue relates; and
- (g) Shareholders and other approvals: the Issuer shall procure its shareholders' and all other relevant corporate/governmental approval required in relation to the Rights Issue prior thereto.

Private Placement Covenants

The Issuer further covenants and undertakes with the Trustee and each Bondholder that until all its liabilities and obligations hereunder and under the ACB Bonds have been discharged:

- (a) SC Submissions: if a Private Placement Notice has been given, the Issuer shall:
 - (i) no later than sixty (60) days from the date of such notice, make a submission to the Securities Commission to obtain its approval for the Private Placement; or
 - (ii) promptly, and in any event no later than seven (7) days from the date it makes the submission, provide of the submission made to the Securities Commission to the Trustee;
 - (iii) promptly, and in any event no later than seven (7) days from its receipt of the same, provide to the Trustee of all correspondence between it (and its advisors) and the Securities Commission;
 - (iv) obtain the written consent of the Trustee to a change in the utilisation of the proceeds of the Private Placement or a change in the amount to be raised by the Private Placement, unless even after the change, sufficient funds would be raised by the Issuer to make all payments which are overdue.

For the purposes of this clause, a Private Placement Notice shall:

- (aa) be in the agreed form;
 - (bb) be given no later than the end of the first month of the last quarter preceding the next scheduled Redemption Date;
 - (cc) state that the Issuer proposes to carry out a Private Placement for the purpose of raising funds to pay for the redemption of some or all of such ACB Bonds;
 - (dd) be accompanied by a copy of the announcement made to Bursa Securities in respect of the Private Placement; and
 - (ee) provide particulars of the timing of the Private Placement and the proposed issue price of the new shares;
- (b) SC approval: the Issuer use its best endeavours to obtain the decision of the Securities Commission or such other approving authority as may be required under law ("Approving Authority") within three (3) months of the date the submission is made] and upon receipt of such approval, promptly or in any event no later than seven (7) days from the date of receipt of the approval letter forward a certified true copy thereof (in sufficient copies for the Bondholders)] to the

Trustee;

- (c) Notice of acceptance/appeal: upon receipt of the approval of the Securities Commission or the Approving Authority as the case may be to the Private Placement, the Issuer shall notify the Trustee (i) of its acceptance imposed by the Securities Commission or such Approving Authority within seven (7) days from the date of receipt of the letter from the Securities Commission or the Approving Authority as the case may be; or (ii) that it has appealed against such conditions imposed by the Securities Commission or the Approving Authority as the case may be, within seven (7) days from the date of the letter from the Securities Commission or the Approving Authority as the case may be;
- (d) Results of appeal: in the event that an appeal has been made by the Issuer to the Securities Commission or the Approving Authority as the case may be, the Issuer shall use its best endeavours to procure the decision, approval or rejection of the Securities Commission or such Approving Authority within sixty (60) days from the date of the letter of appeal and upon receipt of such approval/rejection, promptly or in any event no later than seven (7) days from the date of the approval/rejection letter, forward certified true copies thereof to the Trustee;
- (e) Acceptance of appeal: in the event that the appeal is rejected by the Securities Commission or the Approving Authority as the case may be, the Issuer shall within seven (7) days from the date of receipt of such rejection letter, notify the Trustee and the Securities Commission or the Approving Authority as the case may be of either (i) its acceptance of all conditions imposed by the Securities Commission or such Approving Authority; or (ii) its intention to discontinue with the Private Placement; and
- (f) Shareholders and other approvals: the Issuer shall procure its shareholders' and all other relevant corporate/governmental approval required in relation to the Private Placement prior thereto.

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Excluded Companies

INCREMENTAL/ADDITIONAL INDEBTEDNESS TO BE INCURRED BY THE PROPERTY DEVELOPMENT/OPERATING COMPANIES/KOC TO BE EXCLUDED FROM THE CALCULATION OF THE PERMITTED INDEBTEDNESS

- (a) Akurjaya Sdn Bhd
- (b) Araprop Development Sdn Bhd
- (c) Andalas Development Sdn Bhd
- (d) Bandar Akademia Corp Sdn Bhd
- (e) The Lenggeng Rubber Estate Ltd
- (f) Henrietta Rubber Estate Ltd
- (g) Visionwell Sdn Bhd
- (h) Hiap Joo Chong Realty Sdn Bhd
- (i) P T Kebunaria
- (j) Timuriang Sdn Bhd and its subsidiary companies, directly or indirectly involved in retail business in Malaysia set out below:
 - (i) Parkson Corporation Sdn Bhd (had been disposed of as of 1 June 2004)
 - (ii) Xtra Supercenter Sdn Bhd (had been disposed of as of 1 June 2004)
- (k) Subsidiary companies of ACB, directly or indirectly involved in retail business in China set out below: (all of which had been disposed of as of 1 June 2004)
 - (i) Dalian Tianhe Parkson Shopping Center Co Ltd
 - (ii) Wuxi Sanyang Parkson Co Ltd
 - (iii) Xian Lucky King Parkson Plaza Co Ltd
 - (iv) Yangzhou Parkson Plaza Co Ltd
 - (v) Beijing Parkson Light Industry Development Co Ltd
 - (vi) Chongqing Wang Yu Parkson Plaza Co Ltd
 - (vii) Sichuan Hezheng Parkson Plaza Co Ltd
 - (viii) Shanghai Parkson Decorations Industry Co Ltd
 - (ix) Shanghai Ninesea Parkson Plaza Co Ltd
 - (x) Mianyang Fulin Parkson Plaza Co Ltd

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REDEMPTION PROFILE FOR ACB BONDS AS AT THE ISSUED DATE

REDEMPTION PROFILE FOR
ACB BONDS AS AT THE ISSUED
DATE

(RM' million)	NPV RM	14/Mar/03 RM	31/Mar/03 RM	30/Jun/03 RM	31/Dec/03 RM	31/Dec/04 RM	31/Dec/05 RM	31/Dec/06 RM	31/Dec/07 RM	31/Dec/08 RM	31/Dec/09 RM	31/Dec/10 RM	31/Dec/11 RM	Nominal RM
ACB "A1" Bonds	153.54	-	11.80	3.93	28.95	54.70	19.50	75.76	-	-	-	-	-	194.65
ACB "A2" Bonds	345.12	-	-	-	106.96	122.96	43.84	146.84	-	-	-	-	-	420.60
ACB "B" Bonds - Unsecured Lenders	333.20	16.49	-	-	23.44	44.29	15.79	164.29	43.66	59.95	22.82	33.50	-	424.24
LCB "B" Bonds - Purchase consideration	34.90	1.73	-	-	2.46	4.64	1.65	17.21	4.57	6.28	2.39	12.60	-	53.52
LCB "C" Bonds	217.69	-	-	-	-	-	-	-	-	-	130.43	209.62	-	340.05
Total	<u>1,084.45</u>													<u>1,433.06</u>

The above repayment profile is as per issuance date. Subsequent changes to the repayment profile would be reflected in the statement of accounts that are sent to the holders on an annual basis.

Existing Securities

No	Description	Beneficial Owner of Assets	Status / Borrower	Chargor	In the Divestment Programme ?
1.	Lion Ipoh Parade / Lion Ipoh Medical Centre a) Disposal of shopping centre b) Disposal of shoplots c) Disposal of Ipoh Medical Centre held under: CT 12549 Lot 33516 CT 12551 Lot 33518 CT 16546 Lot 35786 CT 16547 Lot 35787 CT 16548 Lot 35788 CT 22851 Lot 2900N CT 22852 Lot 2901N CT 22853 Lot 2902N CT 22854 Lot 2903N PN 50789 Lot 8691U PN 68325 Lot 8824N PN 68326 Lot 8825N all of Bandar Ipoh Daerah Kinta, Negeri Perak (<i>Divested</i>)	Lion Ipoh Parade Sdn Bhd	Encumbered to: Pengurusan Danaharta Nasional / Lion Ipoh Parade Sdn Bhd	Lion Ipoh Parade Sdn Bhd	Yes

<p>2.</p>	<p>Disposal of 900 acres of agriculture freehold land in Tanjung Rambutan, Perak held under:</p> <p>12000& 12001 Lot No. 32605&32606; C.T. 12003 Lot No. 32604; C.T. 12004 Lot No. 33131; C.T. 12007 Lot No. 32603; C.T. 12008 Lot No. 33126; C.T. 12009 Lot No. 33132; C.T. 14394&14395 Lot No. 23254&23255; C.T. 2222 Plan No. 6540; C.T. 31007 Lot No. 39023; Grant 10629 Survey No. 17915; Grant 12326&12327 Plan No.19540&19541 ; Grant 12959 Portion No. 21997; Geran 15834 Lot No. 12178; Geran 23973 Lot No. 12154; Geran 23974 Lot No. 16786; Geran 23980 Lot No. 12964; Geran 23981 Lot No. 12962; Geran 23983 Lot No. 18090; Geran 23984 Lot No. 22273; Geran 23985 Lot No. 21140; Geran 24307 Lot No. 26320; Geran</p>	<p>Henrietta Rubber Estate Ltd</p>	<p>Encumbered to:</p> <p>Hong Leong Bank Bhd / Ayer Keroh Resort Sdn Bhd</p>	<p>Henrietta Rubber Estate Ltd</p>	<p>Yes</p>
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<p>24493 Lot No. 12155; Geran 26746 Lot No. 12950; Geran 26747 Lot No. 9936; Geran 26751 Lot No. 10522; Geran 26752 Lot No. 12957; Geran 26753 Lot No. 12952; Geran 26754 Lot No. 9920; Geran 26759 Lot No. 12951; Geran 26762 Lot No. 12213; Geran 26774 Lot No.12956; Geran 26775 Lot No.13026; Geran 26776 Lot No. 13021; Geran 26785 Lot No. 12156; Geran 26786&26787 Lot No. 14053&14052; Geran 26795 Lot No. 13023; Geran 26796 Lot No.13145; Geran 26799 Lot No. 13404; Geran 26800 Lot No. 13022; Geran 26845 Lot No.13024; Geran 26846 Lot No. 12953; Geran 26847 Lot No. 12955; Geran 26848-26850 Lot No. 12958- 12960; Geran 26853 Lot No. 12961; Geran 26863&26864 Lot No. 10517&10516; Geran 26914 Lot No.12157; Geran 26915 Lot No. 12162; Grant</p>				
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	<p>5215 Plan No. 6984; Grant 6048 Plan No. 12167; Grant 6050 Survey No. 12158; Grant 6079 Lot No. 12159; Grant 6080&6081 Plan No. 12160&12161 all in Mukim Hulu Kinta, District Kinta, Perak and P.N. 63157 Lot No. 608, Pekan Tanjong Rambutan, District Kinta, Perak</p> <p><i>(Divested)</i></p>				
3.	<p>Lion Seremban Parade</p> <p>a) Disposal of shopping centre b) Disposal of shoplots</p> <p>held under:</p> <p>HS(D) 92634, PT No. 5148, Bandar Seremban, Negeri Sembilan</p> <p><i>(Divested)</i></p>	<p>Lion Seremban Parade Sdn Bhd</p>	<p>Encumbered to: Southern Investment Bank Bhd as security agent for:-</p> <p>1) Danaharta Urus Sdn Bhd</p> <p>2) Southern Investment Bank Bhd</p> <p>Borrower is Lion Seremban Parade Sdn Bhd</p>	<p>Lion Seremban Parade Sdn Bhd</p>	<p>Yes</p>
4.	<p>Batu Sebelas Estate</p> <p>Disposal of 1,197 acres agriculture freehold land in Negeri Sembilan held under:</p> <p>CT 4146 Lot 1837</p>	<p>Pacific Agriculture and Development Sdn Bhd (formerly known as Pacific Credit Leasing Sdn Bhd)</p>	<p>Encumbered to:</p> <p>DBS Ltd (Labuan Branch) / Avenel Sdn Bhd</p>	<p>Chembong Malay Rubber Co. Ltd</p>	<p>Yes</p>

	CT 777 Lot 2880 Geran 53615 Lot 3573 Geran 53614 Lot 3572 all in Mukim Rantau, Negeri Sembilan	Registered in the name of Chembong Malay Rubber Co. Ltd			
5.	Chembong Estate Disposal of 684 acres freehold land held under : H.S.(D) 6335 P.T. 2539; and H.S.(D) 6333 P.T. 2540 all in Mukim Pedas, District of Rembau, Negeri Sembilan; and Geran 15807 Lot No. 1537, C.T. 13621 Lot No. 1400, 1460 & 1461; and EMR 823 Lot No. 927 all in Mukim Chembong, District of Rembau, Negeri Sembilan	Lion Seatings Sdn Bhd Registered in the name of Chembong Malay Rubber Co. Ltd	Encumbered to: DBS Ltd (Labuan Branch) / Avenel Sdn Bhd	Chembong Rubber Estate Co. Ltd	Yes
6.	Bagan Sena Estate Disposal of 2,872 acres agriculture freehold land in Bagan Sena Estate held under: <u>Grant No.</u> <u>Lot No.</u> 32301 184 1640 1946 1639 1945 1899 1899 all of Mukim	Harbour Home Sdn Bhd Registered in the name of Henrietta Rubber Estate Ltd	Encumbered to: DBS Ltd (Labuan Branch) / Avenel Sdn Bhd	Henrietta Rubber Estate Ltd	Yes

	Bagan Sena, Kedah				
7.	<p>Land next to Weld Shopping Complex</p> <p>1.5 acres freehold commercial land held under Geran 652, Lot 59, Seksyen 57, Bandar/Daerah Kuala Lumpur (<i>Divested</i>)</p>	Lion Plaza Sdn Bhd	<p>Encumbered to:</p> <p>AmInternational (L) Ltd / Avenel Sdn Bhd</p>	Lion Plaza Sdn Bhd	Yes
8.	<p>Disposal of ACB Group's:</p> <p>47,975,000 Silverstone Corporation Berhad shares (14,392,500 shares after Capital Reconstruction of SCB) ("SCB Shares") (<i>Converted to LFIB shares</i>)</p> <p>16,625,069 Amalgamated Container Berhad shares ("Amal Shares") (<i>Converted to LCB shares</i>)</p> <p>48,000,000 Lion Diversified Holdings Berhad shares * ("LDHB Shares")</p>	<p>Umatrac Enterprises Sdn Bhd (AMB, Amal & LICB Shares)</p> <p>Ambang Jaya Sdn Bhd (5,000,000 LDHB Shares)</p> <p>Ayer Keroh Resort Sdn Bhd (43,000,000 LDHB Shares)</p> <p>Avenel Sdn Bhd (LFIB Shares)</p>	<p>Encumbered to:</p> <p>DBS (L) Ltd / Avenel Sdn Bhd</p>	<p>Umatrac Enterprises Sdn Bhd</p> <p>Ambang Jaya Sdn Bhd</p> <p>Ayer Keroh Resort Sdn Bhd</p> <p>Avenel Sdn Bhd</p>	Yes

REVISED PRINCIPAL TERMS AND CONDITIONS OF THE ACB BONDS

ANNEXURE G(i)

	<p>118,029,900 Lion Industries Corporation Berhad shares * ("LICB Shares")</p> <p>161,000,000 Lion Forest Industries Berhad shares * ("LFIB Shares")</p>				
9.	<p>Disposal of 3,400,000 shares or 3.09% equity interest in CMS Steel Bhd</p> <p>(Divested)</p>	ACB	<p>Encumbered to:</p> <p>DBS (L) Ltd / Avenel Sdn Bhd</p>	ACB	Yes
10	<p>Disposal of 5,100,000 shares or 51% equity interest in Secom (M) Sdn Bhd</p>	Ayer Keroh Resort Sdn Bhd	<p>Encumbered to:</p> <p>Secom Japan Co Ltd / Ayer Keroh Resort Sdn Bhd</p>	Ayer Keroh Resort Sdn Bhd	Yes
11	<p>Bandar Baru Brookland III-Banting Town</p> <p>Disposal of 1,244 acres agriculture freehold land held under HS (D) 5377 Lot 6339, Mukim of Tanjung Duabelas, Negeri Selangor</p>	Aquabio Holdings Sdn Bhd	<p>Encumbered to:</p> <p>DBS (Labuan) Ltd / Avenel Sdn Bhd</p>	Aquabio Holdings Sdn Bhd	Yes
12	<p>Commercial Property (located next to Hotel Istana)</p> <p>Disposal of commercial land held under CT No 13782, Lot 692 Section 57</p>	Visionwell Sdn Bhd	<p>Encumbered to:</p> <p>Affin Investment Bank / Visionwell Sdn Bhd</p>	Visionwell Sdn Bhd	No

	District Kuala Lumpur, Wilayah Persekutuan				
13	Land next to Komtar Penang Disposal of commercial 99 years leasehold property with 2.52 acres located next to Komtar, Penang (Divested)	Lion Mutiara Parade Sdn Bhd	Encumbered to: Danaharta Managers Sdn Bhd / Lion Mutiara Parade Sdn Bhd	Lion Mutiara Parade Sdn Bhd	No
14	Lot 2933 – 2939, Mukim of Tebrau JB Disposal of 44 acres agriculture freehold land held under Grant No. 50324, 24837-24839, 25432-25434 Lot No. 2933-2939 all in Mukim Tebrau, Johor	Akurjaya Sdn Bhd	Encumbered to: RHB Bank Berhad / Akurjaya Sdn Bhd	Akurjaya Sdn Bhd	Yes
15.	Bandar Baru Brookland II-Banting Town Disposal of 1,030 acres residential freehold land held under Grant No. 5106 Lot 707; Grant No. 10886 Lot No. 1615 & 1647; Grant No. 10885 Lot No. 1645 & 1648 (8272 & 8273) all in Mukim Tanjung Duablas	Andalas Sdn Bhd	Encumbered to: DBS (Labuan) Ltd / Avenel Sdn Bhd	Avenel Sdn Bhd. 485 units sold for Grant 5106 36 units, 414 low cost units and 1,721 units redeemed (Chee Kiang Realty Sdn Bhd) in respect of Grant 10886 & 10885	Yes
16.	Bukit Mahkota, Bangi	Araprop Developmen	Encumbered to:	Araprop Developmen	Yes

<p>Disposal of residential and commercial freehold land held under HS(D) 47850, P.T. No 770 Mukim Beranang, Daerah Hulu Langat, Selangor</p> <p>47 subdivided titles held under Geran No. 44280 Lot 3341, Mukim Beranang, Daerah Hulu Langat, Selangor</p> <p>H.S.(D) No. 79122, P.T. No. 10741; H.S.(D) No. 79123, P.T. No. 10742; H.S.(D) No. 79124, P.T. No. 10743; H.S.(D) No. 79125, P.T. No. 10744; H.S.(D) No. 79126, P.T. No. 10745; H.S.(D) No. 79127, P.T. No. 10746; H.S.(D) No. 79128, P.T. No. 10747; H.S.(D) No. 79129, P.T. No. 10748; H.S.(D) No. 79130, P.T. No. 10749; H.S.(D) No. 79131, P.T. No. 10750; H.S.(D) No. 79132, P.T. No. 10751; H.S.(D) No. 79133, P.T. No. 10752; H.S.(D) No. 79134, P.T. No. 10753; H.S.(D) No. 79135, P.T. No. 10754; H.S.(D) No.</p>	<p>t Sdn Bhd</p> <p>Araprop Development Sdn Bhd</p>	<p>AmlInvestment Bank Berhad / Araprop Development Sdn Bhd</p> <p>AmlInvestment Bank Berhad/ Araprop Development Sdn Bhd</p>	<p>t Sdn Bhd</p> <p>Araprop Development Sdn Bhd</p>	<p>Yes</p>
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REVISED PRINCIPAL TERMS AND CONDITIONS OF THE ACB BONDS

ANNEXURE G(i)

<p>79136, P.T. No. 10755; H.S.(D) No. 79137, P.T. No. 10756; H.S.(D) No. 79138, P.T. No. 10757; H.S.(D) No. 79139, P.T. No. 10758; H.S.(D) No. 79140, P.T. No. 10759; H.S.(D) No. 79141, P.T. No. 10760; H.S.(D) No. 79142, P.T. No. 10761; H.S.(D) No. 79143, P.T. No. 10762; H.S.(D) No. 79144, P.T. No. 10763; H.S.(D) No. 79145, P.T. No. 10764; H.S.(D) No. 79146, P.T. No. 10765; H.S.(D) No. 79147, P.T. No. 10766; H.S.(D) No. 79148, P.T. No. 10767; H.S.(D) No. 79149, P.T. No. 10768; H.S.(D) No. 79150, P.T. No. 10769; H.S.(D) No. 79151, P.T. No. 10770; H.S.(D) No. 79152, P.T. No. 10771; H.S.(D) No. 79153, P.T. No. 10772; H.S.(D) No. 79154, P.T. No. 10773; H.S.(D) No. 79155, P.T. No. 10774; H.S.(D) No. 79156, P.T. No. 10775; H.S.(D) No. 79157, P.T. No. 10776; H.S.(D) No. 79158, P.T. No.</p>				
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REVISED PRINCIPAL TERMS AND CONDITIONS OF THE ACB BONDS

ANNEXURE G(i)

	<p>10777; H.S.(D) No. 79159, P.T. No. 10778; H.S.(D) No. 79160, P.T. No. 10779; H.S.(D) No. 79161, P.T. No. 10780; H.S.(D) No. 79162, P.T. No. 10781; H.S.(D) No. 79163, P.T. No. 10782; H.S.(D) No. 79164, P.T. No. 10783; H.S.(D) No. 79165, P.T. No. 10784; H.S.(D) No. 79166, P.T. No. 10785; H.S.(D) No. 79167, P.T. No. 10786 and H.S.(D) No. 79168, P.T. No. 10787 held under Geran No. 44280 Lot 3341, Mukim Beranang, Daerah Hulu Langat, Selangor</p>				
17.	<p>Lenggeng Rubber Estate Disposal of 1,827 acres freehold land in Negeri Sembilan held under Geran No. 26504, Lot 5616 Mukim of Lenggeng</p>	<p>Pacific Agriculture and Development Sdn Bhd (formerly known as Pacific Credit Leasing Sdn Bhd)</p> <p>Registered in the name of Lenggeng Rubber Co. Ltd</p> <p>Bandar Akademia Sdn Bhd</p> <p>Bandar</p>	<p>Encumbered to:</p> <p>DBS (Labuan) Ltd / Avenel Sdn Bhd</p> <p>4547 units sold in portions belonging to Bandar Akademia Sdn Bhd and Bandar Akademia Corporation Sdn Bhd.</p>	<p>Lenggeng Rubber Co. Ltd</p>	<p>Yes</p>

		Akademia Corporation Sdn Bhd			
18.	<p>Disposal of ACB Group's:</p> <p>5,258,000 Silverstone Corporation Berhad shares (1,577,400 shares after Capital Reconstruction of SCB) ("SCB Shares") (Converted to LFIB shares)</p> <p>15,300,000 Lion Diversified Holdings Berhad shares * ("LDHB Shares")</p> <p>2,004,072 Lion Industries Corporation Berhad shares * ("LICB Shares")</p> <p>123,965,000 eCyberChina Ltd HK shares ("eCyberChina Shares")</p>	<p>Umatrac Enterprises Sdn Bhd (SCB Shares and LICB Shares)</p> <p>Ambang Jaya Sdn Bhd (LDHB and eCyberChina Shares)</p>	<p>Encumbered to:</p> <p>Affin Bank Bhd / Ambang Jaya Sdn Bhd</p>	<p>Umatrac Enterprises SDn Bhd (SCB and LICB Shares)</p> <p>Ambang Jaya Sdn Bhd (LDHB and eCyberChina Shares)</p>	Yes
19.	<p>Disposal of ACB Group's</p> <p>10,000,000 Lion Teck Chiang Ltd shares</p>	<p>Angkasa Marketing (S) Pte Ltd</p>	<p>Encumbered to:</p> <p>Danaharta (L) Ltd / Angkasa Marketing (S) Pte Ltd</p>	<p>Angkasa Marketing (S) Pte Ltd</p>	No
20.	<p>Disposal of ACB Group's:</p> <p>9,942,926 Silverstone Corporation Berhad shares</p>	<p>Umatrac Enterprises Sdn Bhd (SCB, Amal, LCB and</p>	<p>Encumbered to:</p> <p>Pengurusan Danaharta Sdn</p>	<p>Umatrac Enterprises. Sdn Bhd (SCB, Amal, LCB and</p>	Yes

	<p>(2,982,877 shares after Capital Reconstruction of SCB) (“SCB Shares”) <i>(Converted to LFIB shares)</i></p> <p>1,000,000 Amalgamated Container Berhad shares (“Amal Shares”) <i>(Divested)</i></p> <p>10,000,000 Lion Diversified Holdings Berhad shares * (“LDHB Shares”)</p> <p>3,315,600 Lion Corporation Berhad shares (2,320,920 shares after Capital Reconstruction of LCB) (“LCB Shares”) <i>(Divested)</i></p> <p>4,565,605 Lion Industries Corporation Berhad shares *</p>	<p>LICB Shares)</p> <p>Umatrac Enterprises Sdn Bhd (LDHB Shares)</p>	<p>Bhd / Masoni Pte Ltd</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<p>LICB Shares)</p> <p>Umatrac Enterprises Sdn Bhd (LDHB Shares)</p>	
21.	<p>Disposal of ACB Group’s:</p> <p>1,000,000 Amalgamated Container Berhad shares (“Amal Shares”) <i>(Divested)</i></p> <p>8,500,000 Lion Diversified Holdings Berhad shares * (“LDHB Shares”)</p>	<p>Umatrac Enterprises Sdn Bhd (Amal, LCB & SB Shares)</p> <p>Ambang Jaya Sdn Bhd (LDHB Shares)</p>	<p>Encumbered to:</p> <p>Pengurusan Danaharta Nasional Bhd / Lion Asia Investment Pte Ltd</p> <p>RHB Investment Bank Berhad (as security</p>	<p>Umatrac Enterprises Sdn Bhd (Amal, LCB & SB Shares)</p> <p>Ambang Jaya Sdn Bhd (LDHB Shares)</p>	Yes

	<p>10,360,800 Lion Corporation Berhad shares (7,252,560 shares after Capital Reconstruction of LCB) ("LCB Shares") <i>(Divested)</i></p> <p>56,096,118 Silverstone Bhd shares * ("SB Shares")</p>		trustee) / ACB		
22.	<p>Disposal of ACB Group's:</p> <p>3,800,000 Silverstone Corporation Berhad shares (1,140,000 shares after Capital Reconstruction of SCB) <i>(Converted to LFIB shares)</i></p> <p>2,000,000 Amalgamated Container Berhad shares <i>(Converted to LCB shares)</i></p> <p>3,600,000 Lion Corporation Berhad shares (2,520,000 shares after Capital Reconstruction of LCB) <i>(Divested)</i></p> <p>15,139,200 Lion Industries Corporation Berhad shares *</p>	Umatrac Enterprises Sdn Bhd	<p>Encumbered to:</p> <p>WestLB S'pore / Lion Asia Investment Pte Ltd</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	Umatrac Enterprises Sdn Bhd	Yes

23.	<p>Disposal of ACB Group's:</p> <p>7,038,570 Silverstone Corporation Berhad shares (2,111,571 shares after Capital Reconstruction of SCB) ("SCB Shares") <i>(Converted to LFIB shares)</i></p> <p>17,000,000 Lion Diversified Holdings Berhad shares * ("LDHB Shares I")</p> <p>15,000,000 Lion Diversified Holdings Berhad shares * ("LDHB Shares II")</p> <p>8,445,600 Lion Corporation Berhad shares (5,911,920 shares after Capital Reconstruction of LCB) <i>(Divested)</i></p> <p>26,145,239 Lion Industries Corporation Berhad shares *</p>	<p>Umatrac Enterprises Sdn Bhd (SCB, LCB & LICB Shares)</p> <p>Ambang Jaya Sdn Bhd (LDHB Shares I)</p> <p>Ayer Keroh Resort Sdn Bhd (LDHB Shares II)</p>	<p>Encumbered to:</p> <p>Maybank S'pore / Lion Asia Investment Pte Ltd</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<p>Umatrac Enterprises Sdn Bhd (SCB, LCB & LICB Shares)</p> <p>Ambang Jaya Sdn Bhd (LDHB Shares I)</p> <p>Ayer Keroh Resort Sdn Bhd (LDHB Shares II)</p>	Yes
24.	<p>Disposal of ACB Group's</p> <p>79,093,000 Lion Industries</p>	<p>Umatrac Enterprises Sdn Bhd</p>	<p>Encumbered to:</p> <p>AmInternationa</p>	<p>Umatrac Enterprises Sdn Bhd</p>	No

	Corporation Berhad shares *		I (L) Ltd / Avenel Sdn Bhd RHB Investment Bank Berhad (as security trustee) / ACB		
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Additional Securities

No	Description	Beneficial Owner of Assets	Status / Borrower	Chargor	In the Divestment Programme ?
1.	Disposal of ACB Group's 50,000,002 shares or 100% equity interest Parkson Corporation Sdn Bhd <i>(Divested)</i>	Timuriang Sdn Bhd	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	Timuriang Sdn Bhd	Yes
2.	Disposal of ACB Group's 2,959,280 shares or 0.29% equity interest in Affin Holdings Bhd <i>(Divested)</i>	ACB	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	ACB	Yes
3.	Disposal of ACB Group's 4,706,850 Affin Holdings Bhd shares	Umatrac Enterprises S/B	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	Umatrac Enterprises S/B	Yes
4.	Disposal of ACB Group's 50% stake in Beijing Parkson Light Industrial Development Ltd vide Parkson Investment Pte Ltd Charge over 100% equity interest or 10,000,000 shares in Parkson	Parkson Investment Pte Ltd (42%) (investor company) Rosenblum Investment Pte Ltd (14%) (investor company)	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	Sukhothai Food Sdn Bhd (27% or 2,700,000 shares) Natvest Parkson Sdn Bhd (18% or 1,800,000 shares) Parkson Retail Consulting and	Yes

	Investment Pte Ltd. (Divested)			Management Sdn Bhd (7% or 700,000 shares) Lion Asia Investment Pte Ltd (30% or 3,000,000 shares)	
5.	Disposal of ACB Group's 100% stake in Shanghai Nine Sea Parkson Plaza Co Ltd Charge over 100% equity interest or 100 shares in investor company (Divested)	Exonbury Ltd (100%) (investor company)	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	Ambang Jaya Sdn Bhd (50% or 1 share) Benavon Nominees Ltd (50% or 1 share)	Yes
6.	Disposal of ACB Group's 70% stake in Changqing Wang Yu Parkson Plaza Co Ltd (held vide 100% equity interest comprising 100 shares in investor company) Charge over 100% equity interest or 100 shares in investor company (Divested)	Parkson Supplies Pte Ltd (70%) (investor company)	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	Natvest Parkson Sdn Bhd (70% or 70 shares) Lion Asia Investment Pte Ltd (30% or 30 shares)	Yes
7.	Disposal of ACB Group's 60% stake in Dalian Tianhe Parkson Shopping Centre Co. Ltd (held vide 100% interest	Serbadagan g Holdings S/B (60%) (investor company)	Encumbered to: RHB Investment Bank Berhad (as security	Timuriang Sdn Bhd	Yes

	<p>comprising 2 shares in investor company)</p> <p>Charge over 100% equity interest or 2 shares in investor company</p> <p><i>(Divested)</i></p>		trustee) / ACB		
8.	<p>Disposal of machinery belonging to Shanghai Lion Food Industry Co. Ltd</p> <p>Charge over 100% equity interest or 9,500,000 shares in investor company</p> <p><i>(Divested)</i></p>	<p>Masoni Investment Pte Ltd (93.79%) (investor company)</p>	<p>Encumbered to:</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<p>Sukhothai Food Sdn Bhd (52.6% or 5,000,000 shares)</p> <p>Parkson Retail Consulting and Management Sdn Bhd (47.4% or 4,500,000 shares)</p>	Yes
9.	<p>Disposal of ACB Group's 21,616,069 shares or 28.94% equity interest Amalgamated Container Bhd</p> <p><i>(Divested)</i></p>	<p>ACB – (991,000 shares or 1.33% equity interest)</p> <p>Umatrac Enterprises Sdn Bhd (27.61% or 20,625,069 shares)</p>	<p>Encumbered to:</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<p>ACB</p> <p>Umatrac Enterprises Sdn Bhd</p>	Yes
10.	<p>Disposal of ACB Group's 70% equity interest comprising 70,000 shares in Ambang Maju S/B</p>	<p>– Akurjaya Sdn Bhd (69,998 shares)</p> <p>a) Aquabio Holdings Sdn Bhd</p>	<p>Encumbered to:</p> <p>AmInternational (L) Ltd / Avenel Sdn Bhd</p>	<p>Akurjaya Sdn Bhd</p> <p>Umatrac Enterprise Sdn Bhd</p>	Yes

		(2 shares)	RHB Investment Bank Berhad (as security trustee) / ACB		
11.	<p>Disposal of ACB Group's 60% interest in Jilin Motor City Park Hotel Co. Ltd (held vide 100% equity interest comprising 2 shares in investor company)</p> <p>Charge over 100% equity interest or 2 shares in investor company</p>	Cibber Ltd (60%) (investor company)	<p>Encumbered to:</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<p>Ambang Jaya Sdn Bhd (50% or 1 share)</p> <p>Lion Asia Investment Pte Ltd (50% or 1 shares)</p>	Yes
12.	<p>Disposal of ACB Group's 60% equity interest in Lion Jianmin Pte Ltd's 100% equity interest in Shanghai Lion Garment Industries Co. Ltd (held vide 60% equity interest comprising 600 shares in investor company)</p> <p>Charge over 60% equity interest or 600 shares in investor company</p>	Lion Jianmin Pte Ltd (100%) (investor company)	<p>Encumbered to:</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<p>Natvest Parkson Sdn Bhd (30% or 300 shares)</p> <p>Lion Asia Investment Pte Ltd (30% or 300 shares)</p>	Yes
13.	<p>Disposal of ACB Group's 60% stake in Wuxi Sanyang Parkson Co. Ltd (held vide 100% equity interest comprising 2 shares in investor company)</p>	Serbadagan g Holdings Sdn Bhd (60%) (investor company)	<p>Encumbered to:</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	Timuriang Sdn Bhd	Yes

	Charge over 100% equity interest or 2 shares in investor company <i>(Divested)</i>				
14.	Disposal of ACB Group's 49% stake in Changchun Changlin Motorcycyle Co. Ltd (held vide 100% equity interest comprising 2 shares in investor company) Charge over 100% equity interest or 2 shares in investor company	Romiti Ltd (49%) (investor company)	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	Ambang Jaya Sdn Bhd (50% or 1 share) Benavon Nominees Ltd (50% or 1 share)	Yes
15.	Disposal of ACB Group's 80% equity interest comprising 16,000,000 shares in Visionwell Sdn Bhd	ACB	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	ACB	Yes
16.	Disposal of ACB Group's 6,000,000 shares or 60% equity interest in Lion Mutiara Parade S/B <i>(Divested Bungawang's 19% and Elstead's 11% equity interests in Lion Mutiara Parade Sdn Bhd)</i>	Bungawang Sdn Bhd (60%) (investor company)	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	Bungawang Sdn Bhd (4,900,000 shares) Elstead Sdn Bhd (1,100,000 shares)	Yes

<p>17.</p>	<p>Disposal of ACB Group's 100% equity interest in Parkson Management Pte Ltd's 90% interest in Sichuan Hezheng Parkson Plaza Co. Ltd (held vide 100% equity interest comprising 4,500,000 shares in investor company)</p> <p>Charge over 100% equity interest or 4,500,000 shares in investor company</p> <p><i>(Divested)</i></p>	<p>Parkson Management Pte Ltd (90%) (investor company)</p>	<p>Encumbered to:</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<p>Natvest Parkson Sdn Bhd (70% or 3,150,000 shares)</p> <p>Lion Asia Investment Pte Ltd (30% or 1,350,000 shares)</p>	<p>Yes</p>
<p>18.</p>	<p>Disposal of ACB Group's 70% interest in Minyang Fulin Parkson Plaza Co. Ltd (held vide 100% equity interest comprising 2 shares in investor company)</p> <p>Charge over 100% equity interest or 2 shares in investor company</p> <p><i>(Divested)</i></p>	<p>Parkson Pacific Pte Ltd (70%) (investor company)</p>	<p>Encumbered to:</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<p>Angkasa Marketing (S) Pte Ltd</p>	<p>Yes</p>
<p>19.</p>	<p>Disposal of ACB Group's 51% interest in Xian Lucky King Parkson Plaza Co. Ltd (held vide 100% equity interest</p>	<p>Serbadagan g Holdings S/B (51%) (investor company)</p>	<p>Encumbered to:</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<p>Timuriang Sdn Bhd</p>	<p>Yes</p>

	<p>comprising 2 shares in investor company)</p> <p>Charge over 100% equity interest or 2 shares in investor company</p> <p><i>(Divested)</i></p>				
20.	<p>Disposal of ACB Group's 55% in Yangzhou Parkson Plaza Co. Ltd (held vide 100% equity interest comprising 2 shares in investor company)</p> <p>Charge over 100% equity interest or 2 shares in investor company</p> <p><i>(Divested)</i></p>	<p>Serbadagan g Holdings Sdn Bhd company (55%) (investor company)</p>	<p>Encumbered to:</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<p>Timuriang Sdn Bhd</p>	<p>Yes</p>
21.	<p>Disposal of ACB Group's 500,000 shares or 100% equity interest Xtra Supercentre Sdn Bhd</p> <p><i>(Divested)</i></p>	<p>Timuriang Sdn Bhd</p>	<p>Encumbered to:</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<p>Timuriang Sdn Bhd</p>	<p>Yes</p>
22.	<p>Disposal of ACB Group's 4,000,000 shares or 20% equity interest Steel Industries Sabah Sdn Bhd</p>	<p>ACB</p>	<p>Encumbered to:</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<p>ACB</p>	<p>Yes</p>
23.	<p>Disposal of preference shares in Hy-Line Berhad which</p>	<p>a) 690 shares-Ayer Keroh Resort Sdn</p>	<p>Encumbered to:</p> <p>RHB</p>	<p>a) Ayer Keroh Resort Sdn Bhd</p>	<p>Yes</p>

	entitles the holder to membership of Tiara Melaka Golf & Country Club	Bhd b) 308 shares - Bungawang Sdn Bhd c) 3 shares- Akurjaya Sdn Bhd d) 350 shares – Khidmat Kelana (M) Sdn Bhd e) 350 shares - Superior Achievement Sdn Bhd f) 350 shares – Stowinco Sdn Bhd g) 350 shares - KL Home, Garden & Leisure Centre Sdn Bhd	Investment Bank Berhad (as security trustee) / ACB	b) Bungawang Sdn Bhd c) Akurjaya Sdn Bhd d) Khidmat Kelana Sdn Bhd e) Superior Achievement Sdn Bhd f) Stowinco Sdn Bhd g) KL Home Garden & Leisure Centre Sdn Bhd	
24.	Disposal of ACB Group's 18,600,000 shares or 20% equity interest CMS Steel Bhd <i>(Divested)</i>	ACB	18,600,000 shares or 16.91% equity interest unencumbered	ACB	Yes
25.	290,433,616 Lion Corporation Berhad shares received by ACB pursuant to the GWRS <i>(Divested)</i>	ACB	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	ACB	Yes
26.	Lion Ipoh Parade / Lion Ipoh Medical Centre a) Disposal of shopping	Lion Ipoh Parade Sdn Bhd	Encumbered to: Pengurusan Danaharta Nasional Bhd /	Lion Ipoh Parade Sdn Bhd	Yes

	<p>centre b) Disposal of shoplots c) Disposal of Ipoh Medical Centre</p> <p>held under:</p> <p>CT 12549 Lot 33516 CT 12551 Lot 33518 CT 16546 Lot 35786 CT 16547 Lot 35787 CT 16548 Lot 35788 CT 22851 Lot 2900N CT 22852 Lot 2901N CT 22853 Lot 2902N CT 22854 Lot 2903N PN 50789 Lot 8691U PN 68325 Lot 8824N PN 68326 Lot 8825N all of Bandar Ipoh Daerah Kinta, Negeri Perak</p> <p><i>(Divested)</i></p>		<p>Lion Ipoh Parade Sdn Bhd</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>		
27.	<p>Disposal of 900 acres of agriculture freehold land in Tanjung Rambutan, Perak held under:</p> <p>12000& 12001 Lot No. 32605&32606; C.T. 12003 Lot No. 32604; C.T. 12004 Lot No. 33131; C.T. 12007 Lot No. 32603; C.T.</p>	Henrietta Rubber Estate Ltd	<p>Encumbered to:</p> <p>Hong Leong Bank Bhd / Ayer Keroh Resort Sdn Bhd</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	Henrietta Rubber Estate Ltd	Yes

<p>12008 Lot No. 33126; C.T. 12009 Lot No. 33132; C.T. 14394&14395 Lot No. 23254&23255; C.T. 2222 Plan No. 6540; C.T. 31007 Lot No. 39023; Grant 10629 Survey No. 17915; Grant 12326&12327 Plan No.19540&19541 ; Grant 12959 Portion No. 21997; Geran 15834 Lot No. 12178; Geran 23973 Lot No. 12154; Geran 23974 Lot No. 16786; Geran 23980 Lot No. 12964; Geran 23981 Lot No. 12962; Geran 23983 Lot No. 18090; Geran 23984 Lot No. 22273; Geran 23985 Lot No. 21140; Geran 24307 Lot No. 26320; Geran 24493 Lot No. 12155; Geran 26746 Lot No. 12950; Geran 26747 Lot No. 9936; Geran 26751 Lot No. 10522; Geran 26752 Lot No. 12957; Geran 26753 Lot No. 12952; Geran 26754 Lot No. 9920; Geran 26759 Lot No. 12951; Geran 26762 Lot No. 12213; Geran</p>				
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<p>26774 Lot No.12956; Geran 26775 Lot No.13026; Geran 26776 Lot No. 13021; Geran 26785 Lot No. 12156; Geran 26786&26787 Lot No. 14053&14052; Geran 26795 Lot No. 13023; Geran 26796 Lot No.13145; Geran 26799 Lot No. 13404; Geran 26800 Lot No. 13022; Geran 26845 Lot No.13024; Geran 26846 Lot No. 12953; Geran 26847 Lot No. 12955; Geran 26848-26850 Lot No. 12958-12960; Geran 26853 Lot No. 12961; Geran 26863&26864 Lot No. 10517&10516; Geran 26914 Lot No.12157; Geran 26915 Lot No. 12162; Grant 5215 Plan No. 6984; Grant 6048 Plan No. 12167; Grant 6050 Survey No. 12158; Grant 6079 Lot No. 12159; Grant 6080&6081 Plan No. 12160&12161 all in ukim Hulu Kinta, District Kinta, Perak and P.N. 63157 Lot No. 608, Pekan Tanjong</p>				
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	Rambutan, District Kinta, Perak <i>(Divested)</i>				
28.	Lion Seremban Parade a) Disposal of shopping centre b) Disposal of shoplots held under: HS(D) 92634, PT No. 5148, Bandar Seremban, Negeri Sembilan <i>(Divested)</i>	Lion Seremban Parade Sdn Bhd	Encumbered to: Southern Investment Bank Bhd as security agent for:- 1) Danaharta Urus Sdn Bhd 2) Southern Investment Bank Bhd Borrower is Lion Seremban Parade Sdn Bhd RHB Investment Bank Berhad (as security trustee) / ACB	Lion Seremban Parade Sdn Bhd	Yes
29.	Batu Sebelas Estate Disposal of 1,197 acres agriculture freehold land in Negeri Sembilan held under: CT 4146 Lot 1837 CT 777 Lot 2880 Geran 53615 Lot 3573 Geran 53614 Lot 3572 all in Mukim Rantau, Negeri Sembilan	Pacific Agriculture and Development Sdn Bhd (formerly known as Pacific Credit Leasing Sdn Bhd) Registered in the name of Chembong Malay Rubber Co. Ltd	Encumbered to: DBS Ltd (Labuan Branch) / Avenel Sdn Bhd <i>(Discharged)</i> RHB Investment Bank Berhad (as security trustee) / ACB	Chembong Malay Rubber Co Ltd	Yes

<p>30.</p>	<p>Disposal of 684 acres freehold land in Chembong Estate Negeri Sembilan held under</p> <p>HS(D) 6335 PT 2539 HS(D) 6333 PT 2540 in Mukim Pedas, District Rembau, Negeri Sembilan</p> <p>Geran 15807 Lot 1537 CT 13621 Lot 1400, 1460 & 1461 EMR 823 Lot 927 in Mukim Chembong, District Rembau, Negeri Sembilan</p>	<p>Lion Seatings Sdn Bhd</p> <p>Registered in the name of Chembong Malay Rubber Co. Ltd</p>	<p>Encumbered to:</p> <p>DBS Ltd (Labuan Branch) / Avenel Sdn Bhd (<i>Discharged</i>)</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<p>Chembong Malay Rubber Estate Co Ltd</p>	<p>Yes</p>										
<p>31.</p>	<p>Disposal of 2,872 acres agriculture freehold land Bagan Sena Estate held under:</p> <table border="1" data-bbox="311 1429 555 1635"> <thead> <tr> <th><u>Grant No.</u></th> <th><u>Lot No.</u></th> </tr> </thead> <tbody> <tr> <td>32301</td> <td>184</td> </tr> <tr> <td>1640</td> <td>1946</td> </tr> <tr> <td>1639</td> <td>1945</td> </tr> <tr> <td>1899</td> <td>1899</td> </tr> </tbody> </table> <p>all of Mukim Bagan Sena, Kedah</p>	<u>Grant No.</u>	<u>Lot No.</u>	32301	184	1640	1946	1639	1945	1899	1899	<p>Henrietta Rubber Estate Ltd (The disposal/ transfer of the beneficial ownership of this asset by Henrietta Rubber Estate Ltd to Harbour Home Sdn Bhd, a subsidiary of ACB, is pending)</p>	<p>Encumbered to:</p> <p>DBS Ltd (Labuan Branch) / Avenel Sdn Bhd (<i>Discharged</i>)</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<p>Henrietta Rubber Estate Ltd</p>	<p>Yes</p>
<u>Grant No.</u>	<u>Lot No.</u>														
32301	184														
1640	1946														
1639	1945														
1899	1899														
<p>32.</p>	<p>Land next to Weld Shopping Complex Disposal of 1.5 acres freehold commercial land</p>	<p>Lion Plaza Sdn Bhd</p>	<p>Encumbered to:</p> <p>AmlInternational (L) Ltd / Avenel Sdn</p>	<p>Lion Plaza Sdn Bhd</p>	<p>Yes</p>										

	held under Geran 652, Lot 59, Seksyen 57, Bandar/Daerah Kuala Lumpur (Divested)		Bhd AmInternational (L) Ltd / Avenel Sdn Bhd RHB Investment Bank Berhad (as security trustee) / ACB		
33.	47,975,000 Silverstone Corporation Berhad shares (14,392,500 shares after Capital Reconstruction of SCB) (“SCB Shares”) (Converted to LFIB shares) 16,625,069 Amalgamated Container Berhad shares (“Amal Shares”) (Converted to LCB shares) 48,000,000 Lion Diversified Holdings Berhad shares * 118,029,900 Lion Industries Corporation Berhad shares * (“LDHB Shares”) 161,000,000 Lion Forest Industries Berhad shares * “LFIB Shares”)	Umatrac Enterprises Sdn Bhd (SCB, Amal & LICB Shares) Ambang Jaya Sdn Bhd (5,000,000 LDHB Shares) Ayer Keroh Resort Sdn Bhd (43,000,000 LDHB Shares) Avenel Sdn Bhd (LFIB Shares)	Encumbered to: DBS (L) Ltd / Avenel Sdn Bhd RHB Investment Bank Berhad (as security trustee) / ACB	Umatrac Enterprises Sdn bhd Ambang Jaya Sdn Bhd Ayer Keroh Resort Sdn Bhd Avenel Sdn Bhd	Yes

34.	Disposal of ACB Group's 18,600,000 shares or 20% equity interest in CMS Steel Bhd (Divested)	ACB	3,400,000 shares or 3.09% equity interest encumbered to: DBS (L) Ltd / Avenel Sdn Bhd RHB Investment Bank Berhad (as security trustee) / ACB	ACB	Yes
35.	Disposal of ACB Group's 5,100,000 shares or 51% equity interest in Secom (M) Sdn Bhd	Ayer Keroh Resort Sdn Bhd	Encumbered to: Secom Japan Co Ltd / Ayer Keroh Resort Sdn Bhd	Ayer Keroh Resort Sdn Bhd	Yes
36.	Bandar Baru Brookland III-Banting Town Disposal of 1,244 acres agriculture freehold land held under HS (D) 5377 Lot 6339, Mukim of Tanjung Duabelas, Negeri Selangor	Aquabio Holdings Sdn Bhd	Encumbered to: DBS (Labuan) Ltd / Avenel Sdn Bhd (Discharged) RHB Investment Bank Berhad (as security trustee) / ACB	Aquabio Holdings Sdn Bhd	Yes
37.	Lot 2933 – 2939, Mukim of Tebrau JB Disposal of 44 acres agriculture freehold land held under Grant No. 50324, 24837-24839, 25432-25434 Lot No. 2933-2939 all in Mukim Tebrau, Johor	Akurjaya Sdn Bhd	Encumbered to: RHB Bank Bhd / Akurjaya Sdn Bhd RHB Investment Bank Berhad (as security trustee) / ACB	Akurjaya Sdn Bhd	Yes

<p>38.</p>	<p>Bandar Baru Brookland II-Banting 1,030 acres residential freehold land</p> <p>Disposal of 1,030 acres residential freehold land held under Grant No. 5106 Lot 707; Grant No. 10886 Lot No. 1615 & 1647; Grant No. 10885 Lot No. 1645 & 1648 (8272 & 8273) all in Mukim Tanjung Duablas</p>	<p>Andalas Development Sdn Bhd</p>	<p>Encumbered to:</p> <p>DBS (Labuan) Ltd / Avenel Sdn Bhd (<i>Discharged</i>)</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<p>Andalas Development Sdn Bhd</p>	<p>Yes</p>
<p>39.</p>	<p>Bukit Mahkota, Bangi</p> <p>Disposal of residential and commercial freehold land held under HS(D) 47850, P.T. No 770 Mukim Beranang, Daerah Hulu Langat, Selangor</p> <p>47 subdivided titles held under Geran No. 44280 Lot 3341, Mukim Beranang, Daerah Hulu Langat, Selangor</p> <p>H.S.(D) No. 79122, P.T. No. 10741; H.S.(D) No. 79123, P.T. No. 10742; H.S.(D) No. 79124, P.T. No. 10743; H.S.(D) No. 79125, P.T. No. 10744;</p>	<p>Araprop Development Sdn Bhd</p> <p>Araprop Development Sdn Bhd</p>	<p>Encumbered to:</p> <p>AmlInvestment Bank Bhd / Araprop Development Sdn Bhd</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p> <p>AmlInvestment Bank Berhad/ Araprop Development Sdn Bhd</p>	<p>Araprop Development Sdn Bhd</p> <p>Araprop Development Sdn Bhd</p>	<p>Yes</p> <p>Yes</p>

<p>H.S.(D) No. 79126, P.T. No. 10745; H.S.(D) No. 79127, P.T. No. 10746; H.S.(D) No. 79128, P.T. No. 10747; H.S.(D) No. 79129, P.T. No. 10748; H.S.(D) No. 79130, P.T. No. 10749; H.S.(D) No. 79131, P.T. No. 10750; H.S.(D) No. 79132, P.T. No. 10751; H.S.(D) No. 79133, P.T. No. 10752; H.S.(D) No. 79134, P.T. No. 10753; H.S.(D) No. 79135, P.T. No. 10754; H.S.(D) No. 79136, P.T. No. 10755; H.S.(D) No. 79137, P.T. No. 10756; H.S.(D) No. 79138, P.T. No. 10757; H.S.(D) No. 79139, P.T. No. 10758; H.S.(D) No. 79140, P.T. No. 10759; H.S.(D) No. 79141, P.T. No. 10760; H.S.(D) No. 79142, P.T. No. 10761; H.S.(D) No. 79143, P.T. No. 10762; H.S.(D) No. 79144, P.T. No. 10763; H.S.(D) No. 79145, P.T. No. 10764; H.S.(D) No. 79146, P.T. No. 10765; H.S.(D) No. 79147, P.T. No. 10766; H.S.(D) No.</p>				
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<p>79148, P.T. No. 10767; H.S.(D) No. 79149, P.T. No. 10768; H.S.(D) No. 79150, P.T. No. 10769; H.S.(D) No. 79151, P.T. No. 10770; H.S.(D) No. 79152, P.T. No. 10771; H.S.(D) No. 79153, P.T. No. 10772; H.S.(D) No. 79154, P.T. No. 10773; H.S.(D) No. 79155, P.T. No. 10774; H.S.(D) No. 79156, P.T. No. 10775; H.S.(D) No. 79157, P.T. No. 10776; H.S.(D) No. 79158, P.T. No. 10777; H.S.(D) No. 79159, P.T. No. 10778; H.S.(D) No. 79160, P.T. No. 10779; H.S.(D) No. 79161, P.T. No. 10780; H.S.(D) No. 79162, P.T. No. 10781; H.S.(D) No. 79163, P.T. No. 10782; H.S.(D) No. 79164, P.T. No. 10783; H.S.(D) No. 79165, P.T. No. 10784; H.S.(D) No. 79166, P.T. No. 10785; H.S.(D) No. 79167, P.T. No. 10786 and H.S.(D) No. 79168, P.T. No. 10787 held under Geran No. 44280 Lot 3341, Mukim Beranang, Daerah Hulu</p>				
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	Langat, Selangor				
40.	<p>Lenggeng Rubber Estate</p> <p>Disposal of 1,827 acres freehold land in Negeri Sembilan held under Geran No. 26504, Lot 5616 Mukim of Lenggeng</p>	<p>Pacific Agriculture and Development Sdn Bhd (formerly known as Pacific Credit Leasing Sdn Bhd)</p> <p>Registered in the name of Lenggeng Rubber Co. Ltd</p> <p>Bandar Akademia Sdn Bhd</p> <p>Bandar Akademia Corporation Sdn Bhd</p>	<p>Encumbered to:</p> <p>DBS (Labuan) Ltd / Avenel Sdn Bhd (<i>Discharged</i>)</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	Lenggeng Rubber Co. Ltd	Yes
41.	<p>Disposal of ACB Group's:</p> <p>5,258,000 Silverstone Corporation Berhad shares (1,577,400 shares after Capital Reconstruction of SCB) ("SCB Shares") (<i>Converted to LFIB shares</i>)</p> <p>15,300,000 Lion Diversified Holdings Berhad shares * ("LDHB Shares")</p> <p>2,004,072 Lion Industries</p>	<p>Umatrac Enterprises Sdn Bhd (SCB and LICB Shares)</p> <p>Ambang Jaya Sdn Bhd (LDHB and eCyberChina Shares)</p>	<p>Encumbered to:</p> <p>Affin Bank Bhd / Ambang Jaya Sdn Bhd</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<p>Umatrac Enterprises Sdn Bhd</p> <p>Ambang Jaya Sdn Bhd</p>	Yes

	<p>Corporation Berhad shares * (“LICB Shares”)</p> <p>123,965,000 eCyberChina Ltd HK shares (“eCyberChina Shares”)</p>				
42.	<p>Disposal of ACB Group’s 10,000,000 Lion Teck Chiang Ltd shares</p>	<p>Angkasa Marketing (S) Pte Ltd</p>	<p>Encumbered to:</p> <p>Pengurusan Danaharta Nasional Bhd / Angkasa Marketing (S) Pte Ltd</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<p>Angkasa Marketing (S) Pte Ltd</p>	<p>No</p>
43.	<p>9,942,926 Silverstone Corporation Berhad shares (2,982,877 shares after Capital Reconstruction of SCB) (“SCB Shares”) (Converted to LFIB shares)</p> <p>1,000,000 Amalgamated Container Berhad shares (“Amal Shares”) (Divested)</p> <p>10,000,000 Lion Diversified Holdings Berhad shares * (“LDHB Shares”)</p>	<p>Umatrac Enterprises Sdn Bhd (SCB, Amal, LCB and LICB Shares)</p> <p>Ambang Jaya Sdn Bhd (LDHB Shares)</p> <p>Umatrac Enterprises Sdn Bhd</p>	<p>Encumbered to:</p> <p>Danaharta (L) Ltd / Masoni Pte Ltd</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<p>Umatrac Enterprises Sdn Bhd</p> <p>Ambang Jaya Sdn Bhd</p>	<p>Yes</p>

	<p>3,315,600 Lion Corporation Berhad shares (2,320,920 shares after Capital Reconstruction of LCB) (“LCB Shares”) (Divested)</p> <p>4,565,605 Lion Industries Corporation Berhad shares *</p>				
44.	<p>Disposal of ACB Group's:</p> <p>1,000,000 Amalgamated Container Bhd shares (“Amal Shares”) (Divested)</p> <p>8,500,000 Lion Diversified Holdings Berhad shares * (“LDHB Shares”)</p> <p>10,360,800 Lion Corporation Berhad shares (7,252,560 shares after Capital Reconstruction of LCB) (“LCB Shares”) (Divested)</p> <p>56,096,118 Silverstone Berhad shares * (“SB Shares”)</p>	<p>Umatrac Enterprises Sdn Bhd (Amal, LCB & SB Shares)</p> <p>Ambang Jaya Sdn Bhd (LDHB Shares)</p>	<p>Encumbered to:</p> <p>Pengurusan Danaharta Nasional Bhd / Lion Asia Investment Pte Ltd</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<p>Umatrac Enterprises Sdn Bhd</p> <p>Ambang Jaya Sdn Bhd</p>	Yes
45.	<p>Disposal of ACB Group's:</p> <p>3,800,000 Silverstone</p>	<p>Umatrac Enterprises Sdn Bhd</p>	<p>Encumbered to:</p>	<p>Umatrac Enterprises Sdn Bhd</p>	Yes

	<p>Corporation Berhad shares (1,140,000 shares after Capital Reconstruction of SCB) <i>(Converted to LFIB shares)</i></p> <p>2,000,000 Amalgamated Container Berhad shares <i>(Converted to LCB shares)</i></p> <p>3,600,000 Lion Corporation Berhad shares (2,520,000 shares after Capital Reconstruction of LCB) <i>(Divested)</i></p> <p>15,139,200 Lion Industries Corporation Berhad shares *</p>		<p>WestLB AG, S'pore / Lion Asia Investment Pte Ltd</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>		
46.	<p>Disposal of ACB Group's:</p> <p>7,038,570 Silverstone Corporation Berhad shares (2,111,571 shares after Capital Reconstruction of SCB) ("SCB Shares") <i>(Converted to LFIB shares)</i></p> <p>17,000,000 Lion Diversified Holdings Berhad shares * ("LDHB Shares I")</p>	<p>Umatrac Enterprises Sdn Bhd (SCB, LCB & LICB Shares)</p> <p>Ambang Jaya Sdn Bhd (LDHB Shares I)</p> <p>Ayer Keroh Resort Sdn Bhd (LDHB Shares II)</p>	<p>Encumbered to:</p> <p>Maybank S'pore / Lion Asia Investment Pte Ltd</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<p>Umatrac Enterprises Sdn Bhd</p> <p>Ambang Jaya Sdn Bhd</p> <p>Ayer Keroh Resort Sdn Bhd</p>	Yes

	<p>15,000,000 Lion Diversified Holdings Berhad shares * ("LDHB Shares II")</p> <p>8,445,600 Lion Corporation Bhd shares (5,911,920 shares after Capital Reconstruction of LCB) ("LCB Shares") (Divested)</p> <p>26,145,239 Lion Industries Corporation Berhad shares *</p>	Umatrac Ent. S/B			
47.	Disposal of ACB Group's 79,093,000 Lion Industries Corporation Berhad shares *	Umatrac Enterprises Sdn Bhd	Encumbered to: AmInternational (L) Ltd / Avenel Sdn Bhd	Umatrac Enterprises Sdn Bhd	No
48.	Disposal of 98,151,977 new Silverstone Corporation Berhad shares	ACB	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	ACB	Yes
49.	Disposal of 20% equity interest comprising 2,000,001 shares in Inverfin Sdn Bhd	ACB	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	ACB	Yes
50.	Disposal of ACB Group's 83.78%	Datavest Sdn Bhd	Encumbered to:	Datavest Sdn Bhd	Yes

	equity stake or 155,000,000 shares in Amsteel Equity Capital Sdn Bhd (formerly known as Amsteel Securities (M) Sdn Bhd)	(100% owned by ACB)	RHB Investment Bank Berhad (as security trustee) / ACB		
51.	Bukit Raja Industrial Estate Disposal of Land and Building under HS(D) 24277, PT No 3501, Mukim Bukit Raja, Klang	Lion Metal Industries Sdn Bhd (100% owned by ACB)	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	Lion Metal Industries Sdn Bhd	Yes
52.	Disposal of 50% equity stake in Parkson Venture Pte Ltd (<i>Divested</i>)	Sukhothai Food Sdn Bhd (18.24% or 2,700,000 shares) Parkson Retail Consulting and Management Sdn Bhd (1.76% or 1,40,000 shares) Natvest Parkson Sdn Bhd (20% or 2,960,000 shares)	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	Sukhothai Food Sdn Bhd Parkson Retail Consulting and Management Sdn Bhd Natvest Parkson Sdn Bhd	Yes
53.	Disposal of ACB's 1.33% equity interest comprising 991,000 Amalgamated Container Berhad shares	ACB	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	ACB	Yes

	<i>(Divested)</i>				
54.	Disposal of 272,522 Lion Corporation Berhad shares <i>(Divested)</i>	ACB	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	ACB	Yes
55.	Ozly Shoe Factory Disposal of 4.23 acres of industrial freehold land, HS(D) 7561, Lot 7964 Mukim Senai, District Kulai, JB. <i>(Divested)</i>	Bandar Akademia Sdn Bhd Registered in the name of WGD Retail Consultancy S/B	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	Bandar Akademia Sdn Bhd	Yes
56.	Hiap Joo Chong Land Disposal of freehold Land under Geran 26262 Lot 4060 Mukim Batu, District Kuala Lumpur <i>(Divested)</i>	Pacific Agriculture and Development Sdn Bhd (formerly known as Pacific Credit Leasing S/B)	Encumbered to: AMMB (L) Ltd / Avenel Sdn Bhd RHB Investment Bank Berhad (as security trustee) / ACB	Hiap Joo Chong Realty Sdn Bhd	No
57.	Beranang Industrial Park (227 acres freehold Land) Unencumbered DPU Lands held under HS(D) 58119-58143 No. P.T. 3145-3169; HS(D) 58149-58150 No P.T. 3175-3176; HS(D) 58156-58313 No P.T. 3182-3339;	Akurjaya Sdn Bhd (100% owned by ACB)	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	Akurjaya Sdn Bhd	Yes

	<p>HS(D)58319-58320 No P.T. 3345-3346; HS(D) 58323-58326 No. P.T. 3349-3352; HS(D) 58334-58335 No. P.T. No 3360-3361; HS(D) 58339 No. P.T. 3365; HS(D) 58343-58345 No. P.T. 3369-3371; HS(D) 58347-58348 No. P.T. 3373-3374; HS(D)58362-58370 No. P.T. 3388-3396; HS(D) 58374-58375 No. P.T. 3400-3401; HS(D) 58377-58385 No. P.T. 3403-3411; HS(D) 58387-58388 No P.T. 3413- 3414; HS(D) 58395 No P.T. 3421; HS(D) 58412-58413 No P.T. 3438-3439 and HS(D) 58417 No P.T. 3443, Mukim Beranang Daerah Hulu Langat, Selangor</p>				
58.	<p>Rompin Prawn Farm</p> <p>Disposal of:</p> <p>a) 5 acres 30 year leasehold land held under H.S.(M) 1197 P.T. No. 1784</p> <p>b) 5 acres 30 year leasehold land held under H.S.(M) 1198 P.T. No. 1785; and</p> <p>c) 1,973 acres</p>	<p>a) Makmur Tani Sdn Bhd</p> <p>b) Arus Setia Sdn Bhd</p> <p>c) Peridang (M) Sdn Bhd</p>	All unencumbered	<p>Makmur Tani Sdn Bhd</p> <p>Arus Setia Sdn Bhd</p> <p>Peridang (M) Sdn Bhd</p>	Yes

	<p>30 year agriculture leasehold land held under H.S.(D) 1420 P.T.No. 1083; H.S.(D) 3389 P.T.No 1085; and H.S.(D) 1421, P.T.No. 1084;</p> <p>all of Mukim Endau, Daerah Rompin, Pahang</p> <p><i>(Divested via the disposal of the entire equity interests in the beneficial owners)</i></p>				
59.	<p>Century Mahkota Melaka Hotel</p> <p>Disposal of 2.63 acres 99 year leasehold commercial property held under H.S.(D) 42186 P.T. No. 490 Kawasan Bandar SL II, Daerah Melaka Tengah, Melaka</p>	Ayer Keroh Resort Sdn Bhd	<p>Encumbered to:</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	Ayer Keroh Resort Sdn Bhd	Yes
60.	<p>Disposal of ACB Group's 8,775,862 Lion Corporation Bhd shares</p> <p><i>(Divested)</i></p>	Umatrac Enterprises Sdn Bhd	<p>Encumbered to:</p> <p>Affin Investment Bank Bhd / Umatrac Enterprises Sdn Bhd</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	Umatrac Enterprises Sdn Bhd	Yes
61.	Disposal of ACB	Parkson	Encumbered	Sukhothai	Yes

REVISED PRINCIPAL TERMS AND CONDITIONS OF THE ACB BONDS

ANNEXURE G(ii)

	Group's 50% stake in Qingdao No. 1 Parkson Co. Ltd held vide 50% equity interest or 14,800,000 shares in Parkson Venture Pte Ltd. <i>(Divested)</i>	Venture Pte Ltd (investor company)	to: RHB Investment Bank Berhad (as security trustee) / ACB	Food Sdn Bhd Parkson Retail Consulting and Management Sdn Bhd Natvest Parkson Sdn Bhd	
62.	3,246,000 LDHB RCULS <i>(Divested)</i>	ACB	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	ACB	Yes
63.	90,846,000 LDHB RCULS <i>(Divested)</i>	ACB	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	ACB	Yes
64.	LDHB Charge, to the extent that it secures payment of deferred consideration of RM8,087,000.00 due to the Issuer (for itself and the Amsteel Group Vendors) and Lion Asia Investment Pte Ltd under the Parkson SPA and of RM226,399,000 due to the Issuer. <i>(Discharged)</i>	ACB	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	ACB	Yes
65.	Cash of	ACB	Encumbered	ACB	Yes

REVISED PRINCIPAL TERMS AND CONDITIONS OF THE ACB BONDS

ANNEXURE G(ii)

	<p>RM8,087,000.00 (including all rights to such payment and to pursue such payment) of the deferred purchase consideration due to the Issuer (for itself and the Amsteel Group Vendors) and Lion Asia Investment Pte Ltd under the Parkson SPA and Put and Call Option Agreement to the extent of 3,246,000 LDHB RCULS.</p> <p><i>(Discharged)</i></p>		<p>to:</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>		
66.	<p>Cash of RM226,399,000.00 (including all rights to such payment and to pursue such payment) of the deferred purchase consideration due to the Issuer (for itself and the Amsteel Group Vendors) and Lion Asia Investment Pte Ltd under the Parkson SPA and Put and Call Option Agreement to the extent of 90,846,000 LDHB RCULS.</p> <p><i>(Discharged)</i></p>	ACB	<p>Encumbered to:</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	ACB	Yes
67.	100% equity interest	ACB	Encumbered to:	ACB	Yes

	represented by 63,500,000 shares in Akurjaya Sdn Bhd		RHB Investment Bank Berhad (as security trustee) / ACB		
68.	100% equity interest represented by 1,000,000 shares of RM1.00 each in Amalgamated Rolling Mill Sdn Bhd	ACB	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	ACB	Yes
69.	100% equity interest represented by 2,000,000 shares of Singapore Dollar \$1.00 each in Angkasa Marketing (Singapore) Pte Ltd	ACB	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	ACB	Yes
70.	100% equity interest represented by 10,000 shares of RM1.00 each in Exuniq Sdn Bhd	ACB	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	ACB	Yes
71.	100% equity interest represented by 2,000,000 shares of RM1.00 each in Lion Tooling Sdn Bhd	ACB	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	ACB	Yes
72.	85% equity interest represented by 17,000 shares of Rp1,000,000 each in PT Kebunaria	The Brooklands Selangor Rubber Company Limited	Encumbered to: RHB Investment Bank Berhad (as security	The Brooklands Selangor Rubber Company Limited	Yes

			trustee) / ACB		
73.	99.99% equity interest represented by 3,120,920 shares in The Brooklands Selangor Rubber Company Limited	Akurjaya Sdn Bhd	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	Akurjaya Sdn Bhd	Yes
74.	0.01% equity interest represented by 10 shares in The Brooklands Selangor Rubber Company Limited	Henrietta Rubber Estate Limited	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	Henrietta Rubber Estate Limited	Yes
75.	100% equity interest represented by 1,000,000 shares in Ambang Jaya Sdn Bhd	ACB	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	ACB	Yes
76	Entire equity interest in Amsteel Equity Realty (M) Sdn Bhd	Amsteel Equity Capital Sdn Bhd	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	Amsteel Equity Capital Sdn Bhd	Yes
77	90% equity interest in Amsteel Holdings (HK) Limited	Amsteel Capital Holdings Sdn Bhd	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	Amsteel Capital Holdings Sdn Bhd	Yes
78	Entire equity interest in Pacific	i) Akurjaya Sdn Bhd	Encumbered to:	i) Akurjaya Sdn Bhd	Yes

REVISED PRINCIPAL TERMS AND CONDITIONS OF THE ACB BONDS

ANNEXURE G(ii)

	Credit Leasing Sdn Bhd (now known as Pacific Agriculture and Development Sdn Bhd)	<ul style="list-style-type: none"> ii) Chembon g Malay Rubber Co (1920) Limited iii) The Lenggen g Rubber Co Limited iv) Hiap Joo Chong Realty Sdn Bhd 	RHB Investment Bank Berhad (as security trustee) / ACB	<ul style="list-style-type: none"> ii) Chembong Malay Rubber Co (1920) Limited iii) The Lenggen g Rubber Co Limited iv) Hiap Joo Chong Realty Sdn Bhd 	
79	Entire equity interest in Timuriang Sdn Bhd	ACB	<p>Encumbered to:</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	ACB	Yes
80	Entire equity interest in Umatrac Enterprises Sdn Bhd	<ul style="list-style-type: none"> i) Timuriang Sdn Bhd ii) Natvest Parkson Sdn Bhd iii) Parkson Retail Consulting and Management Sdn Bhd iv) Mastrama Sdn Bhd v) Sukhothai Food Sdn Bhd 	<p>Encumbered to:</p> <p>RHB Investment Bank Berhad (as security trustee) / ACB</p>	<ul style="list-style-type: none"> i) Timuriang Sdn Bhd ii) Natvest Parkson Sdn Bhd iii) Parkson Retail Consulting and Management Sdn Bhd iv) Mastrama Sdn Bhd v) Sukhothai Food Sdn Bhd 	Yes
81	Entire equity interest in Amsteel Capital Holdings Sdn Bhd	ACB	<p>Encumbered to:</p> <p>RHB Investment</p>	ACB	Yes

REVISED PRINCIPAL TERMS AND CONDITIONS OF THE ACB BONDS

ANNEXURE G(ii)

			Bank Berhad (as security trustee) / ACB		
82	2,000,000 ordinary shares of RM0.15 each in Iris Corporation Bhd	Sea World Attraction Sdn Bhd	Encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	Sea World Attraction Sdn Bhd	Yes
83	11,083,379 ordinary shares in Lion Corporation Berhad ("LCB")	ACB	Encumbered to: Avenel Syndicate Lenders/ACB	Umatrac Enterprises Sdn Bhd	Yes
84	1,333,333 ordinary shares in Lion Corporation Berhad ("LCB")	ACB	Encumbered to: Danaharta Managers (L) Ltd/ACB	Umatrac Enterprises Sdn Bhd	Yes
85	1,333,333 ordinary shares in Lion Corporation Berhad ("LCB")	ACB	Encumbered to: Raiffeisen Zentralbank Osterreich Ag, Singapore Branch/ACB	Umatrac Enterprises Sdn Bhd	Yes
86	660,666 ordinary shares in Lion Corporation Berhad ("LCB")	ACB	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	ACB	Yes
87	Medical Centre beneficially owned by Sea World Attraction Sdn Bhd which is annexed to Lion Ipoh Parade	Sea World Attraction Sdn Bhd	Encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	Sea World Attraction Sdn Bhd	Yes
88	5 redeemable	Sea World	Encumbered	Sea World	Yes

REVISED PRINCIPAL TERMS AND CONDITIONS OF THE ACB BONDS

ANNEXURE G(ii)

	preference shares of RM2,000 each in Hy-Line Sdn Bhd	Attraction Sdn Bhd	to: RHB Investment Bank Berhad (as security trustee)/ACB	Attraction Sdn Bhd	
89	47 strata titles in Bukit Mahkota Bangi	Araprop Sdn Bhd	Encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	Araprop Sdn Bhd	Yes
90	Balance compensation sum of RM2,123,230 held in respect of compulsory acquisition of 6,454,940 sq meters of land held under Geran No. 26262, Lot 4060 Mukim Batu, Daerah Kuala Lumpur	Pacific Agriculture & Development Sdn Bhd	Encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	Pacific Agriculture & Development Sdn Bhd	Yes
91	LCB Class B (b) RCSLS (if not fully tendered and/or exchanged for)	ACB	To be encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	ACB	No
92	1,072,913 shares of GB Pound 0.10 each shares in The Lenggeng Rubber Company Ltd	Akurjaya Sdn Bhd	To be encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	Akurjaya Sdn Bhd	Yes
93	250,000 shares of RM 1.00 each	Timuriang Sdn Bhd	To be encumbered	Timuriang Sdn Bhd	Yes

REVISED PRINCIPAL TERMS AND CONDITIONS OF THE ACB BONDS

ANNEXURE G(ii)

	in WGD Retail Consultancy Sdn Bhd		to: RHB Investment Bank Berhad (as security trustee)/ACB		
94	51,415 shares in MK Land Holdings Berhad	Amsteel Equity Capital Sdn Bhd	To be encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	Amsteel Equity Capital Sdn Bhd	Yes
95	98,200 shares in Konsortium Logistik Berhad	Amsteel Equity Capital Sdn Bhd	To be encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	Amsteel Equity Capital Sdn Bhd	Yes
96	8,900 shares in IJM Plantations Berhad	Amsteel Equity Capital Sdn Bhd	To be encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	Amsteel Equity Capital Sdn Bhd	Yes
97	1,000,000 shares of RM 1.00 each in Aquabio Holdings Sdn Bhd	Akurjaya Sdn Bhd	To be encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	Akurjaya Sdn Bhd	Yes
98	10,000 shares of RM 1.00 each in Harbour Home Sdn Bhd	Akurjaya Sdn Bhd	To be encumbered to: RHB Investment Bank Berhad (as security	Akurjaya Sdn Bhd	Yes

REVISED PRINCIPAL TERMS AND CONDITIONS OF THE ACB BONDS

ANNEXURE G(ii)

			trustee)/ACB		
99	10,000,000 shares of RM 1.00 each in Lion Seatings Sdn Bhd	Akurjaya Sdn Bhd	To be encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	Akurjaya Sdn Bhd	Yes
100	100,000 shares of RM 1.00 each in Sea World Attraction Sdn Bhd	Ayer Keroh Resort Sdn Bhd	To be encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	Ayer Keroh Resort Sdn Bhd	Yes
101	250,000 shares of RM 1.00 each in Andalas Development Sdn Bhd	The Brooklands Selangor Rubber Company Limited	To be encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	The Brooklands Selangor Rubber Company Limited	Yes
102	5,000,002 shares of RM 1.00 each in Araprop Development Sdn Bhd	The Brooklands Selangor Rubber Company Limited	To be encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	The Brooklands Selangor Rubber Company Limited	Yes
103	16,154,915 shares of RM 1.00 each in Bandar Akademia Sdn Bhd	The Lenggeng Rubber Company Limited	To be encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	The Lenggeng Rubber Company Limited	Yes
104	17,500 shares of RM 1.00 each in Bungawang Sdn	ACB	To be encumbered to:	ACB	Yes

REVISED PRINCIPAL TERMS AND CONDITIONS OF THE ACB BONDS

ANNEXURE G(ii)

	Bhd		RHB Investment Bank Berhad (as security trustee)/ACB		
105	10,000 shares of RM 1.00 each in Khidmat Kelana (M) Sdn Bhd	Ayer Keroh Resort Sdn Bhd	To be encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	Ayer Keroh Resort Sdn Bhd	Yes
106	87 shares in of RM 1.00 each KL Home, Garden & Leisure Centre Sdn Bhd	Ayer Keroh Resort Sdn Bhd	To be encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	Ayer Keroh Resort Sdn Bhd	Yes
107	20,000 shares of RM 1.00 each in Stowinco Sdn Bhd	Ayer Keroh Resort Sdn Bhd	To be encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	Ayer Keroh Resort Sdn Bhd	Yes
108	10,000 shares of RM 1.00 each in Superior Achievement Sdn Bhd	Ayer Keroh Resort Sdn Bhd	To be encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	Ayer Keroh Resort Sdn Bhd	Yes
109	8,000,000 shares of RM 1.00 each in Lion Metal Industries Sdn Bhd	ACB	To be encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	ACB	Yes

REVISED PRINCIPAL TERMS AND CONDITIONS OF THE ACB BONDS

ANNEXURE G(ii)

110	4,200,000 shares of RM 1.00 each in Lion Mutiara Parade Sdn Bhd	Bungawang Sdn Bhd	To be encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	Bungawang Sdn Bhd	Yes
111	PCOA for RCCLS	ACB	To be encumbered to: RHB Investment Bank Berhad (as security trustee) /ACB	ACB	No
112	Adjusted Assets and Liabilities	Megasteel HBI Sdn Bhd	To be encumbered to: RHB Investment Bank Berhad (as security trustee)/ACB	Megasteel HBI Sdn Bhd	No
113	Such other securities as may be provided from time to time to the Security Trustee for the benefit of the Bondholders and the holders of Consolidated and Rescheduled Debts.	As applicable to such securities	As applicable to such securities	As applicable to such securities	As applicable to such securities

* Items 67 to 82 are Residual Assets

Substitute Securities

No	Description	Beneficial Owner of Assets	Status / Borrower	Chargor	In the Divestment Programme?
1.	Disposal of 98,151,977 new Silverstone Corporation Berhad shares (<i>Divested</i>)	ACB	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	ACB	Yes
2.	Disposal of 20% equity stake comprising 2,000,001 shares in Inverfin Sdn Bhd	ACB	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	ACB	No
3.	Disposal of 83.78% equity stake or 155,000,000 shares in Amsteel Equity Capital Sdn Bhd (formerly known as Amsteel Securities (M) Sdn Bhd)	Datavest Sdn Bhd (100% owned by ACB)	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	Datavest Sdn Bhd	Yes
4.	Bukit Raja Industrial Estate Disposal of land and building under HS(D) 24277, P.T.No 3501, Mukim Bukit Raja, Daerah Klang	Lion Metal Industries Sdn Bhd (100% owned by ACB)	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	Lion Metal Industries Sdn Bhd	Yes

REVISED PRINCIPAL TERMS AND CONDITIONS OF THE ACB BONDS

ANNEXURE G(iii)

5.	Disposal of 50% equity stake in Parkson Venture Pte Ltd (<i>Divested</i>)	Sukhothai Food Sdn Bhd (18.24% or 2,700,000 shares) Parkson Retail Consulting and Management Sdn Bhd (1.76% or 1,40,000 shares) Natvest Parkson Sdn Bhd (20% or 2,960,000 shares)	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	Sukhothai Food Sdn Bhd Parkson Retail Consulting and Management Sdn Bhd Natvest Parkson Sdn Bhd	Yes
6.	Bukit Mahkota, Bangi' Residential and Commercial freehold land held under HSD 47850, PT No 770, Mukim Beranang, Daerah Hulu Langat, Selangor	Araprop Development Sdn Bhd (100% owned by ACB)	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	Araprop Development Sdn Bhd	Yes
7.	Beranang Industrial Park (227 acres freehold Land) Unencumbered development property units lands held under HS(D) 58119-58143 No. P.T. 3145-3169; HS(D) 58149-58150 No P.T. 3175-3176; HS(D) 58156-58313 No P.T. 3182-3339; HS(D)58319-58320 No P.T.	Akurjaya Sdn Bhd (100% owned by ACB)	Encumbered to: RHB Investment Bank Berhad (as security trustee) / ACB	Akurjaya Sdn Bhd	Yes

<p>3345-3346; HS(D) 58323-58326 No. P.T. 3349-3352; HS(D) 58334-58335 No. P.T. No 3360-3361; HS(D) 58339 No. P.T. 3365; HS(D) 58343-58345 No. P.T. 3369-3371; HS(D) 58347-58348 No. P.T. 3373-3374; HS(D)58362-58370 No. P.T. 3388-3396; HS(D) 58374-58375 No. P.T. 3400-3401; HS(D) 58377-58385 No. P.T. 3403-3411; HS(D) 58387-58388 No P.T. 3413- 3414; HS(D) 58395 No P.T. 3421; HS(D) 58412-58413 No P.T. 3438-3439 and HS(D) 58417 No P.T. 3443, Mukim Beranang Daerah Hulu Langat, Selangor</p>				
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