
PROJEK LEBUHRAYA UTARA-SELATAN BERHAD (“PLUS”)
RM4,500,000,000.00 Nominal Value of Sukuk Series 3 Pursuant to a Medium Term Note Programme
(“Sukuk Series 3”)

SELLING RESTRICTIONS

Each of the following restrictions must be observed by each Sukuk Series 3 Investor in relation to offers, invitations, sales, transfers, acquisitions or disposals of the Sukuk Series 3 as the case may be, and in relation thereto:-

- (a) at the point of issuance of the Sukuk Series 3: the Sukuk Series 3 may only be offered, sold, transferred or otherwise disposed directly or indirectly to a person to whom an offer or invitation to subscribe the Sukuk Series 3 and to whom the Sukuk Series 3 are issued would fall within (i) Schedule 2 or Section 38(1)(b) of the SC Act; and (ii) Schedule 3 or Section 39(1)(b) of the SC Act; and (iii) Schedule 5 or Section 66(3) of the SC Act;
- (b) after the issuance of the Sukuk Series 3: the Sukuk Series 3 may only be offered, sold, transferred or otherwise disposed directly or indirectly to a person to whom an offer or invitation to subscribe the Sukuk Series 3 and to whom the Sukuk Series 3 are issued would fall within (i) Schedule 2 or Section 38(1)(b) of SC Act; and (ii) Schedule 5 or Section 66(3) of the SC Act;
- (c) each Sukuk Series 3 Investor shall not sell, transfer or otherwise dispose of all or any part of its legal or beneficial interests in the Sukuk Series 3 to another person or persons nor offer to do so, unless such sale, transfer, disposal or offer, is subject to the condition that such person(s) shall undertake to observe the restrictions set out herein; and
- (d) without limitation to paragraphs (a), (b) and (c) above, each Sukuk Series 3 Investor shall observe all applicable laws and regulations in any jurisdiction (including Malaysia) in which it may offer, sell, transfer or otherwise dispose of all or any part of its legal or beneficial interests in the Sukuk Series 3 or distribute any document or other material in connection therewith.