

PRICING SUPPLEMENT
dated 9 March 2017

TANJUNG BIN ENERGY SDN BHD
(Company No. 481582-X)

Proposed issuance of RM800.0 million in nominal value unrated perpetual Sukuk under the Shariah principle of Wakalah Bi Al-Istithmar with an unconditional and irrevocable subordinated cash deficiency support from Malakoff Corporation Berhad

This document ("**Pricing Supplement**") is issued to give details of the proposed issuance of RM800.0 million in nominal value unrated perpetual Sukuk under the Shariah principle of Wakalah Bi Al-Istithmar ("**Sukuk Wakalah**") by Tanjung Bin Energy Sdn Bhd ("**Issuer**") with an unconditional and irrevocable subordinated cash deficiency support from Malakoff Corporation Berhad ("**Obligor**").

This Pricing Supplement shall be read together with the principal terms and conditions of the Sukuk Wakalah lodged with the Securities Commission Malaysia on 8 March 2017 ("**Lodgement Kit**"). Unless otherwise defined in this Pricing Supplement, capitalised terms used herein have the same meaning as in the Lodgement Kit.

The issuance of the Sukuk Wakalah have been duly authorised by a resolution of the Board of Directors' of the Issuer dated 7 February 2017.

The Issuer and the Obligor have authorised the Joint Lead Managers and/or its affiliates to circulate or distribute this Pricing Supplement on their behalf in respect of or in connection with the proposed offer or invitation to subscribe for and issue of the Sukuk Wakalah to prospective investors who fall within the ambit of the Selling Restrictions for the purpose of the sale of the Sukuk Wakalah and that no further evidence of authorisation is required.

This Pricing Supplement is for information purposes only and does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction.

This Pricing Supplement and its contents are strictly confidential and are made strictly on the basis that the recipient shall ensure that they will remain confidential. Accordingly, this Pricing Supplement and its contents, or any information, which is made available in connection with any further enquiries, must be held in complete confidence.

This Pricing Supplement is sent to selected persons who fall within the ambit of the Selling Restrictions. Any person who receives this Pricing Supplement who does not fall within the ambit of the Selling Restrictions must immediately notify the Joint Lead Managers and return this Pricing Supplement to the Joint Lead Managers, the Issuer or the Obligor.

This Pricing Supplement or any document delivered under or in relation to the issue, offer and sale of the Sukuk Wakalah is not, and should not be construed as, a recommendation by the Issuer, the Obligor, the Joint Lead Managers or any other party to the recipient to subscribe for or purchase the Sukuk Wakalah. This Pricing Supplement is not a substitute for, and should not be regarded as, an independent evaluation and analysis and does not purport to be all inclusive. Each recipient is solely responsible for seeking all appropriate expert advice as to the laws of all jurisdictions to which it is subject. Each recipient should perform and is deemed to have made its own independent investigation and analysis of the

Issuer, the Obligor, the Sukuk Wakalah and all other relevant matters, and each recipient should consult its own professional advisers.

The recipient must return this Pricing Supplement and any other information in connection therewith to the Joint Lead Managers promptly upon the Joint Lead Managers' request.

THE DISTRIBUTION OF THIS PRICING SUPPLEMENT AND THE OFFERING OR SALE OF THE SUKUK WAKALAH IS SUBJECT TO THE SELLING RESTRICTIONS. PERSONS INTO WHOSE POSSESSION THIS PRICING SUPPLEMENT COMES INTO ARE REQUIRED BY THE ISSUER, THE OBLIGOR AND THE JOINT LEAD MANAGERS TO INFORM THEMSELVES ABOUT AND TO OBSERVE SUCH RESTRICTION. FOR A DESCRIPTION OF CERTAIN RESTRICTIONS ON OFFERS AND SALES OF THE SUKUK WAKALAH AND ON DISTRIBUTION OF THIS PRICING SUPPLEMENT, PLEASE REFER TO THE "SELLING RESTRICTIONS" IN THE LODGEMENT KIT.

SECTION 1 SPECIFIC FINAL TERMS

The following items under this heading "**Specific Final Terms**" are the particular terms which relate to the Sukuk Wakalah to which this Pricing Supplement relates.

1. **Issuer** : **TANJUNG BIN ENERGY SDN BHD**
2. **Obligor** : **MALAKOFF CORPORATION BERHAD**
3. **Nominal Value of the Sukuk Wakalah issued** : RM800.0 million
4. **Issue Date** : 15 March 2017
5. **Tenure** : Perpetual
6. **First Call Date** : 15 March 2024
7. **Periodic Distribution Rate** : 5.90% per annum
8. **Periodic Distribution Frequency** : Semi-annual
9. **Stepped-Up Rate Distribution** : 1.00%
10. **Stepped-Up Date Distribution** : First Call Date
12. **Issue Price** : 100%
12. **Margin for the purpose of calculating the Make-Whole Amount** : The margin shall be agreed between the Issuer and the relevant Sukukholder(s)
13. **Purpose of utilisation** : The proceeds from the Sukuk Wakalah shall be utilised for the following Shariah-compliant purposes:
 - (i) to redeem the outstanding Junior Term Loan pursuant to the turnkey contract dated 23 February 2012 and made between the Issuer and TBEI (as amended, supplemented and/or varied from time to time), and to defray any costs and expenses incurred in relation to the redemption; and
 - (ii) to defray costs and expenses incurred in relation to the issuance of the Sukuk Wakalah and any balance thereof, if any, to be utilised for general working capital purposes of the Issuer.

SECTION 2 CONFLICT OF INTEREST SITUATIONS AND APPROPRIATE MITIGATING MEASURES, IF ANY

(A) CIMB Investment Bank Berhad ("CIMB") and CIMB Islamic Bank Berhad ("CIMB Islamic")

Datuk Dr. Syed Muhammad Syed Abdul Kadir holds the position of independent non-executive director on the board of directors of the Obligor, and also as an independent non-executive director of CIMB Islamic.

In addition, CIMB Bank Berhad, within its ordinary course of business, is also a lender of the Junior Term Loan, which will be partly repaid from the proceeds raised from the Sukuk Wakalah.

CIMB, CIMB Islamic and CIMB Bank Berhad are entities within the same group of companies.

In view of the above, there may be potential conflict of interest situations arising from CIMB's roles as the joint principal adviser ("**JPA**")/ joint lead arranger ("**JLA**")/joint lead manager ("**JLM**") for the Sukuk Wakalah.

CIMB has considered the factors involved and it believes that objectivity and independence, in carrying out its roles as the JPA, JLA and JLM for the Sukuk Wakalah, have been and will be maintained at all times for the following reasons:-

- (i) CIMB is a licensed investment bank and its appointment as JPA/JLA/JLM for the Sukuk Wakalah is in its ordinary course of business;
- (ii) the roles of CIMB will be governed by the relevant agreements and documentation which shall clearly set out the rights, duties and responsibilities of CIMB in its capacity as JPA/JLA/JLM for the Sukuk Wakalah; and
- (iii) The conduct of CIMB is regulated strictly by the Financial Services Act 2013 ("**FSA**") and by its own internal controls and checks.

CIMB Islamic has considered the factors involved and it believes that objectivity and independence, in carrying out its roles as Shariah Adviser for the Sukuk Wakalah, have been and will be maintained at all times for the following reasons:-

- (i) CIMB Islamic is a licensed Islamic bank and its appointment as the Shariah Adviser for the Sukuk Wakalah is in its ordinary course of business; and
- (ii) The conduct of CIMB Islamic is regulated strictly by the Islamic Financial Services Act 2013 and by its own internal controls and checks.

In order to further mitigate or address the potential conflict of interest situations described above, the following measures have been taken:-

- (a) CIMB and CIMB Islamic have brought to the attention of the Board of Directors of the Issuer and the Obligor the conflict of interest situations, and hence the Board of Directors of the Issuer and the Obligor are fully aware of the same;
- (b) due diligence review pursuant to the Sukuk Wakalah has been undertaken by professional and independent advisers; and

- (c) Datuk Dr. Syed Muhammad Syed Abdul Kadir will, in his capacity as independent non-executive director on the board of directors of the Obligor, recuse himself from all discussion and decision-making in the matter in relation to the Sukuk Wakalah.

After making enquiries as were reasonable in the circumstances, CIMB as the JPA, JLA and JLM and CIMB Islamic as the Shariah Adviser for the Sukuk Wakalah has confirmed that, to the best of its knowledge, there is no other existing or potential conflict of interest situation in their respective capacity as the JPA, JLA and JLM and the Shariah Adviser for the Sukuk Wakalah other than as highlighted above.

(B) Maybank Investment Bank Berhad ("Maybank IB") and Maybank Islamic Berhad

Malayan Banking Berhad, the holding company of Maybank IB, within its ordinary course of business is also a lender of the Junior Term Loan, which will be partly repaid from the proceeds raised from the Sukuk Wakalah.

In view of the above, there may be potential conflict of interest situations arising from Maybank IB's roles as the JPA, JLA, JLM and FA and Maybank Islamic Berhad ("**Maybank Islamic**")'s role as the Shariah Adviser for the Sukuk Wakalah.

Maybank IB and Maybank Islamic have considered the factors involved and it believes that objectivity and independence, in carrying out its roles as the JPA, JLA, JLM and FA and Shariah Adviser respectively for the Sukuk Wakalah, have been and will be maintained at all times for the following reasons:-

- (i) Maybank IB is a licensed investment bank and its appointment as the JPA, JLA, JLM and FA for the Sukuk Wakalah is in its ordinary course of business;
- (ii) Maybank Islamic is a licensed Islamic Bank and its appointment as the Shariah Adviser for the Sukuk Wakalah is in its ordinary course of business;
- (iii) the roles of Maybank IB and Maybank Islamic will be governed by the relevant agreements and documentation which shall clearly set out the rights, duties and responsibilities of Maybank IB in its capacity as the JPA, JLA, JLM and FA and Maybank Islamic in its capacity as the Shariah Adviser respectively for the Sukuk Wakalah; and
- (iv) the conduct of Maybank IB is regulated strictly by the Financial Services Act 2013 ("**FSA**") and by its own internal controls and checks.

In order to further mitigate or address the potential conflict of interest situations described above, the following measures have been taken:-

- (a) Maybank IB and Maybank Islamic have brought to the attention of the Board of Directors of the Issuer and the Obligor the conflict of interest situations, and hence the Board of Directors of the Issuer and the Obligor are fully aware of the same; and
- (b) due diligence review pursuant to the Sukuk Wakalah has been undertaken by professional and independent advisers.

After making enquiries as were reasonable in the circumstances, each of Maybank IB as the JPA, JLA, JLM and FA and Maybank Islamic as the Shariah Adviser for the Sukuk Wakalah has confirmed that, to the best of its knowledge, there is no other existing or potential conflict

of interest situation in its capacity as the JPA, JLA, JLM and FA and Maybank Islamic in its capacity as the Shariah Adviser for the Sukuk Wakalah other than as highlighted above.

(C) RHB Investment Bank Berhad ("RHB IB")

RHB Bank Berhad, the holding company of RHB IB, within its ordinary course of business is also a lender of the Junior Term Loan, which will be partly repaid from the proceeds raised from the Sukuk Wakalah.

In view of the above, there may be potential conflict of interest situations arising from RHB IB's roles as the JLM for the Sukuk Wakalah.

RHB IB has considered the factors involved and it believes that objectivity and independence, in carrying out its roles as the JLM for the Sukuk Wakalah, have been and will be maintained at all times for the following reasons:-

- (i) RHB IB is a licensed investment bank and its appointment as the JLM for the Sukuk Wakalah is in its ordinary course of business;
- (ii) the roles of RHB IB will be governed by the relevant agreements and documentation which shall clearly set out the rights, duties and responsibilities of RHB IB in its capacity as the JLM for the Sukuk Wakalah; and
- (iii) the conduct of RHB IB is regulated strictly by the Financial Services Act 2013 ("FSA") and by its own internal controls and checks.

In order to further mitigate or address the potential conflict of interest situations described above, the following measures have been taken:-

- (a) RHB IB has brought to the attention of the Board of Directors of the Issuer and the Obligor the conflict of interest situations, and hence the Board of Directors of the Issuer and the Obligor are fully aware of the same; and
- (b) due diligence review pursuant to the Sukuk Wakalah has been undertaken by professional and independent advisers.

After making enquiries as were reasonable in the circumstances, RHB IB as the JLM for the Sukuk Wakalah has confirmed that, to the best of its knowledge, there is no other existing or potential conflict of interest situation in its capacity as the JLM for the Sukuk Wakalah other than as highlighted above.

(D) Malaysian Trustees Berhad

After making enquiries as were reasonable in the circumstances, Malaysian Trustees Berhad confirms that, to the best of its knowledge and belief, it is not aware of any circumstance that would give rise to a conflict of interest in its capacity as the Trustee in relation to the Sukuk Wakalah.

(E) Messrs. Albar and Partners

After making enquiries as were reasonable in the circumstances, Messrs. Albar and Partners confirms that, to the best of its knowledge and belief, it is not aware of any circumstance that would give rise to a conflict of interest in its capacity as the solicitors for the JPAs / JLAs in relation to the Sukuk Wakalah.

(F) Messrs. Shearn Delamore

After making enquiries as were reasonable in the circumstances, Messrs. Shearn Delamore confirms that, to the best of its knowledge and belief, it is not aware of any circumstance that would give rise to a conflict of interest in its capacity as the solicitors for the Issuer in relation to the Sukuk Wakalah.

RESPONSIBILITY

The Issuer and the Obligor, having made all enquiries as were reasonable, confirms that the information contained in this Pricing Supplement is in accordance with the facts and is not false and is not misleading in any material respect.