FORM 34
Companies Act 1965
Sections 108(1) and 110(1)
Company No. 7199-D

7199-D
SARAWAK ENERGY BERHAD
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STATEMENT OF PARTICULARS TO BE LODGED WITH CHARGE
SARAWAK ENERGY BERHAD

To the Registrar of Companies,

1. The charge is created by:

SARAWAK ENERGY BERHAD (Company No. 7199-D) ("Company").

2. The charge was created on 13th June 2011

3. The charge is fixed.

4. The description of the instrument(s) creating or evidencing the charge is:


5. The liability (whether present or prospective) secured by the charge is:

The aggregate of all and any amounts which are due to be paid by the Company under the Islamic medium term notes ("Sukuk") issued under Sukuk Musyarakah Programme of up to Ringgit Malaysia Fifteen Billion (RM15,000,000,000.00) in nominal value based on the Shariah Principle of Musyarakah and all other monies due and payable by the Company under or in connection with or otherwise outstanding under the Assignment of Finance Service Reserve Account and the other Transaction Documents (collectively, "Secured Amounts" and, where the context so requires, references to "Secured Amounts" include references to any part thereof).

6. The liability secured is for the benefit of:

The Company.

7. The creation of subsequent charges is restricted or prohibited.

8. A short description of the property affected is:

The Company as beneficial owner assigns absolutely to Equity Trust (Malaysia) Berhad (Company No. 610812-W) as the security trustee, free from any Encumbrances, all moneys now or hereafter from time to time standing to the credit of a Shariah compliant account to be opened by the Company prior to the date of the first utilisation, with a financial institution acceptable to the Facility Agent ("Finance Service Reserve Account") and the entire and all of the Company's rights (including...
rights to demand performance, sue, claim and to enforce the same in the name of the Company), title, benefits and interests in and to the Finance Service Reserve Account, including all revenues, income, proceeds and moneys accrued thereon or derived or received therefrom or in connection therewith (collectively, "FSRA Assigned Property"), and TO HOLD the same unto the Security Trustee absolutely.

Unless otherwise defined herein, the terms defined in the Assignment of Finance Service Reserve Account shall bear the same meanings when used herein. The term "Encumbrance" means any mortgage, pledge, lien, charge (whether fixed or floating) assignment, lease, licence, caveat, easement, claims from any third party or other adverse interests whatsoever, howsoever created or arising other than liens and rights of set-off arising in the Ordinary Course of Business.

9. The name and address of the chargee is:

**EQUITY TRUST (MALAYSIA) BERHAD**
*(Company No. 610812-W)*
Level 10, Menara Hap Seng
No. 1 & 3 Jalan P Ramlee
50250 Kuala Lumpur
("Security Trustee")

10. Some salient covenants or terms and conditions in the instrument(s) of charge:

1. **Payments into and from the Finance Service Reserve Account**

   (a) The Finance Service Reserve Account shall be used for purpose of receiving and accruing monies for Periodic Distribution for the relevant Sukuk in accordance with the Trust Deed.

   (b) The Company agrees and undertakes with the Facility Agent that during the Sukuk Programme Tenure and for so long as any moneys remain payable under or in connection with or arising from the Sukuk or any other Transaction Documents, and so long as the Sukuk Musyawarah Programme shall remain in effect and has not been cancelled or terminated and has not lapsed, the Company shall ensure that an amount equivalent to at least one (1) Periodic Distribution due and payable shall have been remitted into the Finance Service Reserve Account one (1) month prior to the Periodic Distribution Date ("FSRA Minimum Required Balance")

   (c) The Company shall always maintain the FSRA Minimum Required Balance in the Finance Service Reserve Account. For the avoidance of doubt, any non compliance of FSRA Minimum Required Balance shall constitute a Dissolution Event if failure to meet such obligation is not remedied within seven (7) days from the date the relevant FSRA Minimum Required Balance is required to be deposited into the Finance Service Reserve Account.

   (d) In the event of a declaration of a Dissolution Event, the application of moneys as set out in Item 10(a) above shall no longer be applicable, and the
rights, title, benefits and interests in and to the moneys represented thereby, including all revenues, income, proceeds and moneys accrued thereon or derived or received therefrom or in connection therewith, save as provided for in the Assignment of Finance Service Reserve Account; or

(d) revoke, terminate or cancel or purport to revoke, terminate or cancel the power of attorney conferred pursuant to Clause 5 of the Assignment of Finance Service Reserve Account.

IV. Restriction against other Security Interest

The Company declares that there is no Encumbrances over the FSRA Assigned Property or any part thereof, and the Assignment of Finance Service Reserve Account shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security now or hereafter held by the Security Trustee for all or any part of the moneys hereby secured nor shall such collateral or other security or any lien to which the Security Trustee may be otherwise entitled or the liability of any person or persons not parties hereto for all or any part of the moneys secured be in any way prejudiced or affected by the Assignment of Finance Service Reserve Account.

For other salient covenants and terms and conditions, please refer to the Assignment of Finance Service Reserve Account.

11. The instrument of charge or a copy thereof is kept at the registered office of the Company and is open to the inspection of any creditor or member of the Company without fee or of any other person on the payment of a fee of RM2.00.

Dated this 13th day of June 2011.

[Signature]

*Director/Secretary/Agent in Malaysia
Name :
NRIC No. :

Lodged by:

SHOOK LIN & BOK Advocates & Solicitors
20th Floor, Bangunan AMBank Group
No. 55, Jalan Raja Chulan
50200 Kuala Lumpur

Tel No. 2031 1788 (25 lines)

File Ref: JO/11822/10/RHBIBB/SMP/02 (M/No. 1791711)

Dato' Haji Idris Bin Haji Buang
Director
Sarawak Energy Berhad
NRIC No. 540510-
13-5085

VOON JAN MOI
Company Secretary (MA/CSA 7021367)
Sarawak Energy Berhad
NRIC No. 700324-
13-5102