

**From:**

1MDB PetroSaudi Limited  
Kingston Chambers  
PO Box 173  
Road Town  
Tortola  
British Virgin Islands

**To:**

1Malaysia Development Berhad  
Level 21, Suite 12.01  
The Gardens South Tower  
Mid Valley City Lingkaran Syed Putra  
59200 Kuala Lumpur  
Malaysia

23 July 2010

**Letter of Agreement and Notice of Request for Additional Tranche**

We refer to the murabaha financing agreement made between you and us and dated 14 June 2010 pursuant to which the Parties agreed, *inter alia*, that you would make available a murabaha facility to us upon the terms and conditions set out therein (the “**Murabaha Financing Agreement**”).

Unless otherwise stated in this letter of agreement (the “**Letter**”), all capitalised terms not defined in this Letter and all clause references shall be given the same meaning and interpreted in the same manner as in the Murabaha Financing Agreement. In addition, the term “**Effective Date**” shall mean the date on which this Letter is agreed to and acknowledged by you by your countersignature of this Letter.

1. Pursuant to the terms of the Murabaha Financing Agreement, the Parties agreed that the Additional Tranche may be utilised by us for the purpose set out in Clause 2.1(b) (*Additional Tranche*) thereof, namely to finance the purchase of Commodities from the nominated Suppliers by way of one or more Transactions (the “**Additional Tranche Purpose**”). The Parties agreed that in respect of any Transaction, we would use all proceeds we receive from the sale to a buyer of any Commodities purchased under the Transaction as working capital for capital expenditure. The process for the purchase and subsequent sales of the Commodities are set out in Clauses 5 (*Purchase by Seller*), 6 (*Sale to Purchaser*) and 7 (*Agency Appointment*) of the Murabaha Financing Agreement (the “**Commodities Process**”).
2. Notwithstanding the provisions of the Murabaha Financing Agreement in respect of the Additional Tranche Purpose and the Commodities Process, we hereby request that the Additional Tranche is made available by you directly to us in one or more drawings without regard to the Commodities Process, such drawings to be utilised by us as working capital for capital expenditure and to be made in accordance with the drawing procedure set out in paragraph 5 of this Letter.

3. In order to implement the request referred to in paragraph 2 of this Letter, we hereby request your agreement to the following with effect from the Effective Date:
  - (a) that any clauses relating to the purpose of the Additional Tranche or the Commodities Process be disapplied and instead the purpose of the Additional Tranche be construed in accordance with paragraph 2 of this Letter;
  - (b) that the definition of “Transaction” be construed as a drawing under the Additional Tranche in accordance with the drawing procedure set out in paragraph 5 of this Letter and the definition of “Settlement Date” be construed as the date upon which the relevant Transaction is drawn down by us;
  - (c) that the Deferred Price applicable to a Transaction (as such term is construed in accordance with paragraph 3(b) of this Letter) and payable on a Deferred Price Payment Date be the amount of such Transaction;
  - (d) that the Profit applicable to a Transaction (as such term is construed in accordance with paragraph 3(b) of this Letter) be calculated by applying to the outstanding Transaction the profit return rate referred to in the definition of “Murabaha Profit” in the Murabaha Financing Agreement (based on the outstanding amount of such Transaction); and
  - (e) that any defaults and breaches of any Finance Document that are solely triggered by the matters contemplated in paragraph 2 of this Letter be waived in all respects for all time.
4. In addition, we refer to the provisions of Clause 2.7 (*Availability of Additional Tranche*) of the Murabaha Financing Agreement and pursuant thereto we wish to request for the full amount of the Additional Tranche to be made available to us. For the purposes of the Murabaha Financing Agreement, this Letter shall be designated as an Additional Tranche Request. By countersigning this Letter below, you agree to the making available of the full amount of the Additional Tranche and this Letter shall be an Additional Tranche Confirmation Notice for the purposes of Clause 2.7 (*Availability of Additional Tranche*) of the Murabaha Financing Agreement.
5. Upon your countersignature of this Letter, the full amount of the Additional Tranche shall be made available to us in one or more Transactions (as such term is construed in accordance with paragraph 3(b) of this Letter) and the provisions of Clauses 3.1 and 3.2 of the Murabaha Financing Agreement shall apply to such Transactions save that:
  - (a) references to “Purchase Order with Unenforceable Promise to Purchase” shall be construed as being references to an irrevocable notice of drawing, and for such purpose we attach at Annex A hereto a completed notice of drawing for an amount of US\$500,000,000;
  - (b) the aggregate amount of the Transaction together with any previous Transactions does not exceed the Additional Tranche Amount; and
  - (c) Clauses 3.2(c) and 3.2(d) shall be disapplied.

6. Following the Effective Date, the Murabaha Financing Agreement shall remain in full force and effect and the provisions thereof shall not be amended or waived in any way whatsoever other than as stated herein, and in particular, Clauses 2.6 (*Payments*) and 8 (*Prepayments, Reduction, Cancellation and Reconversion*) shall remain in full force and effect, except as amended hereby. In addition, the Parties agree that as of the occurrence of the Effective Date, the departure from the Additional Tranche Purpose and the Commodities Process will not form the basis of any claim by any Party including as to the validity and/or enforceability of the Murabaha Financing Agreement.
7. This Letter shall be designated a Finance Document for the purposes of the definition of “Finance Documents” in Clause 1.1 of the Murabaha Financing Agreement.
8. By countersigning this Letter below, you hereby warrant and represent to us that you have received all corporate, regulatory and other approvals and consents required for the purposes of entering into the transactions contemplated by this Letter and the Murabaha Financing Agreement, as amended by this Letter.
9. Clauses 15 (*Notices*) and 25 (*Counterparts*) of the Murabaha Financing Agreement shall apply *mutatis mutandis* as if set out in full in this Letter. Notwithstanding the provisions of Clause 18.2 (*Amendment costs*) of the Murabaha Financing Agreement, the provisions of Clause 18.1 (*Transaction Expenses*) thereof shall apply to this Letter.
10. This Letter, including any non-contractual obligations arising out of or in connection with this Letter, is governed by the laws of England.

Please acknowledge your receipt of this Letter, and confirm your agreement to the above by signing and returning the enclosed counterpart of this Letter.

Yours faithfully

This Letter has been executed and delivered as a deed on the date which appears on the first page of this Letter.

Executed as a deed by **1MDB**  
**PETROSAUDI LIMITED** acting by its  
 authorised signatory who, in accordance with .....  
 the laws of the British Virgin Islands, is Tarek Obaid  
 acting under the authority of 1MDB Director  
 PetroSaudi Limited

We, **1MALAYSIA DEVELOPMENT BERHAD**, acknowledge receipt of this Letter and we hereby confirm our agreement to, and undertake to be bound by, the terms and conditions set out in this Letter.

Executed as a deed by **1MALAYSIA DEVELOPMENT BERHAD** acting by its authorised signatory who, in accordance with the laws of the Republic of Malaysia, is acting under the authority of 1Malaysia Development Berhad

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Director

\_\_\_\_\_ 2010

**ANNEX A**

**NOTICE OF DRAWING**

To: **1MALAYSIA DEVELOPMENT BERHAD**

From: **1MDB PETROSAUDI LIMITED**

Date: 23 July 2010

**Murabaha Financing Agreement dated 14 June 2010 between 1MDB Petrosaudi Limited and 1Malaysia Development Berhad, as amended from time to time (the “MFA”)**

1. We hereby give notice in accordance with Clause 3.1 of the MFA that we wish to make a drawing under the Additional Tranche, such drawing to be made as follows:

(a) Amount: US\$ 500,000,000

(b) Drawdown Date: 26 July 2010.

2. Upon the full amount of the Additional Tranche becoming available to us pursuant to the provisions of Clause 2.7 of the MFA, this notice is irrevocable.

3. The Amount should be credited on the Drawdown Date as follows:

(a) Amount: US\$ 340,000,000  
Pay to: Chase Manhattan Bank New York  
ABA: 021000021  
Swift: CHASUS33  
Account: 001-1-008182  
In favor of: J.P. Morgan (Suisse) SA  
Swift: MGTCCHGG  
For further credit: 7619400

(b) Amount: US\$ 160,000,000  
Pay to: Chase Manhattan Bank New York  
ABA: 021000021  
Swift: CHASUS33  
For Account of: RBS Coutts Bank Ltd, Zurich  
Swift: COUTCHZZ  
In Favor of Account: 11116073.2000  
IBAN: CH7308620111160732000

4. Terms defined in this notice have the same meaning as in the MFA.

Yours faithfully,

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For and on behalf of

**1MDB PETROSAUDI LIMITED**