

## GENERAL TERMS OF SALE

### 1. Seller

Penerbangan Malaysia Berhad ("PMB")

### 2. Deposits

2.1 Buyer shall pay PMB a deposit equivalent to the amount of 1% of the offer price in USD ("Initial Deposit") **within two (2) business days** on receipt of Letter of Offer from PMB.

2.2 Upon the signing of the Sale and Purchase Agreement, Buyer shall pay PMB an additional deposit to the amount of 9% of the offer price in USD.

2.3 Both the deposits in Clauses 2.1 and 2.2 shall be applied towards the full payment of the purchase price.

### 3. Return of Deposits

The deposits will be refundable to Buyer, free of interest, upon the occurrence of any of the following: (1) the Aircraft is in a materially different condition at the time of delivery than it was at the time of inspection; (2) PMB terminates the Agreement (for reasons other than Buyer's breach) or otherwise fails to deliver the Aircraft at closing; or (3) the Aircraft suffers a total loss prior to delivery, or (4) the Buyer and Seller fails to conclude the Sale and Purchase Agreement (for reasons other than Buyer's breach). Thereafter each party will have no claim against the other.

### 4. Inspection

Shortlisted Bidders will be invited to conduct an inspection of the aircraft's, its engines and records including borescope inspection of the engines (limited to the combustion chamber area and the turbine section) in accordance with Approved Maintenance Programme, Airworthiness Directives and Service Bulletins. The inspection is to be completed **within 15 business days** after the invitation date and a irrevocable and final offer must be made within the specified date provided by PMB in the RFB.

### 5. Payment

All payments to PMB shall be made in good funds in United States Dollars to the account as set forth below:

Receiving Bank	:	RHB Bank Berhad, Kuala Lumpur
Receiving Bank's Swift Code:	:	RHBBMYKL
Beneficiary Name	:	Penerbangan Malaysia Berhad
Beneficiary's Account No	:	6141 2900 006715

All payments to PMB shall be made in immediately available U.S funds, free and clear of all taxes and duties, including but not limited to withholding tax, sales, use and excise taxes, VAT and income taxes except for PMB's own income tax .

**6. Taxation**

Buyer shall be responsible for all taxes and duties, including but not limited to withholding tax, sales, use and excise taxes, VAT and income taxes except for PMB's own income tax.

**7. Full Payment**

Full payment of the purchase price shall be made prior to the delivery of the aircraft.

**8. Delivery Location**

Subang Airport, Selangor Darul Ehsan, Malaysia or such other location as shall be acceptable to PMB.

**9. Condition of Aircraft**

Buyer shall accept delivery of the aircraft on as-is where-is condition at delivery except as follows:

- 9.1 Aircraft to be in airworthy condition as evidenced by valid current Certificate of Airworthiness and valid Export Certificate of Airworthiness both as issued by Department of Civil Aviation Malaysia.
- 9.2 Technical records made available to Buyer during the inspection referred to in Clause 4 and in English language.
- 9.3 The aircraft shall be free of liens and all requirements for export shall have been completed if required.
- 9.4 All ground inspections and operational test flights will be at Seller's expense and Seller will pay for or reimburse Buyer for any costs incurred by Buyer, associated with such flights including, but not limited to, costs for fuel, oil, airport fees, insurance, takeoff/landing fees, customs duties, ground handling charges and airways communication charges.

The aircraft will be sold without any express or implied representations or warranties whatsoever, including without limitation, representations or warranties relating to title, merchantability, possession, fitness for a particular purpose, or the like.

**10. Records, Manufacturer's Warranties and Other Documentation**

PMB shall provide all logs, technical records, computer programs and manuals available in PMB's custody to Buyer. PMB shall transfer to Buyer all applicable warranties, training programs or benefits from the manufacturers of airframe, engines, APU, interior, avionics, instruments and all other apparatus installed on board.

**11. Title and Risk**

Title and risk to the aircraft shall transfer from PMB to Buyer upon delivery of the aircraft and PMB has confirmed receipt of the purchase price and a Bill of Sale is issued to Buyer.

**12. No Brokers**

Neither Buyer nor PMB has engaged the services of a broker or similar representative agent for purpose of this transaction. Each party shall represent to the other the absence of such brokers and indemnify the other with respect to any breach of such representation.

**13. Costs and Expenses**

13.1 Each party shall bear its own costs in respect of negotiating and documenting this transaction.

13.2 Buyer shall **indemnify PMB** for all third party claims, costs and expenses.

13.3 The Buyer shall bear the **stamp duty** payable on the transaction documents.

**14. Conditions**

The obligation of PMB and Buyer to consummate the transaction contemplated herewith shall be subject to the execution and delivery of Sale and Purchase documentation in a form acceptable to legal counsel for PMB within **9 business days** on receipt of Letter of Award from PMB or such other date as may be acceptable to PMB ("Closing Date"), failing which the Initial Deposit will be forfeited.

**15. Confidentiality**

The terms and conditions set forth in this document and other documents related to it are available to Buyer and PMB and Buyer acknowledges that this document and other documents related to it contains commercially sensitive and proprietary information and shall not, in any event, disclose the same to any other third party unless compelled by law to do so.

**16. Governing Law**

This document, Sale and Purchase Agreement and any related documentation to be executed will be governed by the laws of Malaysia. All documents exchanged by the parties by fax or by any electronic media are considered original, legal and binding.

**17. Removal of Aircraft from the Market**

Upon receipt of the Initial Deposit by PMB as stated in Clause 2.1, the aircraft shall be removed from the market. The aircraft shall be placed back on the market, if (i) the Sale and Purchase Agreement is not executed by the Closing Date, or (ii) Buyer and PMB otherwise agree to terminate this arrangement.

**18. Other Provisions**

Other terms and conditions that customarily apply to aircraft sale and purchase agreements will be negotiated in good faith between PMB and Buyer prior to the Closing Date.

**19. Loss or Damage**

In the event of total loss of aircraft prior to delivery, PMB shall refund to Buyer the deposits in Clauses 2.1 and 2.2, all free of interest. In the event of a damage to the aircraft and if both Buyer and PMB agree that such damage is repairable, the cost of repair shall be borne by PMB.

**20. Disputes**

In the event of any dispute arising between the parties in connection with this document or any other document related to it, the prevailing party shall be entitled to reimbursements of reasonable legal fees in connection with any litigation occurring as a result of the dispute.

**21. Correspondence/Notices**

All correspondence and notices shall be addressed to the following:

PMB  
General Manager – Aircraft Technical Services  
Penerbangan Malaysia Berhad  
Level 33, Tower 2,  
Petronas Twin Towers,  
Kuala Lumpur City Centre  
50088 Kuala Lumpur  
Tel: +603-2034 4772  
Fax: +603-2034 0229  
Email: johari.rahmat@khazanah.com.my

Buyer

As set out in the offer document submitted.