

ACB RESOURCES BERHAD (“ACB”)

PROPOSED DISPOSAL OF LCB BONDS/RCSLS

This announcement is dated 16 December 2013.

A list of definitions referred to in this announcement is set out in Appendix I.

1. INTRODUCTION

The Board of Directors of ACB (“**Board**”) wishes to announce that Tan Sri William H.J Cheng (“**TSWC**” or “**Purchaser**”) had vide its letter dated 12 December 2013 offered to acquire from ACB the entire LCB Bonds and/or LCB RCSLS (excluding the TSWC RCSLS) held by ACB for the ACB Consideration of RM124.58 million and ACB Additional Final Payment of RM4.19 million (“**Proposed Disposal of LCB Bonds/RCSLS**”).

TSWC’s offer to acquire the entire LCB Bonds/RCSLS held by ACB is part of TSWC’s offer to acquire from the LCB Lenders (including ACB) the entire LCB Bonds/Debts/RCSLS including TSWC RCSLS for an aggregate cash consideration of RM246 million (comprising the Purchase Consideration and Additional Final Payment) (“**Proposed Acquisition of LCB Bonds/Debts/RCSLS**”).

In the preparation of this Announcement, the following assumptions were made:

- (i) The exchange rate is assumed to be USD1.00: RM3.30; and
- (ii) The completion date of the Proposed Disposal of LCB Bonds/RCSLS is assumed to be 30 April 2014.

As such for illustration purposes, the ACB Bonds/SPV Debts and LCB Bonds/Debts/RCSLS cut-off date for present value (“**PV**”) computation is as at 31 March 2014, unless stated otherwise. In addition, the PV of the ACB Bonds/SPV Debts and LCB Bonds/Debts/RCSLS are computed based on the register as at 30 August 2013, and respective YTM, adjusted to PV as at 31 March 2014.

2. SALIENT TERMS OF THE PROPOSED DISPOSAL OF LCB BONDS/RCSLS

The salient terms of the Proposed Disposal of LCB Bonds/RCSLS are as follows:-

2.1 ACB Consideration and ACB Additional Final Payment

The ACB Consideration and ACB Additional Final Payment shall be satisfied in the following manner:-

Settlement Date	(%)	ACB Consideration and ACB Additional Final Payment (RM' million)
(i) Within ten (10) market days from the date of the ACB SPA ("Refundable Deposit")	10	12.46 ^{(a)(b)}
(ii) Upon completion of the ACB SPA	20	24.91 ^(b)
(iii) On or before 31 July 2014 ("First Deferred Cash Payment") ^(c)	30	37.37 ^(b)
(iv) On or before 30 November 2014 ("Second Deferred Cash Payment") ^(c)	40	49.84 ^(b)
ACB Consideration	100	124.58
(v) On or before 30 November 2014 ("ACB Additional Final Payment")		4.19^(b)
		128.77

Notes:-

- (a) The Refundable Deposit to be paid to RHB Trustee Berhad (formerly known as OSK Trustee Bhd) as Stakeholder.
- (b) These amounts have been incorporated for illustration purposes only based on the Assumptions. The final allocation will be based on the Definitive Date.

For the avoidance of doubt, the method of calculation shall be as follows:-

$$\frac{A}{B} \times C$$

"A" is the holdings in LCB Bonds/LCB Debts/LCB RCSLS based on PV as at the Definitive Date

"B" is the total LCB Bonds/LCB Debts/LCB RCSLS based on PV as at the Definitive Date

"C" is the Purchase Consideration of RM238 million or the Additional Final Payment of RM8 million (as the case may be) offered to all LCB Lenders (including ACB).

The exchange rate for purposes of computing the allocation between the LCB Lenders shall also be fixed on the Definitive Date (if the Definitive Date does not fall on a business day, the Definitive Date shall be the following business day thereof) based on the average buying and selling rate as quoted by Malayan Banking Berhad.

(c) *Deferred interest of 6% shall accrue on the Deferred Cash Payments.*

The Purchaser reserves the right to waive the requirement to obtain any of the approvals referred to in Section 2.3 below and thereafter the Parties may proceed to Completion in accordance with the ACB SPA.

2.2 Deferred Cash Payments, ACB Additional Final Payment and Security

Notwithstanding the Deferred Cash Payments and the ACB Additional Final Payment referred to above, the Proposed Disposal of LCB Bonds/RCSLS shall be deemed to be completed on the Completion Date as stipulated in the ACB SPA.

The Purchaser acknowledges that such part of the Deferred Cash Payments and the ACB Additional Final Payment as remaining unpaid from time to time by the Purchaser to ACB shall constitute a valid debt payable by the Purchaser to ACB in accordance with the provisions set out in the ACB SPA.

The Purchaser shall pay to ACB, interest on the Deferred Cash Payments at six per cent (6%) per annum. The interest is to be calculated from and including the day following the Completion Date to the date of actual payment and such interest shall be paid together with the respective Deferred Cash Payments. No interest shall accrue on the ACB Additional Final Payment.

Any payment made by the Purchaser shall firstly be applied towards settlement of the interest charged and thereafter the Deferred Cash Payments and thereafter, the ACB Additional Final Payment.

Until the full payment of the Deferred Cash Payments together with the interest payable thereon and the ACB Additional Final Payment to ACB, the Purchaser shall create in favour of and shall grant to ACB effective from the Completion Date, a first legal charge by way of a memorandum of deposit ("**MOD**") over the ACB Sale Securities together with the voting rights (subject to the exercise of the voting rights by the Purchaser prior to the default of the ACB SPA and/or the MOD in respect of the matters set out in the MOD) all accretions, benefits, advantages (all payments received/accrued from the ACB Sale Securities shall be utilised for the repayment/prepayment of the Deferred Cash Payments and the ACB Additional Final Payment) and liens whatsoever accruing in respect of the ACB Sale Securities ("**Charged Securities**") to secure the repayment of the respective Deferred Cash Payments and the ACB Additional Final Payment and all interest, costs and expenses and other liabilities payable or agreed to be paid by the Purchaser under the ACB SPA and the MOD. The Purchaser shall execute and perfect such security documentation in escrow (including the MOD) on such terms and conditions acceptable to ACB.

In addition, ACB agrees to assign by way of sale, all rights of ACB under the ACB SPA and under the security described above, to the Security Trustee, as agent for the ACB Lenders receiving the total consideration, including the entitlement to the Deferred Cash Payments and ACB Additional Final Payment in accordance with the ACB PSSA.

The exercise of the rights of the Security Trustee on behalf of the ACB Lenders under the assignment of the ACB SPA and the MOD shall be on the following terms:

- (i) the Security Trustee, on behalf of the ACB Lenders, shall enforce its rights against the Purchaser under the ACB SPA for the amount due and payable to the ACB Lenders in accordance with the ACB PSSA; and

- (ii) the Security Trustee shall act upon the instructions of the ACB Lenders in relation to the assignments and MOD held by the Security Trustee on behalf of the ACB Lenders in accordance with the ACB PSSA. The proceeds received in relation to the assignment and MOD shall be utilised to settle the outstanding amount payable to the ACB Lenders in accordance with the ACB PSSA, and any surplus (including net of enforcement expenses) shall be paid to the Purchaser, provided that the Security Trustee shall at all times, have the right to recover from the Purchaser any shortfall (after taking into account all costs and expenses of enforcement as may be determined by the Security Trustee and notified to the Purchaser) after realising the Charged Securities as a debt due from the Purchaser.

The Charged Securities shall be released or discharged in its entirety within ten (10) business days from the date of and only upon full settlement of the ACB Consideration and ACB Additional Final Payment by the Purchaser and all interest, costs and expenses and other liabilities payable or agreed to be paid by the Purchaser under the ACB SPA and the MOD.

Prior to default of the ACB SPA and/or MOD, the Purchaser will retain the following voting rights to the Charged Securities with respect to these matters only:

- (a) any proposal for the deferment of the LCB Bonds, LCB Debts and/or LCB RCSLS;
- (b) waiver and/or indulgence of the defaults of Megasteel Sdn Bhd, a subsidiary of LCB; and
- (c) sale of any assets by LCB or its subsidiaries and any proceeds received by the Purchaser (arising from his holdings in the LCB Bonds, LCB Debts and/or LCB RCSLS) shall be used to prepay/repay, in chronological order, the Deferred Cash Payments and the ACB Additional Final Payment due under the ACB SPA.

For the avoidance of doubt:-

- (a) pursuant to any default or potential default of the Purchaser of the terms of the ACB SPA and/or the MOD, the voting rights above shall immediately revert to ACB and the Purchaser shall no longer be allowed to exercise the voting rights in relation to the matters above; and
- (b) ACB will retain the voting rights to the Charged Securities with respect of all other matters in relation to the LCB Bonds, LCB Debts and/or LCB RCSLS and such voting rights are exercisable at all times by ACB at its discretion.

Default in the payment by the Purchaser of the First Deferred Cash Payment shall not accelerate the payment of the Second Deferred Cash Payment and the ACB Additional Final Payment which shall remain due and payable on the stipulated payment date.

In the event of default of payment of the First Deferred Cash Payment by the Purchaser, ACB shall be entitled to enforce its rights under the MOD in respect of the Charged Securities to repay the outstanding amount due and owing on the First Deferred Cash Payment. The aforesaid principle shall apply *mutatis mutandis* for the Second Deferred Cash Payment and the ACB Additional Final Payment.

2.3 Conditions Precedent

2.3.1 The Proposed Disposal of LCB Bonds/RCSLS is conditional upon the following approvals being obtained and obligations to be performed on or before the date falling three (3) months from the date of the ACB SPA with an automatic extension of one (1) month upon the expiry of the aforesaid three (3) months or by such later date as the Parties may mutually agree in writing ("**Cut-Off Date**"):-

- (i) approval of the LCB Lenders for the amendment of the respective issue documents, inter-alia, permitting the transferability of and voting rights to the LCB Bonds/Debts/RCSLS to the Purchaser on the terms as set out in the LCB Circular ("**Proposed Amendments**");
- (ii) the approval by the shareholders of ACB in an extraordinary general meeting ("**EGM**") for the sale of the ACB Sale Securities to the Purchaser ("**ACB Shareholders' Approval**"), where non-fulfilment of this condition precedent will result in automatic termination of the ACB SPA whereupon Section 2.3.2 shall apply;
- (iii) approval of and/or notification to the SC in relation to the Proposed Amendments;
- (iv) the Purchaser or his nominee(s) executing in escrow in favour of ACB, the MOD over the Charged Securities together with Form 34 (notice of creation of charge(s)), if required (in the event that the ACB Sale Securities are held by the Purchaser's nominee(s) and the charge(s) to be dated and perfected on the Completion Date;
- (v) the LCB Lenders each executing the sale and purchase agreement with the Purchaser to respectively sell and purchase one hundred per cent (100%) of the LCB Bonds/Debts/RCSLS held by the LCB Lenders, or such other percentage as the Purchaser may decide no later than ten (10) business days from ACB Shareholders' Approval Date.

For avoidance of doubt:-

- (a) Upon execution by the LCB Lenders of the sale and purchase agreements with the Purchaser to respectively sell and purchase the LCB Bonds/Debts/RCSLS totalling one hundred per cent (100%) of LCB Bonds/Debts/RCSLS, this condition precedent shall be deemed fulfilled.
- (b) In the event the execution of the sale and purchase agreements by the LCB Lenders with the Purchaser are less than one hundred per cent (100%) of the LCB Bonds/Debts/RCSLS, the Purchaser shall decide, no later than ten (10) business days from the ACB Shareholders' Approval Date, whether to proceed with the purchase of the ACB Sale Securities pursuant to the aforementioned sale and purchase agreements executed by the LCB Lenders with the Purchaser;
- (vi) ACB executing in escrow the absolute assignment of the MOD and the ACB SPA on terms acceptable to the Security Trustee as agent for the ACB Lenders together with the relevant Forms 40(A), if required (in the event that the ACB Sale Securities are held by the Purchaser's nominee(s)); and
- (vii) the approval or waiver of any regulatory requirement or party by any or all of the authorities, if required.

- 2.3.2 If the approvals referred to above is not obtained by the Cut-Off Date or such extended Cut-Off Date, the ACB SPA shall be deemed to be terminated whereupon the Refundable Deposit paid by the Purchaser to the Stakeholder together with all interest earned on the Refundable Deposit shall be refunded to the Purchaser in full and the ACB SPA shall be null and void and of no effect and neither party shall have any claim against the other, save in respect of any antecedent breach.

2.4 Termination of the LCB External Lenders' SPAs

In the event of the termination of any of the LCB External Lenders' SPAs pursuant to the terms thereof ("**Terminated SPA**") occurring prior to the Completion Date totalling in aggregate at ten per cent (10%) or more of the total sale securities accepted by the Purchaser to be purchased by him pursuant to the SPA ("**Termination Threshold**"), the Purchaser shall, within ten (10) business days upon the Termination Threshold being reached, by written notice to ACB and the remaining LCB External Lenders of the LCB Bonds, LCB Debts and/or LCB RCSLS ("**Remaining SPAs**") elect to:

- (a) proceed (subject to the ACB SPA and the Remaining SPAs being unconditional) to Completion in accordance to the SPA; or
- (b) terminate the ACB SPA (and the Remaining SPAs) in which event, the Refundable Deposit together with all interest earned on the Refundable Deposit shall be refunded to the Purchaser in full and on the date of the Purchaser's notice to terminate the ACB SPA (and the Remaining SPAs) shall lapse and be deemed null and void and of no effect and neither party (in the Remaining SPAs) shall have any claim against the other, save in respect of any antecedent breach.

The Purchaser's right to terminate referred to above shall not apply in the case where the termination arises due to default by the Purchaser.

2.5 Others

- (i) The ACB Sale Securities may be transferred to the Purchaser's nominee(s) and if so, a third party charge will be provided to ACB by the Purchaser's nominee(s).
- (ii) The Purchaser agrees to bear all stamp duty and transfer fees (if any) payable in connection with the purchase of the ACB Sale Securities and/or the Charged Securities.

2.6 Basis of arriving at the ACB Consideration and ACB Additional Final Payment

The aggregate of the ACB Consideration and ACB Additional Final Payment of RM128.77 million was arrived at after taking into consideration:-

- (i) LCB is now an affected listed issuer pursuant to Practice Note 17 of Bursa Securities' MMLR as the auditors have expressed an emphasis of matter on the LCB Group's ability to continue as a going concern in the latest audited consolidated financial statements for the FYE 30 June 2013 and the shareholders' equity of LCB on a consolidated basis as at 30 June 2013 is less than fifty per cent (50%) of the issued and paid-up capital of LCB;
- (ii) LCB has been in a loss making position for the past 11 years. For the FYE 30 June 2013, LCB's losses stood at RM245.62 million; and
- (iii) LCB has recorded a consolidated shareholders' deficit of RM1,525.53 million as at 30 June 2013.

2.7 Utilisation of proceeds

The ACB Consideration and ACB Additional Final Payment is proposed to be utilised for the settlement of the ACB Class B Lenders at RM1.00/USD1.00 for every RM1.00/USD1.00 PV of ACB Class B Bonds/SPV Debts on pro-rata basis.

For illustration purpose, based on the register as at 30 August 2013 and PV as at 31 March 2014, the ACB Consideration and ACB Additional Final Payment shall be utilised in the following manner:-

	PV as at 31 March 2014 RM'million	ACB Consideration and ACB Additional Final Payment RM'million	Settlement Ratio (PV ACB Bonds/Debts : Cash)	Amount of Debts Settled RM'million
Class B	344.40	128.77	Every RM1/USD1 PV ACB Class B Bonds/Debts for RM1/USD1 cash	128.77

For illustration purpose, based on the register as at 30 August 2013 and PV as at 31 March 2014, the timing for the settlement of the ACB Class B Bonds/SPV Debts are as follows:-

	ACB Class B	%
Upon completion of the ACB SPA	37.37	29
On or before 31 July 2014	37.37	29
On or before 30 November 2014	54.03 ^(a)	42
	128.77	100

Note:-

(a) *Including the ACB Additional Final Payment.*

The proceeds to be received by the ACB Class B Lenders shall be on a back-to-back basis with the proceeds from the Proposed Disposal of LCB Bonds/RCSLS and the interest of six per centum (6%) per annum on the Deferred Cash Payments shall also accrue to the ACB Class B Lenders.

2.9 Information on the Purchaser

TSWC, a Malaysian, aged 70, was appointed to the Board of the Company on 21 February 1976 and has been the Chairman since 23 August 2011.

TSWC has more than 40 years of experience in the business operations of the Lion Group encompassing steel, retail, property development, mining, tyre, motor, plantation and computer.

TSWC is also a major shareholder of ACB as well as LCB.

3. APPROVALS REQUIRED AND INTERCONDITIONALITY

The Proposed Disposal of LCB Bonds/RCSLS is subject to approvals being obtained from the following:-

- (i) the approval of the ACB Lenders;
- (ii) the approval of the LCB Lenders in relation to the Proposed Amendments;
- (iii) the approval and/or notification to the SC in relation to Proposed Amendments;
- (iv) the shareholders of ACB; and
- (v) the approvals, waivers and/or consents from any other Malaysian regulatory authorities and/or persons, if required.

The Proposed Disposal of LCB Bonds/RCSLS is conditional upon the resolutions pertaining to the Proposed Amendments being approved by the LCB Lenders and the Proposed ACB Authorisation of the Security Trustee (in respect of the Proposed Amendments).

4. EFFECTS OF THE PROPOSED DISPOSAL OF LCB BONDS/RCSLS

4.1 Share Capital and Major Shareholders

The Proposed Disposal of LCB Bonds/RCSLS will not have any effect on the issued and paid-up share capital and major shareholders of ACB as they do not involve any issuance of shares of ACB.

4.2 Earnings

ACB is expected to incur a loss of RM0.32 per share pursuant to the Proposed Disposal of LCB Bonds/RCSLS at approximately RM0.23 for every RM1.00 LCB Bonds/RCSLS.

4.3 NL

Based on the audited consolidated balance sheet of ACB as at 30 June 2013, the consolidated NL per share of ACB is expected to increase from RM0.39 to RM0.71 pursuant to the Proposed Disposal of LCB Bonds/RCSLS.

5. ESTIMATED TIMEFRAME FOR COMPLETION

The Proposed Disposal of LCB Bonds/RCSLS is expected to be completed by the second (2nd) quarter of 2014.

APPENDIX I - DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context otherwise requires:

ACB or Company	-	ACB Resources Berhad, an associate company of LCB
ACB Additional Final Payment	-	RM4.19 million, being a portion of the Additional Final Payment payable to ACB Lenders, derived based on the Assumptions
ACB Bonds	-	Collectively, ACB Class B Bonds and ACB Class C Bonds
ACB Bondholders	-	Collectively, the ACB Class B Bondholders and the ACB Class C Bondholders
ACB Class B Bonds	-	Zero-coupon redeemable secured Class B RM denominated bonds issued by ACB on 14 March 2003 with maturity date of 31 December 2014
ACB Class B Bondholders	-	Holders of the ACB Class B Bonds
ACB Class B Lenders	-	Collectively, the ACB Class B Bondholders and ACB Class B SPV Debt Holders
ACB Class B SPV Debts	-	Zero-coupon redeemable secured Class B USD denominated consolidated and rescheduled debts of the ACB SPV issued on 14 March 2003 with final repayment due on 31 December 2014
ACB Class B SPV Debt Holders	-	Holders of the ACB Class B SPV Debts
ACB Class C Bonds	-	Zero-coupon redeemable secured Class C RM denominated bonds issued by ACB on 14 March 2003 with maturity date of 31 December 2011
ACB Class C Bondholders	-	Holders of the ACB Class C Bonds
ACB Class C Lenders	-	Collectively, the ACB Class C Bondholders and ACB Class C SPV Debt Holders
ACB Class C SPV Debts	-	Zero-coupon redeemable secured class C USD denominated consolidated and rescheduled debts of the ACB SPV issued on 14 March 2003 with final repayment due on 31 December 2011
ACB Class C SPV Debt Holders	-	Holders of the ACB Class C SPV Debts
ACB Consideration	-	The consideration payable by the Purchaser in relation to the Proposed Disposal of LCB Bonds/ RCCLS of RM124.58 million. The amount is provided for illustration purposes derived based on the Assumptions
ACB Group	-	Collectively, ACB and its subsidiaries
ACB Lenders	-	Collectively, the ACB Bondholders and ACB SPV Debt Holders
ACB Sale Securities	-	The LCB Bonds/RCCLS which is subject to sale under the Proposed Disposal of LCB Bonds/RCCLS

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ACB Shareholders' Approval Date	- The date of the ACB Shareholders' Approval has been obtained
ACB SPA	- The form of sale and purchase agreement to be entered into between TSWC and ACB, which is annexed to the TSWC LO For ACB
ACB SPV	- Amsteel Harta (L) Limited, a wholly-owned subsidiary of ACB
ACB SPV Debts	- Collectively, ACB Class B SPV Debts and ACB Class C SPV Debts
ACB SPV Debt Holders	- Collectively, the ACB Class B SPV Debt Holders and the ACB Class C SPV Debt Holders
ACB PSSA or PSSA	- The priority and security sharing agreement dated 14 March 2003 between ACB, ACB SPV, CIMB Trustee Berhad, the Facility Agent, the Security Trustee and the security parties (as listed in Schedule 1 therein), as may be amended and supplemented thereto from time to time
Additional Final Payment	- The final payment payable to each of the LCB Lenders to be paid on or before 30 November 2014 in relation to the Proposed Acquisition of LCB Bonds/Debts/RCSLS, the aggregate final payment of which is RM8.00 million
Assumptions	- The assumptions for purposes of preparation of this Announcement as stated in Section 1 of this Announcement
Bursa Securities	- Bursa Malaysia Securities Berhad
Completion	- Payment of the Refundable Deposit and the Completion Date Payment on the Completion Date and the completion of the sale of the ACB Sale Securities by ACB to the Purchaser and the transfer of the ACB Sale Securities to the Purchaser in accordance with the terms of the ACB SPA
Completion Date	- The date which shall be ten (10) business days from the Unconditional Date or such later date as the Parties may agree
Completion Date Payment	- Twenty per cent (20%) of the ACB Consideration
Deferred Cash Payments	- Collectively, the First Deferred Cash Payment and Second Deferred Cash Payment
Definitive Date	- Means the last day of the month preceding the Unconditional Date
Facility Agent	- RHB Bank (L) Ltd
FYE	- Financial year(s) ended/ending
LCB	- Lion Corporation Berhad
LCB Bonds	- Collectively, LCB Class B(a) Bonds and LCB Class B(b) Bonds
LCB Bondholders	- Holders of the LCB Bonds
LCB Circular	- The circular issued by LCB dated 13 December 2013

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LCB Class B(a) Bonds	- Zero-coupon redeemable secured Class B(a) RM denominated bonds issued by LCB on 14 March 2003 with the maturity date of 31 December 2019
LCB Class B(a) RCCLS	- The 5% Class B(a) coupon redeemable convertible secured loan stocks issued by LCB with maturity date of 31 December 2015
LCB Class B(b) Bonds	- Zero-coupon redeemable secured Class B(b) RM denominated bonds issued by LCB on 14 March 2003 with the maturity date of 31 December 2020
LCB Class B(b) RCCLS	- The 7% Class B(b) coupon redeemable convertible secured loan stocks issued by LCB with maturity date of 31 December 2015
LCB Class B(c) RCCLS	- The 4.25% Class B(c) coupon redeemable convertible secured loan stocks issued by LCB with maturity date of 31 December 2015
LCB Debt	- Zero-coupon redeemable unsecured Class B USD denominated consolidated and rescheduled debts of LCB issued on 14 March 2003 with the final repayment date of 31 December 2019
LCB Debt Holder	- The holder of the LCB Debt
LCB External Lenders	- The holders of the LCB Bonds/Debts/RCCLS other than ACB and including TSWC under the TSWC RCCLS
LCB External Lenders' SPA(s)	- Being one or more of the sale and purchase agreement(s) to be executed between the TSWC with one or more of the LCB External Lenders, which is annexed to the letter of offer by TSWC to the LCB External Lenders
LCB Group	- Collectively, LCB and its subsidiaries
LCB Lenders	- The proposals as set out in the LCB Circular
LCB Proposals	- Collectively, the Proposed LCB Deferment and Proposed LCB Indulgence for Non-Declaration of Event of Default
LCB RCCLS	- Collectively, the LCB Class B(a) RCCLS, LCB Class B(b) RCCLS and LCB Class B(c) RCCLS
LCB RCCLS Holders	- The holders of the LCB RCCLS
Lion Group	- Collectively, the ACB Group and the LCB Group
MMLR	- Main Market Listing Requirements of Bursa Securities, including any amendments thereto that may be made from time to time
NL	- Net liabilities
NV	- Nominal Value
Parties	- Being parties to the SPA
PCOA	- Put and call option agreement dated 13 March 2009 executed between TSWC and the holders of the RCCLS

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Proposed ACB Authorisation of Security Trustee	- Proposed authorisation of the Security Trustee to attend and vote in respect of the Proposed Amendments and the LCB Proposals made to the LCB Lenders
Purchase Consideration	- The purchase consideration payable to each of the LCB Lenders in relation to the Proposed Acquisition of LCB Bonds/Debts/RCSLS, the aggregate cash consideration of which is RM238.00 million
Refundable Deposit	- 10% of the ACB Consideration for the Proposed Disposal of LCB Bonds/RCSLS to be paid within ten (10) market days from the date of the ACB SPA
RM	- Ringgit Malaysia
SC	- Securities Commission of Malaysia
Security Trustee	- RHB Investment Bank Berhad
SPA	- Collectively, the ACB SPA and the LCB External Lenders' SPA
SPV	- Special purpose vehicle
Stakeholder	- RHB Trustee Berhad (formerly known as OSK Trustee Bhd)
TSWC LO For ACB	- Letter of offer by TSWC to ACB dated 12 December 2013 to purchase the entire LCB Bonds/RCSLS held by ACB for the ACB Consideration and the ACB Additional Final Payment
TSWC RCSLS	- TSWC's holdings in LCB RCSLS and balance outstanding of RCSLS under the PCOA
Unconditional Date	- Being the date on which the last of the conditions precedent is fulfilled or waived in accordance to the ACB SPA
USD	- United States Dollar
YTM	- Yield to maturity