

NOTICE OF PROVISIONAL ALLOTMENT OF RIGHTS SHARES

Terms defined in the Abridged Prospectus dated 12 September 2014 ("Abridged Prospectus") shall have the same meanings when used in this Notice of Provisional Allotment of Rights Shares ("NPA") unless they are otherwise stated. The Provisional Rights Shares as referred to in this NPA are prescribed securities pursuant to Section 14(5) of the SICDA and therefore, all dealings in such Provisional Rights Shares will be governed by the SICDA and the Rules of Bursa Depository.



BUMI ARMADA

BUMI ARMADA BERHAD

(Company No. 370398-X)

(Incorporated in Malaysia under the Companies Act, 1965)

RENOUNCEABLE RIGHTS ISSUE OF UP TO 1,479,238,150 NEW ORDINARY SHARES OF RM0.20 EACH IN BUMI ARMADA BERHAD ("SHARES") ("RIGHTS SHARES") ON THE BASIS OF 1 RIGHTS SHARE FOR EVERY 2 EXISTING SHARES HELD BY THE ENTITLED SHAREHOLDERS OF BUMI ARMADA BERHAD AS AT 5.00 P.M. ON 12 SEPTEMBER 2014, AT AN ISSUE PRICE OF RM1.35 PER RIGHTS SHARE

Joint Principal Advisers, Joint Global Coordinators and Joint Underwriters

Joint Global Coordinator



CIMB Investment Bank Berhad (18417-M)
(A Participating Organisation of Bursa Malaysia Securities Berhad)



Maybank Investment Bank Berhad (19088-H)
(A Participating Organisation of Bursa Malaysia Securities Berhad)



Credit Suisse (Singapore) Limited
(Company Registration Number: 197702363D)

Joint Underwriters

Co-Manager



To: Entitled Shareholders

Dear Sir/Madam,

Our Board has provisionally allotted to you the number of Provisional Rights Shares as indicated below, the provisional allotments of which will be credited into your CDS Account. The Provisional Rights Shares are provisionally allotted to you subject to the terms and conditions stated in the Abridged Prospectus and the RSF issued by us.

We wish to advise that the Provisional Rights Shares made to you in respect of the Rights Issue have been confirmed by Bursa Depository and will be duly credited into your CDS Account.

If you wish to accept all or part of your entitlement to the Provisional Rights Shares, please complete **Parts I and III** of the RSF. If you wish to apply for the Excess Rights Shares, please complete **Part II** (in addition to **Parts I and III**) of the RSF. Please read the accompanying notes and instructions in the RSF for further details on how to complete the RSF. **Please do not detach this NPA from the RSF.** Bursa Securities has prescribed the Provisional Rights Shares as securities to be deposited with Bursa Depository. Accordingly, all dealings in the Provisional Rights Shares will be by book entries through your CDS Account and will be governed by the SICDA and the Rules of Bursa Depository.

Within the United States, the Provisional Rights Shares may only be accepted, and the Rights Shares may only be offered, taken up, subscribed, acquired, sold, resold, pledged, transferred or delivered, directly or indirectly, in transactions exempt from, or not subject to, the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws, by or to, Entitled QIBs who have provided our Company a signed U.S. Investor Representation Letter (and such U.S. Investor Representation Letter has been accepted by our Company) on or before the Closing Date (in the form as set out in **Appendix IX** of the Abridged Prospectus (with a copy to the Joint Global Coordinators and the Joint Underwriters)). Please refer to **Appendix III** of the Abridged Prospectus entitled "Offering, Selling and Transfer Restrictions" for further information.

ALL RIGHTS SHARES TO BE ISSUED PURSUANT TO THE RIGHTS ISSUE WILL BE ALLOTTED BY WAY OF CREDITING THE RIGHTS SHARES INTO THE CDS ACCOUNTS OF THE ENTITLED SHAREHOLDERS AND/OR THEIR RENOUNCEES (IF APPLICABLE). NO PHYSICAL SHARE CERTIFICATES WILL BE ISSUED.

It is the intention of our Board to allot the Excess Rights Shares, if any, in a fair and equitable manner to the Entitled Shareholders and/or their renounees (if applicable) who have applied for the Excess Rights Shares in the following order of priority:

- (i) firstly, to minimise the incidence of odd lots; and
- (ii) thereafter, on a pro-rata basis to the Entitled Shareholders and/or their renounees (if applicable) (save for the Excluded Parties) who have applied for the Excess Rights Shares, based on their entitlements (including those Provisional Rights Shares purchased by or transferred to the renounees for the period up to the last date and time for the sale and transfer of the Provisional Rights Shares) on a board lot basis (subject to the number of Excess Rights Shares applied for).

Nevertheless, our Board reserves the right to allot any Excess Rights Shares applied for in such manner as it deems fit and expedient, and in the best interest of our Company, subject always to such allocation being made on a fair and equitable basis, and that the intention of our Board as set out in the basis of allotment of the Excess Rights Shares above is achieved. Our Board also reserves the right at its absolute discretion to accept any application for the Excess Rights Shares, in full or in part, without assigning any reason therefor.

NAME, ADDRESS AND CDS ACCOUNT NUMBER OF ENTITLED SHAREHOLDER

NUMBER OF SHARES HELD AT 5.00 P.M. ON 12 SEPTEMBER 2014	NUMBER OF PROVISIONAL RIGHTS SHARES PROVISIONALLY ALLOTTED TO YOU	AMOUNT PAYABLE IN FULL UPON ACCEPTANCE (AT RM1.35 PER RIGHTS SHARE) (RM)

IMPORTANT RELEVANT DATES AND TIMES	
Entitlement Date	: Friday, 12 September 2014 at 5.00 p.m.
Last date and time for the sale of the Provisional Rights Shares	: Monday, 22 September 2014 at 5.00 p.m.
Last date and time for the transfer of the Provisional Rights Shares	: Thursday, 25 September 2014 at 4.00 p.m.
Last date and time for acceptance of and payment for the Provisional Rights Shares	: Tuesday, 30 September 2014 at 5.00 p.m.*
Last date and time for application and payment for the Excess Rights Shares	: Tuesday, 30 September 2014 at 5.00 p.m.*
* or any such later date and time as our Directors and the Majority Joint Underwriters may, at their absolute discretion, decide and announce, but not less than 2 Market Days before such stipulated date and time.	

By order of the Board
Noor Hamiza binti Abd Hamid (MAICSA 7051227)
Company Secretary

Chew Ann Nee (MAICSA 7030413)
Joint Company Secretary

Share Registrars
SYMPHONY SHARE REGISTRARS SDN BHD (378993-D)
Level 6, Symphony House
Pusat Dagangan Dana 1
Jalan PJU 1A/46
47301 Petaling Jaya
Selangor Darul Ehsan
Malaysia
Tel No.: 03-7849 0777 (Helpdesk)
Fax No.: 03-7841 8151/8152
Email: ssr.helpdesk@symphony.com.my

NOTES AND INSTRUCTIONS FOR COMPLETING THIS RSF

THIS RSF IS NOT A TRANSFERABLE OR NEGOTIABLE INSTRUMENT.

If you are in any doubt as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional advisers immediately. All enquiries concerning the Rights Issue should be addressed to our Share Registrars, Symphony Share Registrars Sdn Bhd (378993-D), at Level 6, Symphony House, Pusat Dagangan Dana 1, Jalan PJU 1A/46, 47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia (Tel no.: 03-7849 0777 (Helpdesk)).

This RSF, together with the NPA and the Abridged Prospectus (collectively, the "Documents"), are despatched only to the Entitled Shareholders (with an address in Malaysia), whose names appear in the Record of Depositors of our Company on the Entitlement Date at their registered address as shown in the Record of Depositors. The Documents will not be registered in or made to comply with the applicable securities legislation of any country or jurisdiction other than Malaysia. The Documents are not intended to be (and will not be) issued, circulated or distributed and the Rights Issue will not be made or offered or deemed made or offered, in any country or jurisdiction other than Malaysia or to persons who are or may be subject to the laws of any country or jurisdiction other than the laws of Malaysia. If you are a shareholder outside Malaysia, you are eligible to accept or apply for the Rights Shares only if you are not an Excluded Party and our Company will not make or be bound to make any enquiry as to whether you have an address or address for service in Malaysia other than as stated in our Record of Depositors on the Entitlement Date or other than as stated in the RSF, and will not accept or be deemed to accept any liability whether or not any enquiry or investigation is made in connection therewith. To the extent you accept your Provisional Rights Shares and/or apply for the Excess Rights Shares, your acceptance of the terms thereof will be deemed to be in compliance with the Rights Issue and not in breach of the laws of any country or jurisdiction. To the extent you accept your Provisional Rights Shares and/or apply for the Excess Rights Shares, you will be deemed to have accepted the Rights Issue in Malaysia and be subject to the laws of Malaysia with respect thereto. Any Entitled Shareholder and/or his renounees (if applicable) may only accept or renounce all or any part of his entitlements and exercise any other rights in respect of the Rights Issue if he is not an Excluded Party, and provides us with his Malaysian address in the RSF to the extent that it would be lawful to do so under the laws of any country or jurisdiction, and to the extent that we, our Directors and officers or affiliates, the Joint Principal Advisers, the Joint Global Coordinators, the Joint Underwriters, the Co-Manager and any of their respective directors and officers or affiliates, and/or any other persons involved in the Rights Issue (collectively, the "Parties"), would not, in connection with the Rights Issue, be in breach of the laws of any country or jurisdiction to which that Entitled Shareholder and/or his renounees (if applicable) are or might be subject. All Entitled Shareholders and/or their renounees (if applicable) shall be solely responsible to seek advice from their legal and/or professional advisers as to the laws of the countries or jurisdictions to which they are or might be subject. The Parties shall not accept any responsibility or liability whatsoever in the event any acceptance or renunciation made by any Entitled Shareholder and/or his renounees (if applicable) is or shall become illegal, unenforceable, voidable or void in any such country or jurisdiction. Such Entitled Shareholders and/or their renounees (if applicable) will also have no claims whatsoever against any of the Parties in respect of their entitlements or to any proceeds thereof.

A copy of the Abridged Prospectus has been registered with the SC. The registration of the Abridged Prospectus should not be taken to indicate that the SC recommends the Rights Issue or assumes responsibility for the correctness of any statement made or opinion or report expressed in the Abridged Prospectus. The SC has not, in any way, considered the merits of the securities being offered for investment. Copies of each of the Documents has also been lodged with the ROC who takes no responsibility for the contents of the Documents. The approval from our shareholders for, among others, the Rights Issue was obtained at our EGM convened on 8 July 2014. The approval from Bursa Securities for, among others, the listing of and quotation for the Rights Shares on the Main Market of Bursa Securities was also obtained vide its letter dated 12 June 2014. However, this is not an indication that Bursa Securities recommends the Rights Issue. The listing of and quotation for the Rights Shares will commence after, among others, receipt of confirmation from Bursa Depository that all the Rights Shares have been duly credited into the CDS Accounts of the successful Entitled Shareholders and/or their renounees (if applicable) and the notices of allotment have been despatched to them.

Our Board has seen and approved all the documentation relating to this Rights Issue including the Documents. They collectively and individually accept full responsibility for the accuracy of the information given and confirm that, after having made all reasonable inquiries and to the best of their knowledge and belief, there are no false or misleading statements or other facts which, if omitted, would make any statement in the Documents false or misleading.

Unless otherwise stated, the unit of currency used in this RSF is RM and sen.

INSTRUCTIONS:

(i) LAST DATE AND TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE PROVISIONAL RIGHTS SHARES:

You are required to submit your completed RSF with the appropriate remittance in RM to our Share Registrars, by ordinary post, by courier or by hand at your own risk, at the address as set out above. The completed RSF, together with the appropriate remittance in RM and other relevant forms (if applicable), must be received by our Share Registrars at the address as set out above by **Tuesday, 30 September 2014 at 5.00 p.m. or any such later date and time as our Directors and the Majority Joint Underwriters may, at their absolute discretion, decide and announce, but not less than 2 Market Days before such stipulated date and time ("Closing Date")**.

(ii) ACCEPTANCE OF THE PROVISIONAL RIGHTS SHARES AND PAYMENT

The entitlements under the Rights Issue is renounceable in full or in part. You are always entitled to accept part of your entitlement to the Provisional Rights Shares, PROVIDED ALWAYS that: (a) the minimum number of Rights Shares that may be accepted is 1 Rights Share; and (b) any part acceptance shall be in the multiple of 1 Rights Share. Each completed RSF must be accompanied by the appropriate remittance in RM for the **FULL** and **EXACT** amount payable for the Rights Shares accepted, in the form of **Banker's Draft or Cashier's Order or Money Order or Postal Order** drawn on a bank or post office in Malaysia and made payable to "**BUMI ARMADA RIGHTS ACCOUNT**", crossed "**ACCOUNT PAYEE ONLY**" and endorsed on the reverse side with your name, address and CDS Account number in block letters to be received by our Share Registrars at the address as set out above **by the Closing Date**. The payment must be made for the **FULL** and **EXACT** amount payable for the Rights Shares accepted.

Any excess or insufficient payment may be rejected at the absolute discretion of our Board. Cheques or other modes of payment not prescribed herein are not acceptable. No acknowledgement of receipt of the RSF or the application monies will be made by our Company or our Share Registrars in respect of the Rights Shares. However, if your application is successful, you will be allotted with your Rights Shares, and a notice of allotment will be issued and despatched to you by ordinary post to the address as shown on our Record of Depositors (at your own risk) within 8 Market Days from the Closing Date or such other period as may be prescribed or allowed by Bursa Securities. In respect of unsuccessful or late applications or partially successful applications, the full amount or the surplus application monies, as the case may be, will be refunded without interest by ordinary post to the address as shown on our Record of Depositors (at your own risk) within 15 Market Days from the Closing Date.

If the acceptance of and payment (in the manner specified in the Abridged Prospectus or this RSF) for the Provisional Rights Shares allotted to you (whether in full or in part) are not received by our Share Registrars by the **Closing Date**, the Provisional Rights Shares to you or the remainder thereof (as the case may be) will be deemed to have been declined and will be cancelled. Proof of time of postage shall not constitute as proof of time of receipt by our Share Registrars. The Rights Shares which are not taken up or cannot be taken up or not validly taken up by the Closing Date, including any fractional entitlements thereof, shall be made available for excess applications.

(iii) APPLICATION FOR THE EXCESS RIGHTS SHARES AND PAYMENT

If you and/or your renounees (if applicable) wish to apply for the Excess Rights Shares, please complete **Part II** of this RSF (in addition to **Parts I and III**) and forward it together with a **separate remittance** made in RM for the **FULL** and **EXACT** amount payable in respect of the Excess Rights Shares applied for, in the form of **Banker's Draft or Cashier's Order or Money Order or Postal Order** drawn on a bank or post office in Malaysia and made payable to "**BUMI ARMADA EXCESS RIGHTS ACCOUNT**", crossed "**ACCOUNT PAYEE ONLY**" and endorsed on the reverse side with your name, address and CDS Account number in block letters to be received by our Share Registrars at the address as set out above **by the Closing Date**. The payment must be made for the **FULL** and **EXACT** amount payable for the Excess Rights Shares applied for.

It is the intention of our Board to allot the Excess Rights Shares, if any, in a fair and equitable manner to the Entitled Shareholders and/or their renounees (if applicable) who have applied for the Excess Rights Shares in the following order of priority:

- firstly, to minimise the incidence of odd lots; and
- thereafter, on a pro-rata basis to the Entitled Shareholders and/or their renounees (if applicable) (save for the Excluded Parties) who have applied for the Excess Rights Shares, based on their entitlements (including those Provisional Rights Shares purchased by or transferred to the renounees for the period up to the last date and the time for the sale and transfer of the Provisional Rights Shares as set out in the Abridged Prospectus) on a board lot basis (subject to the number of Excess Rights Shares applied for).

Nevertheless, our Board reserves the right to allot any Excess Rights Shares applied for in such manner as it deems fit and expedient, and in the best interest of our Company, subject always to such allocation being made on a fair and equitable basis, and that the intention of our Board as set out in the basis of allotment of the Excess Rights Shares above is achieved. Our Board also reserves the right at its absolute discretion to accept any application for the Excess Rights Shares, in full or in part, without assigning any reason therefor.

Any excess or insufficient payment may be rejected at the absolute discretion of our Board. Cheques or other modes of payment not prescribed herein are not acceptable. No acknowledgement of receipt of the RSF or the application monies will be made by our Company or our Share Registrars in respect of the Excess Rights Shares. However, if your application is successful, you will be allotted with the Excess Rights Shares, and a notice of allotment will be issued and despatched to you by ordinary post to the address as shown on our Record of Depositors (at your own risk) within 8 Market Days from the Closing Date or such other period as may be prescribed or allowed by Bursa Securities. In respect of unsuccessful or late applications or partially successful applications for Excess Rights Shares, the full amount or the surplus application monies, as the case may be, will be refunded without interest by ordinary post to the address as shown on our Record of Depositors (at the applicant's own risk) within 15 Market Days from the Closing Date.

(iv) SALE OR TRANSFER OF THE PROVISIONAL RIGHTS SHARES

Subject to the restrictions on the offering, selling and transfer applicable to the Provisional Rights Shares and the Rights Shares as set out in **Appendix III** of the Abridged Prospectus, as well as the provisions of **Section 11.8** of the Abridged Prospectus as the Provisional Rights Shares are prescribed securities, should you wish to sell or transfer, all or part of your entitlement to the Provisional Rights Shares to 1 or more persons, you may do so through your stockbroker for the period up to the last date and time for the sale or transfer of the Provisional Rights Shares (in accordance with the Rules of Bursa Depository) without first having to request for a split of the Provisional Rights Shares standing to the credit of your CDS Account. You may sell such entitlement on Bursa Securities for the period up to the last date and time for the sale of the Provisional Rights Shares (in accordance with the Rules of Bursa Depository) or transfer such entitlement to such persons as may be allowed under the Rules of Bursa Depository for the period up to the last date and time for the transfer of the Provisional Rights Shares (in accordance with the Rules of Bursa Depository).

In selling or transferring all or part of your Provisional Rights Shares, you are not required to deliver any document, including this RSF, to any stockbroker. You are however advised to ensure that you have sufficient number of Provisional Rights Shares standing to the credit of your CDS Account before selling or transferring.

If you have sold or transferred only part of the Provisional Rights Shares, you may still accept the balance of the Provisional Rights Shares not sold or transferred by completing **Parts I and III** of this RSF and forwarding this RSF together with the appropriate remittance in RM for the **FULL** and **EXACT** amount payable for the balance of the Provisional Rights Shares accepted, to our Share Registrars in accordance with the instructions as set out in (ii) above.

Renounees may obtain a copy of the Abridged Prospectus and this RSF from their stockbroker, our Share Registrars or Bursa Securities' website at <http://www.bursamalaysia.com>.

(v) GENERAL INSTRUCTIONS

- All documents submitted together with this RSF constitute part and parcel of the application. Incomplete applications will not be accepted.
- RSF defaced by erasures or any kind of correcting fluid may result in the application being not accepted at the absolute discretion of our Board. Every amendment must be clearly legible and should be countersigned in full by the applicant.
- All applicants must sign on this RSF. All corporate bodies must affix their Common Seal.
- A Malaysian Revenue Stamp (not postage stamp) of RM10.00 must be affixed on this RSF.
- The Rights Shares applied by you and/or your renounees (if applicable) will be credited into your and/or your renounees' respective CDS Accounts as stated in this RSF or the exact CDS Account appearing in our Record of Depositors.
- Any interest or other benefit accruing on or arising from or in connection with any remittances shall be for the sole benefit of our Company and we shall not be under any obligation to account for such interest or other benefit to you.
- The contract arising from the acceptance of the Provisional Rights Shares by you shall be governed by and construed in accordance with the laws of Malaysia and you shall be deemed to have irrevocably and unconditionally submitted to the exclusive jurisdictions of the courts of Malaysia in respect of any matter in connection with this RSF and the contract arising therefrom.
- Applications shall not be deemed to have been accepted by reason of the remittance being presented for payment. Our Board reserves the right at its absolute discretion not to accept any application or to accept any application in part only without assigning any reason therefor.