

Pac Lease Berhad
Proposed Issuance of CP/MTN Programme of up to RM1.0 billion

(1) Other terms and conditions

- (i) Tenure of facility /programme : In addition to item titled “Tenure of facility/programme”.

CP/MTN Programme

The tenure of the CP/MTN Programme is up to seven (7) years from the date of first issuance of the CPs/MTNs under the CP/MTN Programme, provided that the first issuance of the Notes under the CP/MTN Programme shall be made within sixty (60) business days from the date of Lodgement.

Tenure of the CPs to be issued

The tenure of each of the CPs to be issued shall be at least one (1) month and not more than twelve (12) months, as the Issuer may select, provided always that no CPs shall mature after the expiry of the CP/MTN Programme.

Tenure of the MTNs to be issued

The tenure of each of the MTNs to be issued shall be at least one (1) year and up to seven (7) years as the Issuer may select, provided that no MTNs shall mature after the expiry of the CP/MTN Programme.

- (ii) Redemption : Unless previously redeemed or purchased and cancelled, the Notes will be redeemed by the Issuer at one hundred percent (100%) of their nominal value on their respective maturity dates.

- (iii) Interest/Coupon (%) : CPs
Not applicable as the CPs will be issued at a discount without coupon.

MTNs

The coupon rate, which may be either on a fixed or floating basis, will be agreed between the Issuer and the Joint Lead Managers prior to issuance of the respective MTNs.

- (iv) Interest/Coupon payment frequency : CPs
Not applicable as the CPs will be issued without

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coupon.

MTNs

For MTNs issued with coupon, the coupon payment frequency shall be on semi-annual basis or such other payment frequency to be agreed between the Issuer and the Joint Lead Managers prior to issuance of each MTN.

- (v) Interest/Coupon payment basis : CPs
Actual/365 days.

MTNs

Actual/365 days.

- (vi) Form and denomination : The Notes shall be issued in accordance with MyClear Rules and Procedures. Each series of the Notes shall be represented by a global certificate to be deposited with Bank Negara Malaysia (“**BNM**”) and shall be in bearer form. No physical delivery of the Notes is permitted.

The denomination of the Notes shall be RM1,000 or in multiples of RM1,000 at the time of issuance.

- (vii) Status : The Notes shall constitute direct, unsubordinated, unsecured and unconditional obligation of the Issuer and will at all times rank pari passu in all respect without preference or priority among themselves (except those obligations preferred by applicable laws).

- (viii) Mode of Issue : In addition to item titled “Mode of issue”:

Direct placement/Private placement on a best effort basis or bought deal basis or book building/book running on a best effort basis.

The mode of issue is subject to the agreement and upon such terms and conditions as may be mutually agreed between the Issuer and the Joint Lead Managers, or primary subscribers, as the case may be.

Issuance of Notes under the CP/MTN Programme shall be in accordance with:

- (i) the Operational Procedures for Securities

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Services and Operational Procedures for Malaysian Ringgit Settlement in the Real Time Electronic Transfer of Funds and Securities System issued by Malaysian Electronic Clearing Corporation Sdn Bhd (“**MyClear**” or its successors-in-title or successor in such capacity); and

- (ii) the Participation and Operation Rules for Payment and Securities Services issued by MyClear,

as amended and/or substituted from time to time (“**MyClear Rules and Procedures**”).

- (ix) Interest on late payment : In the event of any overdue payment of any sums due under the Notes, the Issuer shall pay compensation at the rate of one percent (1%) per annum above the Prescribed Rate which is defined below:

- (a) In relation to the CPs holders, the applicable yield of the relevant CPs;

- (b) In relation to the MTNs holders, the coupon rate of the relevant MTNs.

- (x) Taxation : All payments by the Issuer shall be made without withholding or deductions for or on account of any present or future tax, duty or charge of whatsoever nature imposed or levied by or on behalf of the Government of Malaysia, or any authority thereof or therein having power to tax unless such withholding or deduction is required by law.

In the event that such withholding or deduction is required by law, the Issuer shall be obliged to gross up for such withholdings or deductions.

- (xi) Trustees’ Reimbursement Account : The Trustee shall open and maintain, throughout the tenure of the CP/MTN Programme, an account in respect of the CP/MTN Programme (the “**Account**”) with the sum of Ringgit Malaysia Thirty Thousand (RM30,000.00) in the Account, which amount may be obtained from the first issuance proceeds.

The Account shall be operated solely by the Trustee and the money shall be used strictly by the Trustee in carrying out its duties in relation to

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the occurrence of an Event of Default in the manner to be provided in the Trust Deed.

The monies in the Account may be invested in bank deposit, instruments or securities in the manner as provided in the Trust Deed, with interest from the investment to be accrued to the Issuer. The moneys in the Account shall be returned to the Issuer upon full redemption of the Notes and cancellation of the CP/MTN Programme if no Event of Default has been declared or enforcement step has been taken by the Trustee.

- (xii) Transaction Documents : The transaction documents include:
- (a) the Programme Agreement;
 - (b) the Trust Deed;
 - (c) the Securities Lodgement Form; and
 - (d) any other relevant documentation which may be advised by the Solicitors and mutually agreed by the Issuer and the Joint Lead Arrangers.
- (xiii) Legal cost, cost and expenses : All costs, legal fees, stamp duty and any other incidental expenses, where applicable shall be borne by the Issuer irrespective of whether the CP/MTN Programme is utilised.
- (xiv) Details on utilisation of proceeds by the Issuer : The proceeds from the CP/MTN Programme shall be utilised by the Issuer for general working capital purposes, including refinancing of any existing and/or future borrowings.
- (xv) Option to upsize : In addition to item titled "Option to upsize", the Issuer shall have the option to upsize the CP/MTN Programme and for the avoidance of doubt, the Noteholders shall via the Trust Deed provide their upfront consent for any upsizing of the CP/MTN Programme provided that:
- (i) such increase shall not result in an adverse impact on the rating of the CP/MTN Programme;
 - (ii) the relevant regulatory approvals have been obtained (if applicable); and
 - (iii) the relevant requirements under the

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Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework issued by the SC on 9 March 2015 in relation to such upsizing have been complied with.

Any upsizing of the programme limit shall be subject to the approval of all regulatory authorities being obtained (if applicable).

- (xvi) Other conditions : The Notes shall at all times be governed by the guidelines issued and to be issued from time to time by the SC, BNM and/or MyClear having jurisdiction over matters pertaining to the Notes.
- (xvii) Disclosure : Neither the Issuer nor its respective board members have been (a) convicted or charged with any offence under any securities laws, corporation laws or other laws involving fraud or dishonesty in a court of law and no action has been initiated against the Issuer or its respective board members for breaches of the same for the past ten years prior to the Lodgement; or (b) subjected to any action by the stock exchange for any breach of the listing requirements or rules issued by the stock exchange, for the past five years prior to the Lodgement.