

**POTENSI ANGKASA SDN BHD (“ISSUER”)  
 PROPOSED ESTABLISHMENT OF COMMERCIAL PAPER / MEDIUM TERM NOTE PROGRAMME OF  
 RM90.0 MILLION ONLY IN NOMINAL VALUE AND ISSUANCE OF COMMERCIAL PAPERS AND  
 MEDIUM TERM NOTES THEREUNDER**

<b>Other terms and conditions</b>	
<b>a) Details of Utilisation of Proceeds by Issuer</b>	<p>The proceeds from the CP/MTN Programme shall be utilised to finance investment activities, capital expenditure, working capital requirements and/or other general corporate purposes (including but not limited to future operating expenses and financing expenses, i.e. the fees and expenses relating to the CP/MTN Programme) of Urban DNA.</p> <p><b><u>Notes:</u></b></p> <p>For purposes of any redemption of maturing Notes under the CP/MTN Programme, proceeds from any new issuance of Notes shall be utilised to refinance maturing Notes.</p>
<b>b) Tenure of the issue</b>	<p><b><u>Tenure of the CPs</u></b>                  One (1) month and up to twelve (12) months as the Issuer may select.</p> <p><b><u>Tenure of the MTNs</u></b>                  Above one (1) year and up to seven (7) years as the Issuer may select.</p>
<b>c) Profit/coupon (fixed or floating)</b>	<p>The coupon rates for the Notes shall be determined prior to each issuance. The coupon rate is a fixed rate.</p>
<b>d) Profit/coupon payment frequency</b>	<p>Payable on semi-annual basis or such other frequency to be determined prior to each issuance of the Notes</p>
<b>e) Profit/coupon payment basis</b>	<p>The coupon payment shall be calculated based on the actual number of days over 365 days’ basis or in any event in accordance with the PayNet Rules and Procedures (as defined below).</p>
<b>f) Listing status and types of listing, where applicable</b>	<p>The Notes will not be listed on Main Market or ACE Market of Bursa Malaysia Securities Berhad or any other stock exchanges.</p>
<b>g) Transaction Documents</b>	<p>The documents for the establishment of the CP/MTN Programme are:</p> <ul style="list-style-type: none"> <li>(i) Programme Agreement;</li> <li>(ii) Trust Deed;</li> <li>(iii) Securities Lodgement Form;</li> <li>(iv) Security Trust Deed (if applicable); and</li> <li>(v) Such other relevant documentation which may be advised by the Solicitors.</li> </ul> <p>For each Tranche, the documents are as below:</p> <ul style="list-style-type: none"> <li>(i) Pricing Supplement;</li> </ul>

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	<p>(ii) Subscription Agreement;                  (iii) Deed of Covenants (if applicable);                  (iv) Security Documents; and                  (v) Such other relevant documentation which may be advised by the Solicitors.</p> <p>All the documents and agreements referred to above are collectively referred to as the “<b>Transaction Documents</b>”.</p>
<b>h) Trustees’ Reimbursement Account</b>	<p>The Issuer shall open and maintain a bank account designated as “Trustees’ Reimbursement Account for Debenture holders’ Actions” (as required under the Trust Deeds Guidelines), in which a sum of RM30,000.00 is to be deposited therein (“<b>Trustees’ Reimbursement Account</b>”). The Trustees’ Reimbursement Account shall be operated by the Trustee and the monies shall only be used strictly by the Trustee in carrying out its duties in relation to the occurrence of an Event of Default. The sum of RM30,000.00 in the Trustees’ Reimbursement Account shall be maintained at all times throughout the tenure of the CP/MTN Programme.</p>
<b>i) Status</b>	<p>The Notes will constitute direct, secured and unconditional obligations of the Issuer.</p> <p>As each Tranche is secured by different Secured Assets, therefore they will not rank pari-passu with each other. Each Tranche shall at all times rank at least pari passu with all other present and future unsecured and unsubordinated obligations of the Issuer save and except for those preferred by law and those provided under the Transaction Documents. The Notes secured by the Tranche Security issued within each Tranche shall rank pari passu without any preference or priority among themselves unless otherwise provided under the Transaction Documents.</p>
<b>j) Redemption Maturity</b> at	<p>Unless previously redeemed, purchased and cancelled, the Notes shall be redeemed by the Issuer at their respective nominal value on their respective maturity date(s).</p>
<b>k) Option to Upsize</b>	<p>The Issuer shall have the option to upsize the limit of the CP/MTN Programme, subject to:</p> <p>(i) where relevant, the consents from existing lenders/financiers of the Issuer and the Guarantor being obtained;</p> <p>(ii) if applicable, all relevant regulatory approvals have been obtained by the Issuer and compliance with the conditions, if any, imposed on such approval;</p> <p>(iii) the compliance with all relevant guidelines issued by the SC then prevailing; and</p>

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	<p>(iv) the necessary corporate authorisations of the Issuer being obtained, and pursuant to the Trust Deed, the Noteholders shall be deemed to have consented to such upsizing of the limit of the CP/MTN Programme. No consent is required from the Trustee, the Facility Agent and any other party under the CP/MTN Programme when the option to upsize the limit of the CP/MTN Programme is exercised by the Issuer.</p>
<p><b>I) Taxation</b></p>	<p>All payments by the Issuer shall be made without any 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 Malaysia, or any other applicable jurisdictions, or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law, in which event the Issuer shall:</p> <ul style="list-style-type: none"> <li>(i) ensure that the withholding or deduction does not exceed the minimum legally required;</li> <li>(ii) ensure that the withholding tax declaration and submission requirement as required by law are complied with;</li> <li>(iii) forthwith pay such additional amount so that the payee would receive the full amount which the payee would have received if no such withholding or deductions are made;</li> <li>(iv) pay to the relevant taxation or other authorities, within the period for payment permitted by applicable law, the full amount of the deduction or withholding; and</li> <li>(v) furnish to the relevant payee, upon its request, (1) an official receipt of the relevant taxation or other authorities involved for all amounts deducted or withheld as aforesaid or (2) if such receipts are not issued by the relevant taxation authorities on payments to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding.</li> </ul>
<p><b>m) Form and Denomination</b></p>	<p><b><u>Form</u></b></p> <p>Each issuance of the Notes shall be represented by a global certificate to be deposited with BNM, and is exchanged for definitive bearer form only in certain limited circumstances.</p> <p>The Notes will be prescribed in accordance with (1) the "Participation and Operation Rules for Payment and Securities Services" issued by PayNet and (2) the Operational Procedures for Securities Services, or their replacement thereof (collectively, "<b>PayNet Rules and Procedures</b>") applicable from time to time.</p>

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	<p><b><u>Denomination</u></b></p> <p>The Notes will be in the denomination of RM1,000 and in multiples of RM1,000 thereof or such other denominations as may be allowed by PayNet/BNM.</p>
<b>n) Issue Price</b>	<p>The Notes will be issued at a discount, at par or at a premium to the nominal value, and the issue price shall be determined prior to the issuance and to be agreed between the Issuer and the relevant subscribers.</p>
<b>o) Jurisdiction</b>	<p>Each of the Issuer, the Guarantor and the Security Party shall unconditionally and irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia.</p>
<b>p) Other Conditions</b>	<p>The Notes issued under the CP/MTN Programme shall at all times be governed by the guidelines issued and to be issued from time to time by the SC and BNM over matters pertaining to the Notes.</p>