

**Genting RMTN Berhad****A medium term notes programme of RM10.0 billion in nominal value (“MTN Programme”) guaranteed by Genting Berhad****OTHER TERMS AND CONDITIONS**

<b>(1)</b>	<b>Details on utilisation of proceeds by Issuer</b>	:	The net proceeds from the MTN Programme shall be utilised for the Group’s operating expenses, capital expenditure, investment, refinancing, working capital requirements, general funding requirements and/or other general corporate purposes of the Group.
<b>(2)</b>	<b>Issue Price</b>	:	The MTN shall be issued at par, at premium or at a discount to its nominal value, to be determined prior to the issuance of the MTN, and the issue price shall be calculated in accordance with PayNet Rules and Procedures.
<b>(3)</b>	<b>Status</b>	:	<p>The MTN shall constitute direct, unconditional and unsecured obligations of the Issuer and shall at all times rank pari passu, without discrimination, preference or priority amongst themselves and pari passu with all other present and future unsecured and unsubordinated obligations of the Issuer, subject to those preferred by law and the Transaction Documents.</p> <p>The Guarantee shall constitute direct, unconditional and unsecured obligations of the Guarantor and shall at all times rank pari passu with all other present and future unsecured and unsubordinated obligations of the Guarantor, subject to those preferred by law and the Transaction Documents.</p>
<b>(4)</b>	<b>Interest / coupon rate</b>	:	The coupon rate applicable to each tranche of the MTN may be a fixed rate or a floating rate to be determined prior to the issuance of the MTN.
<b>(5)</b>	<b>Interest / coupon payment frequency</b>	:	<p>Payable on semi-annual basis or such other period as the Issuer and the Joint Lead Managers/relevant investors may agree.</p> <p>Not applicable for MTN with zero coupon.</p>
<b>(6)</b>	<b>Interest / coupon payment basis</b>	:	<p>MTN with coupon: Actual/365 days.</p> <p>MTN with zero coupon: Not applicable.</p>
<b>(7)</b>	<b>Taxation</b>	:	<p>All payments by the Issuer and the Guarantor 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 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.</p> <p>The Issuer and the Guarantor shall not be required to and shall have no obligation to gross up in connection with withholding or deductions.</p>
<b>(8)</b>	<b>Jurisdiction</b>	:	The Issuer and the Guarantor shall unconditionally and irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia.

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<b>(9)</b>	<b>Form and denomination</b>	: <p>The issuance of the MTN under the MTN Programme shall be issued in accordance with</p> <ul style="list-style-type: none"><li>(i) the “Participation Rules for Payments and Securities Services” issued by PayNet (“<b>PayNet Rules</b>”);</li><li>(ii) the “Operational Procedures for Securities Services” issued by PayNet (“<b>PayNet Procedures</b>”) or their replacement thereof (the PayNet Rules and the PayNet Procedures shall collectively be referred to as the “<b>PayNet Rules and Procedures</b>”) applicable from time to time; and</li><li>(iii) any other procedures/guidelines/rules issued by the relevant authorities from time to time (as the same may be amended and/or substituted from time to time).</li></ul> <p>Each tranche of the MTN 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>Subject to the PayNet Rules and Procedures, the denomination of the MTN shall be in Ringgit One Hundred Thousand (RM100,000.00) and in multiples of Ringgit One Hundred Thousand (RM100,000.00) at the time of issuance.</p>
<b>(10)</b>	<b>Issue</b>	: <p>The MTNs may be issued in multiples of RM100,000.00, but subject to the PayNet Rules and other standard conditions including, without limitation, the following:</p> <ul style="list-style-type: none"><li>1) a minimum issue size of RM1 million for each MTN issue;</li><li>2) the issue notice shall be given to the Facility Agent at least seven (7) business days (for the first issuance of MTN) or five (5) business days (for subsequent issuances of MTN) prior to and excluding the date of proposed issuance of the MTN;</li><li>3) the rating for the MTNs are AAA(s) on the first issuance of MTN and for subsequent issuances of MTN, at least AA3(s) on their respective issue dates; and</li><li>4) any amount redeemed may be re-issued.</li></ul>
<b>(11)</b>	<b>Redemption on Maturity</b>	: <p>Unless previously redeemed or purchased and cancelled, the MTN will be redeemed by the Issuer at 100% of their nominal value on their respective maturity dates.</p>
<b>(12)</b>	<b>Listing status and types of listing, where applicable</b>	: <p>The MTN may in the future be listed on Bursa Malaysia Securities Berhad (under the Exempt Regime) and/or any other stock exchange provided that all regulatory approvals are obtained.</p>
<b>(13)</b>	<b>Default Interest</b>	: <p>Interest on overdue amounts shall be payable at 1% per annum plus the prescribed coupon rate of the relevant MTN from and including the relevant due date to but excluding the date of actual payment, calculated based on the actual number of days elapsed and a year of 365 days.</p>

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<b>(14)</b>	<b>Tenure of the MTN</b>	:	<u>Tenure of the MTN Programme</u> Perpetual.  <u>Tenure of MTN</u> Each MTN shall have a tenure of at least one (1) year.
<b>(15)</b>	<b>Conditions for upsizing of the MTN Programme</b>	:	The Issuer shall have the option to upsize the MTN Programme provided that:  (i) such increase will not result in any adverse impact on the rating of the MTN Programme;  (ii) the voting for the MTN Programme is carried out on a “per series” basis and not on a collective basis  (iii) the relevant requirements under the under the LOLA Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework issued by the SC on 9 March 2015 and revised on 11 October 2018 (as amended from time to time) (“ <b>LOLA Guidelines</b> ”) in relation to such upsizing have been complied with;  (iv) the necessary corporate authorisations of the Issuer and the Guarantor have been obtained; and  (v) the relevant regulatory approvals have been obtained.
<b>(16)</b>	<b>Other Conditions</b>	:	The MTN shall at all times be governed by the guidelines issued and to be issued from time to time by the SC, BNM, PayNet and/or any other authority in Malaysia having jurisdiction over matters pertaining to the MTN and the MTN Programme.
<b>(17)</b>	<b>Definitions</b>		
	<b>Material Adverse Effect</b>	:	means any material and adverse effect on the business or financial condition of the Issuer or the Guarantor (as the case may be) which may materially and adversely affect the ability of the Issuer or the Guarantor (as the case may be) to perform any of their respective material obligations under the Transaction Documents.
	<b>Subsidiary</b>		means, with respect to any person, any corporation, partnership, association or other business entity which (a) has the meaning ascribed to it in Section 4 of the Companies Act, 2016 of Malaysia; or (b) whose financial statements are, in accordance with generally accepted accounting principles consolidated with those of such person or corporation.
	<b>Transaction Documents</b>	:	Such documentation shall include, but are not be limited to, the following:  (i) the Programme Agreement;  (ii) the Trust Deed;  (iii) the Subscription Agreement;

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			(iv) the Guarantee;
			(v) the Security Agency Agreement;
		(iii)	the MTN represented by the Global Certificates or the Definitive Certificates;
		(iv)	the Securities Lodgement Form; and
		(v)	all other agreements executed or to be executed by the Issuer and/or the Guarantor in connection with the MTN and agreed by the Issuer, the Guarantor and the Trustee to be designated as a Transaction Document, and includes any amendments, variations and/or supplementals made or entered into from time to time and references to “ <b>Transaction Document</b> ” shall mean any one of them.