

YTL CORPORATION BERHAD
A MEDIUM TERM NOTES (“MTN”) PROGRAMME (“MTN PROGRAMME”) OF UP TO RM5.0 BILLION IN NOMINAL VALUE.

Other terms and conditions

Coupon rate : The coupon payment payable on any relevant Coupon Payment Date (as defined below), is calculated at the Coupon Rate (as defined below) on the nominal value of the relevant MTNs for the relevant Coupon Payment Period (as defined below) based on the Coupon Payment Basis (as defined below).

“Coupon Payment Date” means the last day of each Coupon Payment Period.

Not applicable for MTNs without coupon payment.

The coupon payment rate per annum (if applicable) (**“Coupon Rate”**) for each of the MTNs shall be determined prior to each issuance of the MTNs.

Profit coupon/rental payment frequency : Payable semi-annually in arrears commencing six (6) months after the relevant issue date of the MTNs (**“Coupon Payment Period”**).

Profit/coupon/rental payment basis : The coupon payment will be calculated on actual/365 days basis (**“Coupon Payment Basis”**).

Details on utilisation of proceeds by Issuer : The proceeds raised from the Notes issued under the Bond Programmes shall be utilised:-

- (i) To refinance borrowings (whether wholly or in part), of the Issuer and its subsidiaries (**“YTL Corp Group”**);
- (ii) To finance capital expenditure/investments and for working capital requirements of the YTL Corp Group;
- (iii) To finance future projects and/or investments of the YTL Corp Group; and/or
- (iv) To meet all expenses in relation to the Bond Programmes.

Upsizing of the Bond Programmes : The Issuer has the option to upsize the limit of the Bond Programmes at any time and from time to time subject to the following being fulfilled prior to the exercise of the option to upsize by the Issuer:

- (i) the compliance with the relevant requirements under the LOLA Guidelines in relation to such upsizing; and

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- (ii) the relevant regulatory approvals (if applicable) and necessary corporate authorisations of the Issuer being obtained,

and the Noteholders shall be deemed to have hereby consented upfront to such upsizing of the limit of the Bond Programmes. For the avoidance of doubt, no consent is required from the Trustee, the Facility Agent and any other party under the Bond Programmes when the upsizing of the limit of the Bond Programmes is exercised by the Issuer and no consent from the Noteholders at that time is required for the purposes of the upsizing of the programme limit. The Trustee is authorised to concur with the Issuer in making any modifications to the Trust Deed and the other Transaction Documents to give effect to any matters arising from or in connection with the Option to Upsize.

Listing status and types of listing, where applicable : The Notes may be listed on Bursa Malaysia Securities Berhad (under an Exempt Regime).

Status : The Notes shall constitute direct, unconditional and unsubordinated obligations of the Issuer and shall at all times rank pari passu, without discrimination, preference or priority amongst themselves and at least 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.

Form and Denomination : The Notes shall be issued in accordance with:

- (a) the Participation Rules for Payments and Securities Services issued by PayNet (“**PayNet Rules**”); and
- (b) the Operational Procedures for Securities Services issued by PayNet, as amended or replaced from time to time (“**PayNet Procedures**”)

(collectively, “**PayNet Rules and Procedures**”).

Form

The Notes shall be represented by a global certificate to be deposited with BNM and may be exchanged for definitive bearer form only in certain limited circumstances.

Denomination

The denomination of the Notes shall be RM1,000.00 or in multiples of RM1,000.00 at the time of issuance.

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Issue : The Notes may be issued in multiples of RM1,000.00 but subject to the PayNet Rules and Procedures and other standard conditions including, without limitation, the following:

- (1) a minimum issue size of RM10,000,000.00 for each issue; and
- (2) the issue notice shall be given to the Facility Agent at least seven (7) business days (for the first issue) or five (5) business days (for subsequent issues) prior to and excluding the date of proposed issue, or such shorter period as may be agreed by the Facility Agent.

Issue Tenure : Each MTNs shall have a tenure of more than one (1) year and up to twenty-five (25) years from the date of the issuance, as the Issuer may elect, provided that all the MTNs shall mature prior to the expiry of the MTNs Programme.

Redemption : Unless previously redeemed or purchased and cancelled, the Notes will be redeemed by the Issuer at par on the relevant maturity date.

Transaction Documents : The Transaction Documents in respect of the Bond Programmes shall include the following documents:

- (i) the Programme Agreement;
- (ii) the Trust Deed;
- (iii) the Subscription Agreement;
- (iv) the Securities Lodgement Form; and
- (v) other documents of whatsoever nature executed or to be executed in connection with or pursuant to any of the above documents or otherwise in connection with the Bond Programmes and the Notes, including any supplemental document(s) thereof,

and references to a “**Transaction Document**” shall mean each or any one of them. The Transaction Documents may be used to govern the provisions of any other notes or corporate bonds issued by the Issuer in compliance with the LOLA Guidelines and subject to the PayNet Rules and Procedures on terms mutually agreed with the respective parties to the Transaction Documents.

By way of clarification, any specific term and condition for any Series shall be specified in the pricing supplement and the Subscription Agreement to which such particular Series relate and to be agreed between the Issuer, where applicable, the Lead Manager and the investors for such

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particular Series, and such specific term and condition for any Series may include without limitation to:

- (a) the details of utilisation of proceeds from such particular Series;
- (b) the conditions precedent for the issuance of such particular Series; and
- (c) the representations, covenants and events of default for such particular Series.

**Trustees’
Reimbursement
Account for
Noteholders’
Actions (“TRA”)**

- : The Trustee (on behalf of the Issuer) shall open and maintain a TRA with a bank acceptable to the Issuer, PA/LA and the Trustee wherein a sum of RM30,000.00 shall be deposited and maintained in the TRA by the Issuer.

The TRA 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 or enforcement events in the manner as provided in the Trust Deed. This sum of money shall be maintained in the TRA at all times throughout the tenure of the Bond Programmes.

Taxation

- : All payments by the Issuer shall be made subject to 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 provided that no such additional amounts shall be required to be paid by the Issuer in respect of such deduction or withholding.

**Repurchase and
Cancellation**

- : The Issuer may at any time purchase the Notes at any price in the open market or by private treaty, but these purchased shall be cancelled and cannot be reissued.

Jurisdiction

- : The Issuer shall unconditionally and irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

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, and/or BNM having jurisdiction over matters pertaining to the Notes.