

- (1) **Other terms and conditions** :
- (i) **Details on utilisation of proceeds by Issuer** : The proceeds from the ASEAN Green MTN Facility shall be utilised for the following purposes:
- (a) To refinance the outstanding medium term notes guaranteed by Danajamin Nasional Berhad of RM400.0 million ("**Guaranteed MTNs**") including any accrued interest thereto;
 - (b) To repay related company's advances; and
 - (c) To defray any fees and expenses in relation to the ASEAN Green MTN Facility.
- (ii) **Tenure of the MTNs** : One (1) to ten (10) years
- (iii) **Interest / Coupon Rate** : To be determined closer to the point of issuance.
- (iv) **Interest / Coupon Payment Frequency** : Semi-annual.
- (v) **Interest / Coupon Payment Basis** : The coupon payment basis shall be on actual / 365-days basis.
- (vi) **Project** : The privatisation of the construction, development and financing of the gateway@KLIA2.
- (vii) **Redemption** : Unless previously redeemed or purchased and cancelled, the ASEAN Green MTN shall be redeemed by the Issuer at one hundred per centum (100%) of their nominal value on their respective maturity dates or upon declaration that an Event of Default has occurred in respect of the ASEAN Green MTN, whichever is earlier.
- (viii) **Cash Deficiency Support** : WCT Holdings shall execute a letter ("**Cash Deficiency Support Guarantee**") to guarantee the payment to the holders of the ASEAN Green MTNs of up to RM135.0 million in the event that the Issuer fails to procure the

Refinancing Facility, twelve (12) months prior to the final repayment date of the ASEAN Green MTN Facility.

For the avoidance of doubt, the Cash Deficiency Support shall be reduced by the amount of cash transferred from the RA into the DSRA and/or the Refinancing Facility procured. The aggregate of the amount of cash transferred from the RA into the DSRA and the Refinancing Facility and the Cash Deficiency Support shall equal to RM135.0 million.

The Cash Deficiency Support shall be in the form of either:-

- (i) a cash payment directly into the DSRA; or
- (ii) an irrevocable and unconditional bank guarantee to be procured by WCT Holdings (in form and substance satisfactory to the Security Agent)(**"Bank Guarantee"**):
 - (a) Provided by a bank with a minimum rating of AA- or its equivalent (**"Minimum Rating Requirement"**) and which shall be for the benefit of the Security Agent**;
 - (b) Providing for no recourse to the Issuer for the provider of such bank guarantee;
 - (c) Providing that such bank guarantee shall be valid and effective up to the final repayment date of the ASEAN Green MTN Facility.

* For the avoidance of doubt, the Bank Guarantee shall only be called upon:-

- (a) a declaration of an Event of Default; and/or
- (b) the Issuer has failed to meet its final repayment obligation.

** If the provider of the bank guarantee no longer meets the Minimum Rating Requirement, WCT Holdings shall replace the bank guarantee with a bank guarantee issued by a bank which meets the Minimum Rating Requirement.

- (ix) **Transaction Documents** : The transaction documents shall include the following:
- (a) the Facility Agreement;
 - (b) Trust Deed;
 - (c) the Subscription Agreement;
 - (d) the Cash Deficiency Support Guarantee;
 - (e) the Securities Lodgement Form;
 - (f) the security documents; and
 - (g) such other agreements as may be advised by the solicitors.
- (x) **Conditions subsequent** :
- (i) Within ten (10) business days from the issue date of the ASEAN Green MTN, the Issuer shall deliver to the PA/LA documentary evidence of:-
 - (a) the discharge over the designated accounts assigned and charge by the Issuer in favour of AmInvestment Bank as security agent for the FGI Facility (“**FGI SA**”) under the FGI Facility (“**FGI Designated Accounts**”); and
 - (b) the discharge documents in respect of the FGI Designated Accounts have been duly executed and where applicable, stamped or endorsed as being exempted from stamp duty and presented for registration.
 - (ii) Within twenty (20) business days from the issue date of the ASEAN Green MTN, the Issuer shall deliver to the PA/LA documentary evidence of:
 - (a) the discharge over the security created in favour of AmInvestment Bank as security agent for the FGI Facility (“**FGI SA**”);
 - (b) discharge documents in respect of the security created in favour of the FGI SA as security for the FGI Facility have been duly executed and where applicable, stamped or endorsed as being exempted from stamp duty and presented for registration; and
 - (c) that all associated notices of assignment and acknowledgements in respect thereof shall have been made/received.

- (iii) **Listing status and types of listing, where applicable** : The ASEAN Green MTN will not be listed on Bursa Malaysia Securities Bhd or any other stock exchange.
- (iv) **Status** : The ASEAN Green MTN shall constitute direct, secured, unsubordinated and unconditional obligations of the Issuer ranking *pari passu* in all respects without discrimination, preference or priority amongst themselves and at least rank *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, except for those preferred by law and the Transaction Documents.
- (v) **Jurisdiction** : The Issuer shall unconditionally and irrevocably submit to the jurisdiction of the courts of Malaysia.
- (vi) **Form and Denomination** : Form
- Each issuance of the ASEAN Green MTN shall be represented by a global certificate to be deposited with Bank Negara Malaysia (“**BNM**”), and is exchanged for definitive bearer form only in certain limited circumstances.
- The ASEAN Green MTN will be prescribed in accordance with (1) the “Participation and Operation Rules for Payment and Securities Services (“**PayNet Rules**”) issued by PayNet and (2) the Operational Procedures for Securities Services (“**PayNet Procedures**”), or their replacement thereof (collectively the “**PayNet Rules and Procedures**”) applicable from time to time.
- Denomination
- Each ASEAN Green MTN shall be issued in the denomination of not less than RM1.0 million and multiples of RM1.0 million or such other denominations as may be allowed by PayNet/BNM.
- (vii) **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 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 payer shall be required to make 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.

- (viii) **Fees & Expenses** : All costs and expenses in relation to the ASEAN Green MTN Facility (including legal fees, out of pocket expenses, reasonable traveling expenses and all goods and services, value added and other duties or taxes payable on such cost and expenses) whether on an abortive basis or otherwise shall be for the account of the Issuer and on a full indemnity basis.
- (ix) **Trustees' Reimbursement Account** : The Issuer shall open and maintain an interest-bearing bank account designated as the "Trustees' Reimbursement Account" (as required under SC's Trust Deeds Guidelines), in which a sum of RM30,000.00 is to be deposited ("**Trustees' Reimbursement Account**"). 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 Events of Default or enforcement events which are provided in the Trust Deed. The sum of RM30,000.00 in the Trustees' Reimbursement Account shall be maintained at all times throughout the tenure of the ASEAN Green MTN Facility.
- (x) **Material Adverse Effect** means, in relation to any event, the occurrence of which, has a material and adverse effect on:-
(i) the ability of the Issuer to perform any of its obligations under the ASEAN Green MTN Facility and/or
(ii) the assets, business or condition (financial or otherwise) and operations of the Issuer; and/or
(iii) the rights or remedies of the Trustee or the Noteholders under the Transaction Documents.
- (xi) **Other Conditions** : The ASEAN Green MTN shall at all times be governed by the guidelines issued and to be issued from time to time by the SC, BNM and PayNet with respect to

matters pertaining to the ASEAN Green MTN and the ASEAN Green MTN Facility.

**(xii) Disclosure of :
the following**

**(a) If the Issuer : None
or its board
members
have been
convicted
or charged
with any
offence
under any
securities
laws,
corporation
laws or
other laws
involving
fraud or
dishonesty
in a court of
law, or if
any action
has been
initiated
against the
Issuer or its
board
members
for
breaches of
the same,
for the past
ten years
prior to the
lodgement/
since
incorporati
on (for
Issuer
incorporate
d less than
ten years)**

**(b) If the Issuer : None
has been
subjected
to any
action by
the stock
exchange
for any
breach of
the listing
requiremen
ts or rules
issued by
the stock
exchange,
for the past
five years
prior to the
lodgement**