

**OTHER TERMS AND CONDITIONS**

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| (i) Status   | The MTN, pursuant to the relevant Transaction Documents, shall constitute direct, unconditional and unsubordinated obligations of the Issuer and shall at all times rank pari passu, without any 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.  |
| (ii) Taxation  | 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 be required to 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.  |
| (iii) Details on utilisation of proceeds raised from the MTN Programme | <p>Proceeds raised from the issuance of MTN under the MTN Programme shall be utilised for the following purposes:</p> <ul style="list-style-type: none"><li>(a) refinancing the existing borrowings or financing facilities of the Issuer;</li><li>(b) funding the relevant designated account(s) in relation to the relevant tranche;</li><li>(c) part-financing future capital expenditures including reimbursement to the Issuer, subject to a margin of financing to be agreed by the Issuer, the relevant subscriber(s) and the Lead Arranger;</li><li>(d) part-financing and/or reimbursing working capital requirements of the Issuer;</li><li>(e) refinancing the maturing MTN under the MTN Programme on their respective maturity date; and</li><li>(f) defraying all relevant expenses incurred under the MTN Programme, if applicable.</li></ul> |

**Tranche 1 MTN**

Proceeds raised from the issuance of Tranche 1 MTN under the MTN Programme shall be utilised for the following purposes:

- (i) to refinance the outstanding amount of the Existing Credit Facility;
- (ii) to deposit into the Tranche 1 DSRA to meet the Minimum Required Balance in relation to Tranche 1 MTN, if applicable; and

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	(iii)	to defray the fees and expenses in relation to the MTN Programme, if applicable.
(iv)	Coupon payment frequency	<p>The coupon payments are payable on a monthly, quarterly, semi-annually or such other coupon period as the Issuer and the Lead Manager may agree prior to the date of issuance of the MTN.</p> <p>For Tranche 1 MTN, the coupon period shall be on a quarterly basis.</p>
(v)	Coupon rate	The coupon rate for the MTN shall be on fixed or floating rate basis, to be determined and agreed between the Issuer and the Lead Manager prior to or at the point of each issuance of the MTN under the MTN Programme.
(vi)	Issue Price	The MTN may 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 subscriber(s).
(vii)	Form and Denomination	<p><b><u>Form</u></b></p> <p>Each issuance 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>The MTN will be prescribed in accordance with (1) the Participation Rules to Payments and Securities Services issued by BNM and (2) the Operational Procedures for Securities Settlement issued by BNM, or their replacement thereof (collectively, "<b>BNM Rules and Procedures</b>") applicable from time to time.</p> <p><b><u>Denomination</u></b></p> <p>The MTN will be in the denomination of RM1,000 or in multiples of RM1,000 thereof or such other denominations as may be allowed by BNM.</p>
(viii)	Tenure of the MTN	<p><b><u>Tranche 1 MTN</u></b></p> <p>Tranche 1 MTN shall have a tenure of at least one (1) year and up to seven (7) years from the issue date and redemption is in accordance with the Mandatory Scheduled Redemption of Tranche 1 MTN.</p> <p><b><u>Subsequent tranches (other than Tranche 1 MTN)</u></b></p> <p>The tenure of the subsequent tranches of MTN (other than Tranche 1 MTN) shall be at least one (1) year and up to fifteen (15) years, as the Issuer may elect, provided that the maturity date of the relevant MTN issued shall not fall on such date which is beyond the expiry of the tenure of the MTN Programme.</p>

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| (ix) | Listing status and types of listing | The MTN will not be listed on Bursa Malaysia Securities Berhad or any other stock exchanges.   |
| (x)  | Jurisdiction                        | The Issuer shall unconditionally and irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.   |
| (xi) | Trustee's Reimbursement Account     | The Issuer shall open and maintain a bank account designated as "Trustee's Reimbursement Account" (as required under the Guidelines on Trust Deeds), in which a sum of RM100,000.00 is to be deposited (" <b>Trustee's Reimbursement Account</b> "). The Trustee's 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 any of the Events of Default which are provided in the Trust Deed. The sum of RM100,000.00 in the Trustee's Reimbursement Account shall be maintained at all times throughout the tenure of the MTN Programme. |
- (xii) Definitions
- (a) "**ESG**" means environment, social and governance;
  - (b) "**ESG Claims**" means any notice, claim, proceeding or investigation in connection with any ESG Law and/or ESG Permit by any person or entity.
  - (c) "**ESG Law**" means all applicable environment, social and governance laws and regulations, in the jurisdiction(s) in which the Issuer operates and conducts business, which relate to the protection and/or violation of environmental, social and governance issues.
  - (d) "**ESG Permits**" means any applicable permit, license, certification and/ or other authorisation that is required under any ESG Law to carry on its operation and business.
  - (e) "**Existing Credit Facilities**" means the existing syndicated term loan facility of Ringgit Malaysia One Hundred Forty Million (RM140,000,000) granted by the Existing Financier.
  - (f) "**Existing Financier**" means United Overseas Bank (Malaysia) Bhd.
  - (g) "**Material Adverse Effect**" means, in relation to any event, the occurrence of which in the reasonable opinion of the Trustee may materially and adversely affect:
    - (i) the assets, business or financial condition, operations, performance or prospects of the Issuer;
    - (ii) the ability of the Issuer to perform any of its obligations under any of the Transaction Documents; or
    - (iii) the legality, validity, binding nature or enforceability of the Issuer's obligations and/or the right or remedies of the Trustee or the Noteholders under the Transaction Documents.
  - (h) "**Permitted Security Interests**" means:-
    - (i) security interests created pursuant to the Transaction Documents;
    - (ii) security interests created pursuant to the Permitted Indebtedness;

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- (iii) security interests created with the prior written consent of the Trustee; or
  - (iv) liens arising in the ordinary course of business by operation of law and not by way of contract.
- (i) **“Permitted Indebtedness”** means:-
- (i) the MTN;
  - (ii) financing facilities of up to RM10,000,000 in aggregate in respect of any hire purchase or leasing of equipment, goods or vehicles incurred or assumed by the Issuer for the purpose of its business;
  - (iii) any shareholders’ loans/financings or advances which are subordinated.
- (j) **“Primary Subscriber(s)”** means:-
- (i) in relation to Tranche 1 MTN, United Overseas Bank (Malaysia) Bhd and any other financial institution(s) to be invited; and
  - (ii) in relation to subsequent tranches (other than Tranche 1 MTN), such subscriber(s) to be determined prior to issuance of the MTN.
- (k) **“Transaction Documents”** shall include, amongst others, the following:
- (i) Programme Agreement;
  - (ii) Trust Deed;
  - (iii) Subscription Agreement;
  - (iv) Securities Lodgement Form for Central Securities Depository and Paying Agency Services;
  - (v) deed of subordination of the Issuer’s directors and shareholders’ present and future advances to the MTN Programme (**“Deed of Subordination”**);
  - (vi) Security Documents and such security documents for the subsequent issuance(s) of MTN (other than Tranche 1 MTN), if any;
  - (vii) security sharing agreement, if applicable; and
  - (viii) such other relevant documentation which may be advised by the Solicitors,
- and reference to the **“Transaction Documents”** shall mean any one or more of them.