

OTHER TERMS AND CONDITIONS

(1) Tenure of the MTNs and the MTN Programme : MTN Programme

The MTN Programme has a perpetual tenure.

MTNs

The MTNs issued under the MTN Programme shall have:-

- a) an expected tenure of at least one (1) year and up to such period to be determined prior to each issuance (“**Expected Tenure**”); and
- b) a legal tenure of at least three (3) years and up to such period to be determined prior to each issuance, which shall expire two (2) years after the Expected Tenure (“**Legal Tenure**”).

“**Expected Maturity Date**” means the last day of the Expected Tenure of the MTNs.

“**Legal Maturity Date**” means the last day of the Legal Tenure of the MTNs.

(2) Credit Rating : Each Tranche within an Issue may either be rated or unrated as the Issuer may decide. For any Rated Tranche within an Issue, rating exercise shall be conducted by the rating agency.

Any rating(s) assigned for the MTNs of the respective Classes of MTNs within an Issue will be disclosed to the prospective investors prior to the issuance of such Rated Tranche.

For the avoidance of doubt, each rating assigned (if applicable) will be in relation to a particular Class of a Rated Tranche within an Issue. There is no full or partial rating assigned for the MTN Programme.

(3) Coupon or Equivalent Rate (%) : The coupon rates for the MTNs shall be determined prior to issuance of the relevant MTNs.

(4) Coupon Payment Frequency and Basis : Unless otherwise stipulated in the Supplemental PTC, the coupon of each MTN issued shall be payable semi-annually in arrears from the relevant issue date or such other period as may be mutually agreed between the Issuer and the LM, provided that the coupon payment date for Tranche(s) of an Issue issued subsequent to the

first Tranche issued under the same Issue (“**First Tranche**”) shall co-terminus with the coupon payment date of the First Tranche, but subject to the BNM Rules and Procedures.

The coupon will be calculated on the basis of the actual number of days in the relevant period divided by 365 days (Actual/365 days).

- (5) **Yield to Maturity (“YTM”) (%)** : To be determined prior to issuance of the relevant MTNs.
- (6) **Details on Utilisation of Proceeds** : Proceeds raised from the MTNs of any Issue shall be utilised by the Issuer for any of the following purposes:-

(i) to advance to Sentral REIT pursuant to the REIT Trustee Financing Agreement(s) for the sole or a combination of the following purposes:-

- a) financing or part-financing the investment activities (including without limitation capital expenditure, asset enhancement and the related acquisitions and financing expenses) of Sentral REIT;
- b) refinancing of existing and/or future borrowings / facilities of Sentral REIT (or any special purpose vehicle wholly-owned by Sentral REIT vide the REIT Trustee), for its investment activities (including without limitation capital expenditures, asset enhancement and the related acquisition and financing expenses); and/or
- c) balance thereof, shall be utilised to fund the future working capital and general corporate requirements of Sentral REIT,

in each case, in accordance with the REIT Trust Deed and the REIT Guidelines;

- (ii) to refinance the maturing MTNs and/or maturing CPs under the Programmes on their respective maturity dates subsequent to first issuance;
- (iii) to fund the Debt Service Reserve Account (as defined in section of *Details of Designated Accounts, Details of Facility / Programme*) and the Trustee’s

Reimbursement Account (as defined in section of *Trustee's Reimbursement Account, Other Terms and Conditions* below), if requires; and/or

- (iv) to defray all relevant expenses incurred under the MTN Programme.

(7) Form and Denomination

: Form

The MTNs shall be represented by a Global Certificate to be deposited with BNM and shall be in bearer form. No physical delivery of the MTNs is permitted.

The MTNs shall be issued in accordance with

- (i) the Participation Rules for Payments and Securities Services issued by BNM as amended or replaced from time to time ("**BNM Rules**"); and
- (ii) the Operational Procedures for Securities Services and the Operational Procedures for Malaysian Ringgit Settlement in RENTAS both issued by BNM as amended or replaced from time to time ("**BNM Procedures**").

(collectively, "**BNM Rules and Procedures**")

Denomination

Each MTNs certificate will be in the denomination of RM1,000 thereof or such other denominations as may be allowed by BNM.

(8) Listing Status

: The MTNs will not be listed on any exchange.

(9) Transaction Documents

: Standard documentation for a programme of this nature, which would include without limitation the following:

- (a) Trust Deed;
- (b) Programme Agreement;
- (c) Security Agency Agreement;
- (d) for each of the Relevant Issue:-
 - (i) REIT Trustee Financing Agreement;
 - (ii) Deed of Covenant;
 - (iii) Security Documents; and
 - (iv) Security Lodgement Form for Central Depository and Paying

Agency Services.

- (10) Status** : The MTNs shall constitute direct, secured, unconditional and unsubordinated debt obligations of the Issuer and shall rank:-
- (a) in accordance with the ranking as stated above among themselves; and
 - (b) at least *pari passu* with all other present and future secured and unsubordinated obligations of the Issuer,
- subject to those preferred by law and the Transaction Documents.
- (11) Trigger Events** : The occurrence of any of the following events will constitute a Trigger Event under the Relevant Issue:-
- (i) The amount in the DSRA falls below the then prevailing Minimum Required Amount for more than three (3) business days;
 - (ii) The Issuer fails to redeem any of the MTNs of the Relevant Issue on the Expected Maturity Date;
 - (iii) The Issuer fails to maintain a minimum SCR and/or DSCR as specified under section of *Details of covenants, Details of Facility / Programme* above (i.e. Financial Covenants under Details of Covenants) for the Relevant Issue;
 - (iv) An event of default under the REIT Trustee Financing Agreement for the Relevant Issue has occurred and such event of default is not capable of remedy or which, being capable of remedy, continues and is not remedied within a period of thirty (30) days after the REIT Trustee became aware or having notified in writing by the Issuer (acting upon the instruction of the Security Trustee) of the event or situation or such other longer remedy period as may be allowed for the relevant event or situation as may be agreed between the Issuer (acting upon the instruction of the Security Trustee) and the REIT Trustee; and
 - (v) A trigger event has been declared under the Relevant CPs.

Upon the occurrence of a Trigger Event under a Relevant Issue, the Trustee shall be entitled to declare that a Trigger Event has occurred under such Relevant Issue.

Upon the declaration of a Trigger Event under the Relevant Issue, the Security Trustee shall, whilst such Trigger Event is still subsisting, upon receiving the instruction of the holders of the Relevant CPs and/or MTNs of the Relevant Issue pursuant to the provision in the section of *Voting*, proceed with the disposal of the Secured Property(ies).

The disposal process shall be managed by the Security Trustee, under the rights conferred to the Security Trustee pursuant to a Power of Attorney that is to be executed in favour of the Security Trustee to sell the Secured Property(ies) of such Relevant Issue. The disposal price shall be determined in accordance with a pre-agreed mechanism (i.e. with reference to a valuation by a valuer acceptable to the Security Trustee) subject always to the REIT guidelines.

The sale proceeds from the disposal of the Secured Property(ies) of such Relevant Issue shall be paid into the DSRA of such Relevant Issue, and shall be utilised in accordance to the provision of DSRA under the section of *Details of Designated Accounts, Details of Facility / Programme* above for the redemption of outstanding CPs of the Relevant CPs and/or MTNs of the Relevant Issue in order of its ranking, and thereafter any residual amount shall be returned to the REIT Trustee, as the security provider.

For avoidance of doubt, the declaration of a Trigger Event for a particular Issue will not affect the other Issues where a Trigger Event has not been declared.

Upon the declaration of Trigger Event under all Issues, the MTN Programme shall be cancelled.

Additional Coupon During Trigger Event

Upon the declaration of a Trigger Event of the Relevant Issue and during the period where such Trigger Event remains subsisting, the Issuer shall pay an additional coupon on the outstanding amount of such MTNs as set out in the relevant Transaction Documents and/or the Pricing Supplement of such Relevant Issue (“**Additional**

Coupon”).

(12) Mandatory Redemption

: (a) Disposal of Secured Property(ies)

Subject to the prior approval of the holders of MTNs in accordance with the terms herein, in the event the REIT Trustee dispose all or any part of the relevant Secured Property(ies), the REIT Trustee shall deposit and the Issuer shall procure the REIT Trustee to deposit the proceeds of such disposal, upon the receipt of the same by the REIT Trustee, into the DSRA.

The said disposal proceeds in the DSRA shall be utilised for the redemption of outstanding CPs and/or MTNs in order of its ranking and thereafter any residual amount shall be returned to the REIT Trustee, as the security provider.

The disposal price of any proposed disposal by the REIT Trustee of all or any part of the relevant Secured Property(ies) shall be determined in accordance with a pre-agreed mechanism (i.e. with reference to a valuation by a valuer acceptable to the Security Trustee) subject always to the REIT Guidelines and the REIT Trust Deed.

(b) Termination of sale and purchase agreement

In the event the proceeds of any Relevant Issue are used to finance or part finance the acquisition of the Secured Property(ies), and such acquisition is terminated or aborted pursuant to the rescission of the relevant sale and purchase agreement after the payment of the purchase price, in whole or in part, which is made from the proceeds of any Relevant Issue, such purchase price shall be refunded by the vendor of the Secured Property(ies) in accordance with the terms of the relevant sale and purchase agreement.

The REIT Trustee shall deposit and the Issuer shall procure the REIT Trustee or the vendor to deposit the proceeds of such refunded purchase price, upon the receipt of the same by the REIT Trustee, into the DSRA.

- (13) **Other Covenants** : To be agreed between the Issuer, the REIT Manager, the REIT Trustee and the Trustee, but expected to include provisions standard to financing of this nature including but not limited to clauses such as the usual representation and warranties, conditions precedent, positive and negative covenants, etc.
- (14) **Taxes** : All payments in respect of the MTNs will be made by the Issuer after deducting or withholding any amount for or on account of any present or future taxes or duties of whatsoever nature imposed or levied by the Government of Malaysia or any authority thereof or therein having power to tax and which are required by law to be deducted or withheld.
- In the event that such withholding or deduction is required by law or by the Government of Malaysia or any authority thereof, the Issuer shall be obliged to gross up for such withholdings or deductions.
- (15) **Documentation** : The terms and conditions of the MTNs issue shall be set out in various agreements in form and substance acceptable to the LA and the Issuer.
- (16) **Limited Recourse** : The MTNs are limited recourse in nature in that payment obligation of the Issuer under the MTNs and the payment obligations of the REIT Trustee under the relevant security documents are limited to the extent of the assets that have been charged or assigned as security for the MTNs. If the net proceeds from the realisation of the Issue Security are not sufficient to make all payments due to the MTN Holders of that Issue (which are secured by such Issue Security), the holders of MTNs will have no further claim against the Issuer or the REIT Trustee in respect of such shortfall and any unsatisfied claims shall be extinguished.
- (17) **Trustees' Reimbursement Account for Bondholders' Actions** : The Issuer shall set up, or procure the setting up of a "**Trustees' Reimbursement Account for Bondholders' Actions**" with a sum of RM100,000.00 (which shall be maintained at all times throughout the tenure of the MTN Programme). The Trustee's Reimbursement Account shall be operated solely by the Trustee and the money shall only be used strictly by the Trustee in carrying out its duties in relation to the occurrence of an Event of Default. Any unutilised money in the Trustee's Reimbursement Account shall be returned to the Issuer upon the full

redemption of the MTNs and the cancellation of the MTN Programme if no Event of Default takes place.

- (18) Default Interest** : Interest on overdue amounts shall be payable at the rate as stated in the relevant Transaction Documents and/or pricing supplement for the Relevant Issue, on the amount unpaid from and including the relevant due date to but excluding the date of actual payment, calculated based on the actual number days elapsed and a year of 365 days.