

SHARP VENTURES SOLAR SDN BHD ("ISSUER")

Medium Term Notes Programme of RM1.0 Billion in Nominal Value ("MTN Programme")

Other terms and conditions :

(a) Utilisation of proceeds : The proceeds from the MTN Programme shall be utilised for the Issuer's working capital, capital expenditure, general corporate purposes, refinancing of existing or future borrowings and/or to defray fees and expenses incurred in relation to the MTN Programme.

(b) Status : **Senior MTN**

The Senior MTN will 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 at least pari passu with all other present and future unsecured and unsubordinated obligations of the Issuer, subject to those preferred by law or the Transaction Documents.

Subordinated MTN

The Subordinated MTN will constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and shall at all times rank pari passu, without discrimination, preference or priority amongst themselves and shall rank:

- a) below all present and future creditors of the Issuer;
- b) pari passu with any instrument or security (other than ordinary shares or preference shares) issued, entered into or guaranteed by the Issuer that is expressed to rank, whether by its terms or by operation of law, pari passu with the Subordinated MTN; and
- c) above any class of the Issuer's share capital including, without limitation, any ordinary shares and preference shares in the capital of the Issuer and any other instruments or securities issued, entered into or guaranteed by the Issuer whether by its terms or by operation of law, which are subordinated to the Subordinated MTN.

(c) Tenure of the MTN : The MTN shall have a tenure of at least one (1) year, as may be determined by the Issuer prior to each issuance.

(d) Optional Coupon Payment Deferral : If elected prior to the issuance of the MTN, the Issuer shall have the option to defer its coupon payments (in whole or in part) ("**Deferred Coupon**") by providing a deferral notice to the Facility Agent, the Bond Trustee and the MTNholders of that series, at least fourteen (14) business days prior to the relevant coupon payment date.

The Deferred Coupon may be interest compounding or otherwise, to be determined prior to the issuance of the MTN and stipulated in the relevant Transaction Documents of such issuance.

SHARP VENTURES SOLAR SDN BHD ("ISSUER")

Medium Term Notes Programme of RM1.0 Billion in Nominal Value ("MTN Programme")

The Deferred Coupon are cumulative and the Issuer is not subject to any limit as to the number of times the coupon payment can be deferred.

For the avoidance of doubt, all outstanding Deferred Coupon (if any) shall be paid together with the outstanding nominal amount of the MTN on the maturity date or on the Call Date where such MTN are redeemed in whole, whichever is earlier.

- (e) Form and denomination : The MTN shall be issued in accordance with the:
- (1) Participation Rules for Payment and Securities Services issued by BNM or its successor-in-title or successor in such capacity ("**BNM Rules**"); and
 - (2) Operational Procedures for Securities Services and Operational Procedures for Malaysian Ringgit Settlement in the Real Time Electronic Transfer of Funds and Securities System issued by BNM or its successor-in-title or successor in such capacity ("**BNM Procedures**"),
- as amended and/or substituted from time to time (collectively, the "**BNM Rules and Procedures**").
- Each 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. The denomination of the MTN shall be RM1,000 or in multiples of RM1,000 at the time of issuance.
- (f) Coupon rate (fixed or floating) : For MTN issued with coupon, the coupon rate for the MTN may be at fixed or floating rate and shall be determined prior to the issuance of the MTN.
- Not applicable for MTN without coupon.
- (g) Coupon payment frequency : For MTN issued with coupon, the frequency of the coupon payment shall be on a semi-annual basis, or such other payment frequency to be determined prior to each issuance of the MTN.
- Not applicable for MTN without coupon.
- (h) Coupon payment basis : For MTN issued with coupon, the coupon payment basis shall be on a year of 365 days and the actual number of days elapsed basis (actual/365 days).
- Not applicable for MTN without coupon.
- (i) Issue Price : The MTN may be issued at par, at a premium or at a discount to the nominal value, to be determined prior to each issuance. The issue price shall be calculated in accordance with the BNM Rules and Procedures.

SHARP VENTURES SOLAR SDN BHD ("ISSUER")

Medium Term Notes Programme of RM1.0 Billion in Nominal Value ("MTN Programme")

- (j) Jurisdiction : The Issuer shall irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Malaysia.
- (k) Trustee's Reimbursement Account : An account designated as "Trustee's Reimbursement Account for MTNholders' Actions" ("**Account**" or "**Trustee's Reimbursement Account**") shall be set up either by the Issuer or for and on behalf of the Issuer, in which a sum of at least RM100,000.00 is to be deposited in the Account, which shall be maintained at all times throughout the tenure of the MTN Programme.

The Account shall be operated solely by the Bond Trustee and the monies shall only be used strictly by the Bond Trustee in carrying out its duties in relation to the occurrence of an Event of Default, which are provided in the Trust Deed.

The monies in the Account may be invested in bank deposits, instruments or securities in the manner as prescribed in the Trust Deed, with interest from the investment to be accrued to the Issuer. These monies shall be returned to the Issuer upon full redemption of the MTN and the termination or cancellation of the MTN Programme if no Event of Default takes place.

- (l) 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 Issuer shall be required to make such additional amount to the payee such that the payee will receive the full amount which the payee would have received if no such withholding or deductions are made.
- (m) Default Interest : In the event of overdue payment of any amount under the MTN, the Issuer shall pay an additional interest on overdue amounts at 1.0% per annum above the prevailing coupon rate of the MTN 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.

- (n) Transaction Documents : The transaction documents shall include the following:
- (i) the Programme Agreement;
 - (ii) the Trust Deed;
 - (iii) the Securities Lodgement Form;
 - (iv) each Subscription Agreement;

SHARP VENTURES SOLAR SDN BHD ("ISSUER")

Medium Term Notes Programme of RM1.0 Billion in Nominal Value ("**MTN Programme**")

- (v) such other documents relating to the MTN as advised by the Solicitors.

[the remainder of this page is intentionally left blank]