

**COMMERCIAL PAPERS PROGRAMME OF RM10.0 BILLION IN NOMINAL VALUE FOR THE  
ISSUANCE OF COMMERCIAL PAPERS**

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- Other terms and conditions** :
- (a) **Utilisation of Proceeds** : Proceeds from the issuance of the CP shall be made available to the Issuer, without limitation, for its working capital, general banking and other corporate purposes, including refinancing of any existing borrowings and financing of the Issuer.
- (b) **Status** : The CP will constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer ranking *pari passu* without any preference among themselves and at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, except those preferred by law.
- (c) **Tenure of the CP** : Any period between one (1) and twelve (12) months, as the Issuer may select, provided that the CP matures prior to the expiry of the CP Programme.
- (d) **Form and Denomination** : **Form:**
- The CP shall be issued in accordance with the:
- (i) 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**"); and
- (ii) Participation Rules for Payment and Securities Services issued by BNM or its successor-in-title or successor in such capacity ("**BNM Rules**").
- BNM Procedures and BNM Rules are collectively referred to as "**BNM Rules and Procedures**" as amended and/or substituted from time to time.
- Each CP shall be represented by a global certificate (exchangeable for definitive certificates on the occurrence of certain limited events). The global certificate shall be deposited with BNM and shall be in bearer form.
- Denomination:**
- The denomination of the CP shall be RM1,000.00 or in multiples of RM1,000.00 thereof at the time of issuance.
- (e) **Yield to Maturity** : To be determined prior to each issuance of the CP.

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- (f) **Issue Price** : The CP shall be issued at a discount to the nominal value without any periodic distribution and the issue price shall be calculated in accordance with the BNM Rules and Procedures.
- (g) **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. The Issuer shall not be required to gross up in connection with such withholding or deductions.
- (h) **Transaction Documents** : The transaction documents in connection with the CP Programme ("**Transaction Documents**") shall include, but is not limited to, the following:
- (i) the Programme Agreement;
  - (ii) the Trust Deed ("**Trust Deed**");
  - (iii) the Securities Lodgement Form;
  - (iv) the CP represented by the global certificates or the definitive certificates; and
  - (v) all other documents relating to the CP Programme and the CP as advised by the solicitors,
- and includes any amendments, variations and/or supplementals made or entered into from time to time.
- Any references to the "**Transaction Documents**" shall mean each or any one or more of them.
- (i) **Jurisdiction** : The Issuer irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Malaysia.
- (j) **Trustee's Reimbursement Account** : An account designated as "Trustee's Reimbursement Account for Bondholders' Actions" ("**Trustee's Reimbursement Account**") shall be set up either by the Issuer or the Trustee for and on behalf of the Issuer as required under the Trust Deeds Guidelines, in which a sum of RM100,000.00 is to be deposited in such account (which shall be maintained at all times throughout the tenure of the CP Programme).

The Trustee's Reimbursement Account shall be operated solely 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 of any rights and remedies of the Trustee in respect of the CP under

the Transaction Documents. Any balance in the Trustee's Reimbursement Account shall be returned to the Issuer upon the expiry, termination or cancellation of the CP Programme.

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