

PRINCIPAL TERMS AND CONDITIONS OF THE PROPOSAL

1. BACKGROUND INFORMATION

(a) Issuer

- (i) **Name** : Special Coral Sdn. Bhd.
- (ii) **Address** : As at 30 November 2010, the registered address is Suite 27-03, 27th Floor, Menara Keck Seng, 203, Jalan Bukit Bintang, 55100 Kuala Lumpur
- (iii) **Business Registration No.** : 911874-U
- (iv) **Date/Place of Incorporation** : 16 August 2010 / Malaysia
- (v) **Date of listing (in case of a public listed company)** : Not applicable
- (vi) **Status** : Resident controlled company
Non-Bumiputera controlled company
- (vii) **Principal Activities** : The Issuer is principally a special purpose vehicle incorporated to undertake the securitisation of the Property (as defined in clause 2(b) "Facility description").
- (viii) **Board of Directors** : As at 30 November 2010:

Name	Resident/Non-resident	I/C No.
Chia Siew Chin (F)	Resident	520922-13-5622
Ng Lay Leng (F)	Resident	670923-08-5042

- (ix) **Structure of shareholdings and name of shareholders or, in the case of a public company, names of all substantial shareholders** : As at 30 November 2010:

Shareholder	No. of ordinary shares	% of shareholdings
Equity Trust (Malaysia) Berhad (Company No. 610812-W) *	2	100%

*Equity Trust (Malaysia) Berhad (Company No. 610812-W) holds the shares as shares trustee under a discretionary trust for the benefit of certain charitable organizations.

(x) **Authorised and paid-up capital** : **Authorised capital as at 30 November 2010**
RM1,000,000.00 divided into 100,000 ordinary shares of RM1.00 each and 90,000,000 preference shares of RM0.01 each

Paid-up capital as at 30 November 2010
RM2.00 divided into 2 ordinary shares of RM1.00 each.

(b) Originators

(i) **Name** : 1. C P Mall Sdn. Bhd. (“**CPM**”)
2. C P Park Sdn. Bhd. (“**CPP**”)
3. Casapark Sdn. Bhd. (“**CSP**”)
4. Cool Meadow Sdn. Bhd. (“**CM**”)
5. Dominion Power Sdn. Bhd. (“**DP**”)
6. Genetis Sdn. Bhd. (“**GTS**”)
7. Techdom Sdn. Bhd. (“**THD**”)
(collectively, the “**Originators**”)

(ii) **Address** : As at 30 November 2010:-

1. CPM
Penthouse, C P Tower, 11 Jalan 16/11, Pusat Dagang Seksyen 16, 46350 Petaling Jaya, Selangor Darul Ehsan

2. CPP
Penthouse, C P Tower, 11 Jalan 16/11, Pusat Dagang Seksyen 16, 46350 Petaling Jaya, Selangor Darul Ehsan

3. CSP
Penthouse, C P Tower, 11 Jalan 16/11, Pusat Dagang Seksyen 16, 46350 Petaling Jaya, Selangor Darul Ehsan

4. CM
Penthouse, C P Tower, 11 Jalan 16/11, Pusat Dagang Seksyen 16, 46350 Petaling Jaya, Selangor Darul Ehsan

5. DP
Penthouse, C P Tower, 11 Jalan 16/11, Pusat Dagang Seksyen 16, 46350 Petaling Jaya,

Selangor Darul Ehsan

6. GTS

No. 23A, Jalan SS21/60, Damansara Utama,
47400 Petaling Jaya, Selangor Darul Ehsan

Note: With effect 1 December 2010, the
registered address of GTS is Penthouse, C P
Tower, 11 Jalan 16/11, Pusat Dagang Seksyen
16, 46350 Petaling Jaya, Selangor Darul Ehsan

7. THD

Penthouse, C P Tower, 11 Jalan 16/11, Pusat
Dagang Seksyen 16, 46350 Petaling Jaya,
Selangor Darul Ehsan

- (iii) **Business Registration No.** : 1. CPM
683630-T
2. CPP
548456-W
3. CSP
624294-D
4. CM
746859-U
5. DP
736122-K
6. GTS
777370-V
7. THD
728851-D
- (iv) **Date/Place of Incorporation** : 1. CPM
8 March 2005 / Malaysia
2. CPP
23 May 2001 / Malaysia
3. CSP
7 August 2003 / Malaysia
4. CM
11 September 2006 / Malaysia
5. DP
1 June 2006 / Malaysia
6. GTS
15 June 2007 / Malaysia
7. THD
3 April 2006 / Malaysia
- (v) **Date of listing (in case of a public listed company)** : Not applicable.

(vi) **Status** : Originators
 Resident controlled company
 Non-Bumiputera controlled company

(vii) **Principal Activities** : 1. CPM
 Property investment and investment holding
 2. CPP
 Property investment and property letting
 3. CSP
 Investment holdings and property investment
 4. CM
 Property investment
 5. DP
 Property investment
 6. GTS
 Property investment
 7. THD
 Property investment

(viii) **Board of Directors** : As at 30 November 2010:-

1. CPM

Name	Resident/ Non-resident	I/C No.
Tan Chew Pui @ Tan Chew Piau	Resident	471020- 71-5021
Arthur Chen-Yi	Resident	731211- 14-5437
Marvin Chen Teng	Resident	811211- 14-6253

2. CPP

Name	Resident/ Non-resident	I/C No.
Tan Chew Pui @ Tan Chew Piau	Resident	471020- 71-5021
Arthur Chen-Yi	Resident	731211- 14-5437
Marvin Chen Teng	Resident	811211- 14-6253

3. CSP

Name	Resident/ Non-resident	I/C No.
Tan Chew Pui @ Tan Chew Piau	Resident	471020- 71-5021
Arthur Chen-Yi	Resident	731211- 14-5437

Marvin Chen Teng	Resident	811211-14-6253
Lim Mook San	Resident	630204-10-7093

4. CM

Name	Resident/ Non-resident	I/C No.
Arthur Chen-Yi	Resident	731211-14-5437
Marvin Chen Teng	Resident	811211-14-6253

5. DP

Name	Resident/ Non-resident	I/C No.
Arthur Chen-Yi	Resident	731211-14-5437
Tan Su-Pei	Resident	720305-10-5344
Marvin Chen Teng	Resident	811211-14-6253

6. GTS

Name	Resident/ Non-resident	I/C No.
Ng Kok Yen	Resident	641206-04-5459
Cheong Weng Fatt	Resident	721219-07-5083

Note: As at 2 December 2010, the directors of GTS are as follows:

Name	Resident/ Non-resident	I/C No.
Arthur Chen-Yi	Resident	731211-14-5437
Marvin Chen Teng	Resident	811211-14-6253

7. THD

Name	Resident/ Non-resident	I/C No.
Arthur Chen-Yi	Resident	731211-14-5437
Marvin Chen Teng	Resident	811211-14-6253

(ix) Structure of shareholdings and name of shareholders or, in the case of a public company, names of all substantial shareholders

As at 30 November 2010:

1. CPM

Shareholder	No. of ordinary shares	% of Shareholdings
CIMB Group Nominees (Tempatan) Sdn. Bhd.	866,700	86.67
Luxton Sdn. Bhd.	133,300	13.33

2. CPP

Shareholder	No. of ordinary shares	% of Shareholdings
CIMB Group Nominees (Tempatan) Sdn. Bhd.	1,000	100

3. CSP

Shareholder	No. of ordinary shares	% of Shareholdings
Tan Chew Pui @ Tan Chew Piau	63,000	42
Tan Su-Pei	10,500	7
Arthur Chen-Yi	33,000	22
Chen Su-San	10,500	7
Marvin Chen Teng	33,000	22

4. CM

Shareholder	No. of ordinary shares	% of Shareholdings
C P Land Sdn. Bhd.	2	100

5. DP

Shareholder	No. of ordinary shares	% of Shareholdings
Arthur Chen-Yi	337,500	50
Tan Su-Pei	337,500	50

6. GTS

Shareholder	No. of ordinary shares	% of Shareholdings
Ng Kok Yen	1	50
Cheong Weng Fatt	1	50

7. THD

Shareholder	No. of ordinary shares	% of Shareholdings
C P Land Sdn. Bhd.	2	100

- (x) **Authorised and paid-up capital** :
1. CPM
Authorised capital as at 30 November 2010:
 RM1,000,000.00 divided into 1,000,000 ordinary shares of RM1.00 each.
Paid-up capital as at 30 November 2010:
 RM1,000,000.00 divided into 1,000,000 ordinary shares of RM1.00 each.

 2. CPP
Authorised capital as at 30 November 2010:
 RM100,000.00 divided into 100,000 ordinary shares of RM1.00 each.
Paid-up capital as at 30 November 2010:
 RM1,000.00 divided into 1,000 ordinary shares of RM1.00 each.

 3. CSP
Authorised capital as at 30 November 2010:
 RM500,000.00 divided into 500,000 ordinary shares of RM1.00 each.
Paid-up capital as at 30 November 2010:
 RM150,000.00 divided into 150,000 ordinary shares of RM1.00 each.

4. CM

Authorised capital as at 30 November 2010:

RM100,000.00 divided into 100,000 ordinary shares of RM1.00 each.

Paid-up capital as at 30 November 2010:

RM2.00 divided into 2 ordinary shares of RM1.00 each.

5. DP

Authorised capital as at 30 November 2010:

RM1,000,000.00 divided into 1,000,000 ordinary shares of RM1.00 each.

Paid-up capital as at 30 November 2010:

RM675,000.00 divided into 675,000 ordinary shares of RM1.00 each.

6. GTS

Authorised capital as at 30 November 2010:

RM100,000.00 divided into 100,000 ordinary shares of RM1.00 each.

Paid-up capital as at 30 November 2010:

RM2.00 divided into 2 ordinary shares of RM1.00 each.

7. THD

Authorised capital as at 30 November 2010:

RM100,000.00 divided into 100,000 ordinary shares of RM1.00 each.

Paid-up capital as at 30 November 2010:

RM2.00 divided into 2 ordinary shares of RM1.00 each.

2. PRINCIPAL TERMS AND CONDITIONS

(a) Names of the parties involved in the proposed transaction (where applicable)

- (i) **Principal Adviser(s)/Lead Arranger(s)** : Hong Leong Investment Bank Berhad (Company No. 43526-P) (“**HLIB**”)
- (ii) **Arranger(s)** : Not applicable.
- (iii) **Valuers** : PPC International Sdn Bhd (Company No. 405011-U)
- (iv) **Solicitors** : Messrs. Zul Rafique & partners
- (v) **Financial Adviser** : Not applicable
- (vi) **Technical Adviser** : Not applicable
- (vii) **Guarantor** : Not applicable
- (viii) **Trustee** : Malaysian Trustees Berhad (Company No. 21666-V)
- (ix) **Facility Agent** : HLIB
- (x) **Primary Subscriber(s) and amount subscribed (where applicable)** : Not applicable
- (xi) **Underwriter(s) and amount underwritten** : Not applicable
- (xii) **Central Depository** : Bank Negara Malaysia (“**BNM**”)
- (xiii) **Paying Agent** : BNM
- (xiv) **Reporting Accountant** : Not applicable
- (xv) **Others (please specify)**

- (1) **Security Trustee** : Malaysian Trustees Berhad (Company No. 21666-V)
- (2) **Tax Adviser** : KPMG Tax Services Sdn Bhd (Company No. 96860-M)
- :
- (3) **Accounting Adviser** : KPMG (Firm No. AF 0758)
- (4) **Lead Manager** : HLIB and other lead manager(s) as may be appointed for the transaction prior to the issuance of the MTNs. HLIB will inform the SC upon such appointment.
- (5) **Co-arranger** : Co-arranger(s) may be appointed for the transaction prior to the issuance of the MTNs. HLIB will inform the SC upon such appointment.
- (6) **Share Trustee** : Equity Trust (Malaysia) Berhad (Company No. 610812-W)
- (7) **Administrator** : EQ Corporate Services (Malaysia) Sdn. Bhd. (Company No. 463543-D). The Administrator is appointed to provide company secretarial services to and administer the statutory duties of the Issuer, including the filing of the relevant returns with the regulatory authorities and to act on any other administration work as may be instructed by the Trustee from time to time.
- (8) **Servicer** : CapitaLand Retail Malaysia Sdn Bhd (Company no. 842006-U)
- (9) **Call Option Party** : CapitaMalls Asia Limited (Company No. 200413169H) or its nominee.
- (b) **Facility description** : Proposed Issuance Programme of up to RM1,100,000,000 (Ringgit Malaysia One Billion and One Hundred Million) in nominal value Medium Term Notes (“MTNs”) (“**MTN Programme**”) pursuant to the securitisation of the Property⁽¹⁾.

The MTN Programme shall comprise Senior Class MTNs and Subordinated Class MTNs.

(1) The acquisition by the Issuer from the relevant Originators of such individual units/ strata parcels, accessory parcels area and car parks and all on-site fixtures

and fittings, plant and machinery (if any), equipment (if any) movable chattels and autopay stations (if any) located within the shopping mall known as “Queensbay Mall” and bearing the postal address of 100, Persiaran Bayan Indah, 11900 Bayan Lepas, Pulau Pinang with amenities and facilities complementing the same (“**Building**”) located on land held under Geran No Hakmilik 97433 Lot 15736, Mukim 12, Daerah Barat Daya, Negeri Pulau Pinang (“**Land**”) and more particularly set out in the sale and purchase agreements dated 22 December 2010 between the Issuer and the Originators, respectively (“**SPAs**”).

- (c) **Issue size (RM)** : The issue size of the MTN Programme is up to RM1,100,000,000 in nominal value comprising the following indicative classes:

	Nominal Value(up to RM million)
<u>Senior Class MTNs:</u>	
Senior Class A MTNs	160
Senior Class B MTNs	40
Senior Class C MTNs	35
Senior Class D MTNs	25
Senior Class E MTNs	10
Senior Class F MTNs	30
(Collectively “ Senior Class MTNs ”)	300
<i>Subtotal</i>	
Subordinated Class MTNs	800
TOTAL	1,100

- (d) **Issue price (RM)** : The MTNs may be issued at a discount and/or at par to the nominal value.

The issue price shall be computed in accordance with the formula specified in the FAST Rules issued by BNM or such other applicable guidelines and rules as may be issued from time to time by relevant regulatory authorities.

- (e) **Tenure of the facility/issue** : Tenure of the MTN Programme
The MTN Programme shall have a tenure of twenty (20) years from the date of first issuance.
- Tenure of the MTNs
All MTNs to be issued under the MTN Programme shall have an Expected Maturity and a Legal Maturity.
- The Expected Maturity shall be of more than one (1) year and the Legal Maturity of the MTNs shall be eighteen months (18) months after the Expected Maturity PROVIDED that the Legal Maturity of the MTNs shall not exceed the tenor of the MTN Programme.
- Non-redemption of the MTNs on the Expected Maturity will not in itself constitute an Event of Default, but a Trigger Event (as set out in clause 2(w)(v) "Trigger Events") is deemed to have occurred. The non-redemption of the MTNs on the Legal Maturity shall be an Event of Default.
- (f) **Interest/Coupon (%) (please specify)** : Coupon on any Senior Class MTNs issued shall be based on a fixed rate to be determined prior to each issuance.
- A step-up coupon rate shall apply to all the outstanding Senior Class MTNs for the period from Expected Maturity to Legal Maturity, which will be determined prior to each issuance.
- Coupon on Subordinated Class MTNs shall be based on a fixed rate to be determined prior to each issuance.
- (g) **Interest/Coupon Payment frequency and basis** : Senior Class MTNs
Coupon of the Senior Class MTNs shall be paid semi-annually in arrears based on actual days / 365 days.
- Subordinated Class MTNs
Coupon of the Subordinated Class MTNs issued shall be paid semi-annually in arrears on actual number of days over 365 days basis. In the event the Issuer has insufficient funds to pay coupon on the Subordinated Class MTNs on the coupon payment date, the coupon payable on that date shall be deferred and be

payable on the next coupon payment date, and so on (i.e. on a cumulative basis). Such unpaid coupon shall not be subject to penalty interest. Upon occurrence of a Trigger Event, no coupon on the Subordinated Class MTNs will be paid until all the Senior Class MTNs have been fully repaid.

- (h) **Yield to Maturity (%)** : The YTM for the MTNs will be determined prior to each issuance with reference to the then prevailing market rates.
- (i) **Security/Collateral (if any)** : Both the Senior Class MTNs and Subordinated Class MTNs are intended to be secured by the following securities, with the Senior Class A MTNs ranking first, then followed by the Senior Class B MTNs, Senior Class C MTNs, Senior Class D MTNs, Senior Class E MTNs, Senior Class F MTNs and lastly the Subordinated Class MTNs:
- 1) Prior to the issuance of all the strata titles to the Property ("**Strata Titles**") and the creation of the first legal charge over all the Strata Titles, a legal assignment of the Issuer's rights under the sale and purchase agreements in relation to the Property;
 - 2) Post issuance of all the Strata Titles, first legal charge over the Strata Titles ("**Strata Titles Charge**");
 - 3) Debenture over all assets of the Issuer;
 - 4) Charge/Assignment over the Designated Accounts;
 - 5) Assignment over the Issuer's present and future rights, title, interest and benefits in and under the tenancy agreements and contracts and all warranties and guarantees pertaining to the Property, wherever possible and applicable ("**Contracts Assignment**");
 - 6) Assignment over the proceeds from all the relevant insurances required to be taken up by the Issuer for the Property ("**Insurance Assignment**");
 - 7) Irrevocable Power of Attorney in respect of the Property executed in favour of the Security Trustee to grant full authority to the Security Trustee to (a) dispose the Property upon the occurrence of a Trigger Event in accordance with clause 2(w)(v); (b) to dispose the Property pursuant to the

exercise of the Property Call Option; (c) to perfect the Strata Titles Charge upon issuance of the Strata Titles in the event the Issuer fails to do so (“**Power of Attorney**”);

- 8) Assignment of the Issuer’s rights under the Property Call Option (as set out in clause 2(w)(vii) “Call Options”);
- 9) Assignment of the Issuer’s rights under the Servicing Agreement; and
- 10) Any other securities deemed appropriate.

(j) Details on utilisation of proceeds : The Issuer

The proceeds raised from the MTN Programme shall be utilised by the Issuer as follows:

First Issuance	Amount (Up to RM million)
i. To settle the purchase consideration for the purchase of the Property (including reimbursement for the deposit paid and accrued interest arising thereof (if any))	650.0 ^(a)
ii. To meet all expenses in relation to the Proposal (including reimbursement of expenses paid) and the Property including without limitation to meet all expenses in relation to the acquisition of the Property and transfer of Strata Titles, payments of deposits to the relevant authorities, any apportionment of outgoing payments in accordance with the SPAs and any expenses in relation to the MTN Programme ^(b) .	2.2
iii. First contribution to the DSRA and the Operating Account	To be determined ^(c)

Subsequent Issuance	
iv. To finance any capital expenditure ^(d) on the Property and/or for working capital purposes including payment to the DSRA for compliance of the Minimum Balance stipulated under the DSRA.	To be determined
v. To refinance any MTNs on its respective Expected Maturity.	To be determined
TOTAL	1,100.0

Note

- a) *This amount may exceed RM650 million in the event the accrued interest becomes payable in accordance with the terms of the relevant sale and purchase agreements with the Originators.*
- b) *The figure is merely an estimation and the exact figure may be different. Any unutilized limit in (ii) shall be added to (iv).*
- c) *The amount to be determined is subject to the classes of MTNs that are to be issued and the coupon rates of the MTNs.*
- d) *Refers to the Asset Enhancement Plans where upon the acquisition of the Property by the Issuer, a series of renovation works may be implemented to enhance the return of the Property.*

The Originators

The Originators will utilise the purchase consideration for the sale of the Property received from the Issuer for the following:

	Amount (RM million)
(i) For repayment of inter-company advances; debts to creditors and related	262.2

companies and bank borrowings, and advances to related companies	
(ii) Working capital requirements and investments, if any	387.8
TOTAL	650.0

Note: The amount stated above are based on estimate figures as at 30 November 2010

(k) Sinking Fund (if any) : None

(l) Rating : The rating agency, Malaysian Rating Corporation Berhad (“**MARC**”), has assigned the following indicative ratings to the MTN Programme:

	Nominal Value (up to RM million)	Indicative Rating
<u>Senior Class</u>		
<u>MTNs:</u>		
Class A MTNs	160	AAA
Class B MTNs	40	AA
Class C MTNs	35	A
Class D MTNs	25	BBB
Class E MTNs	10	BB
Class F MTNs	30	B
(Collectively “ Senior Class MTNs ”)	300	
Subordinated Class MTNs	800	B-
	1,100	

(m) Form and Denomination : The MTNs will be issued in bearer form and represented at all times by global certificates to be deposited with Central Depository (exchangeable for definitive certificates only in limited circumstances) and will be prescribed under the Scripless Securities Trading System (“**SSTS**”) maintained by BNM.

The MTNs shall be issued in the denomination of RM100,000 each and in multiples of RM100,000 thereof or such other denomination as may be mutually agreed between the Issuer and the Lead Arranger or the Facility Agent.

(n) Mode of Issue : Senior Class MTNs
The Senior Class MTNs will be issued by way of tender or private placement without prospectus.

Subordinated Class MTNs

The Subordinated Class MTNs will be issued by way of private placement without prospectus.

(o) Selling Restriction : The MTNs may not be offered, sold, delivered or disposed of, directly or indirectly, nor may any documents or other materials in connection therewith be distributed in Malaysia or anywhere else, other than to persons who are within the categories set out in Section 4(6) of the Companies Act, 1965, (as amended from time to time) and Schedules 6, 7 and 9 of the Capital Markets and Services Act 2007 (as amended from time to time), where applicable.

(p) Listing Status : The MTNs will not be listed or quoted on Bursa Malaysia Securities Berhad or any other stock exchange.

(q) Minimum Level of Subscription (RM or %) : 100%

(r) Other regulatory approvals required in relation to the issue, offer or invitation and whether or not obtained (please specify) : None

(s) Conditions Precedent : Conditions Precedent for First Issuance

Shall include but not limited to the following:

- 1) Latest valuation report on the Property to be furnished by a professional valuer acceptable to the Principal Adviser;
- 2) Approval of the Securities Commission (“SC”) in writing and the compliance with all

- conditions imposed by the SC;
- 3) Receipt of board resolution of the Issuer authorising, among others, the MTN Programme and the execution of the Issue Documents;
 - 4) Receipt of certified true copies of the Issuer's certificate of incorporation, memorandum and articles of association, Forms 24, 44 and 49;
 - 5) Satisfactory completion and execution of all relevant legal documentation in relation to the issuance of the MTN Programme (other than the presentation of the Strata Titles Charge at the relevant Land Office/Registry, the Contracts Assignment and the Insurance Assignment) and all relevant legal documentation shall have been duly endorsed as exempted under the Stamp Duty Exemption (No 12) Order 2001;
 - 6) The MTN Programme shall be assigned a minimum rating by MARC as defined in clause 2(l) "Rating".
 - 7) Receipt of satisfactory report of the relevant company search on the Issuer;
 - 8) Receipt of satisfactory winding-up search report on the Issuer or the relevant statutory declaration of the Issuer;
 - 9) Opening of the Designated Accounts;
 - 10) Receipt of satisfactory legal opinion from the Solicitors confirming that all conditions precedents of the SPAs have been duly fulfilled or deemed to have been fulfilled or waived;
 - 11) Satisfactory legal opinion from the Solicitors as to the legality, validity and enforceability of all legal documents;
 - 12) Receipt of letter of undertaking from CapitaMalls Asia Limited (as set out in clause 2(w)(iii)(C) "Debt Service Reserve Account"); and
 - 13) Such other conditions precedent as may be reasonably stipulated by the Lead Arranger and/or the Solicitors.

Conditions Precedent for Subsequent Issuance

Shall include but not limited to the following:

1. Issuer's certification that it is in compliance with all Representations and Warranties

and Covenants under the Issue Documents (as set out in clause 2(w)(xii) “Documentation”);

2. No Trigger Event and/or Event of Default has occurred and continues to subsist.

(t) Representations and Warranties

: Including but not limited to the following:

- 1) The Issuer is a company duly incorporated and existing under Malaysian law and has the power and authority to enter into the business in which it is engaged;
- 2) The Issuer has the power to enter into, exercise its rights under and perform its obligations under the Issue Documents;
- 3) All necessary actions, authorisations and consents required under the Issue Documents by the Issuer have been taken, fulfilled and obtained and remain in full force and effect;
- 4) The Issuer’s entry into the Issue Documents, exercise of its rights under and performance of the Issue Documents do not and will not violate any existing law or any agreements to which it is a party.
- 5) Such other Representation and Warranties as may be advised by the Solicitors.

(u) Events of Default

: Shall include but not limited to the following:

- 1) Failure to pay any amount due under the Senior Class MTNs when due and payable save and except for non-repayment on Expected Maturity;
- 2) Failure to pay any amount due under the Subordinated Class MTNs when due and payable on date of expiry or termination of the MTN Programme. For the avoidance of doubt, failure to pay any amount due under the Subordinated Class MTNs during the tenure of the MTN Programme shall not constitute an Event of Default;
- 3) The proceeds raised from the disposal of the Property subsequent to the occurrence of a Trigger Event is insufficient to repay/redeem all the outstanding MTNs;
- 4) Failure on the Issuer to observe or perform any material obligations or covenants under any of the Issue Documents or under any undertaking or arrangement entered into in connection therewith (other than the

obligation under paragraph (1) and (2) above) and in the case of failure which in the opinion of the Trustee is capable of being remedied, the Issuer does not remedy the failure within such period as to be agreed upon in the Issue Documents after receipt by the Issuer of a written notification from the Trustee of the failure;

- 5) Any representation, warranty, covenant or undertaking made or given by the Issuer under the Issue Documents or which is contained in any certificate, document or statement furnished at any time pursuant to the terms of the Issue Documents proves to have been incorrect in any material respect on or as of the date made or deemed made and in the case of a breach which is in the opinion of the Trustee is capable of being remedied, the Issuer does not remedy such breach within such period as to be agreed upon in the Issue Documents after receipt by the Issuer of a written notification from the Trustee of such breach;
- 6) Where any other indebtedness for borrowed monies or guarantee of the Issuer becomes due and payable prior to its stated maturity or is not discharged at maturity or where the security created for such indebtedness for borrowed monies becomes immediately enforceable;
- 7) The Issuer fails to obtain, renew, maintain or comply in any material respect with all governmental approvals, licences and/or permits which are necessary for the performance by the Issuer of its obligations under the Issue Documents and such failure continues for such period as to be agreed upon in the Issue Documents after written notice is delivered to the Issuer;
- 8) Any corporate action is taken or any legal proceedings are commenced for the winding up of the Issuer, except where any such step is of a vexatious or frivolous nature and the Issuer has taken action in good faith to set aside such proceedings within such period as to be agreed upon in the Issue Documents from the date of service thereof;
- 9) Where any scheme of arrangement under Section 176 of the Companies Act 1965 (as amended) has been instituted against the

Issuer;

- 10) Insolvency, i.e. the Issuer is:
 - a) deemed unable to pay its debts within the meaning of Section 218(2) of the Companies Act 1965 (as amended) or becomes unable to pay its debts as they fall due; or
 - b) suspends or threatens to suspend making payments (whether of principal or coupon or otherwise) with respect to all or any class of its debts arising from borrowed moneys or a moratorium is agreed or declared in respect of or affecting all or any substantial part of the borrowed moneys of the Issuer or any security party;
- 11) At any time any of the provisions of the Issue Documents is or becomes illegal, void, voidable or unenforceable;
- 12) The Issuer repudiates any of the Issue Documents or the Issuer does or causes to be done any act or thing evidencing an intention to repudiate any of the Issue Documents;
- 13) A receiver or a manager or a receiver/manager has been appointed over the whole or any substantial part of the assets of the Issuer;
- 14) Such other events of default as prescribed by the SC's Guidelines on the Minimum Contents Requirements for Trust Deed and such other events of default stipulated by the Lead Arranger and/or the Legal Counsel.

Upon occurrence of any of the above events, the Trustee may and shall, at the direction of an agreed majority of the Senior Class MTN holders (or the holders of the Subordinated Class MTNs in the event all monies payable under or in respect of the Senior Class MTNs have been fully satisfied), by written notice to the Issuer declare that an Event of Default has occurred and the provisions under clause 2(w)(vi) "Consequences of Event of Default" shall apply.

- (v) **Principal terms and conditions for warrants (where applicable)** : Not applicable

(w) Other principal terms and conditions for the issue

(i) Positive Covenants : Shall include but not limited to the following:

- 1) Perform all its obligations under the MTN Programme;
- 2) Preserve and keep in force and effect all consents and rights necessary for the conduct of its business;
- 3) Open and maintain the Designated Accounts and pay all amounts into such accounts and make all payments from such accounts only as permitted under the Issue Documents;
- 4) Take out and maintain the necessary insurance policies;
- 5) Execute all such further documents and do all such further acts reasonably necessary at any time or times to give further effect to the terms and conditions of the Trust Deed;
- 6) Comply with the provisions of the Capital Markets and Services Act 2007, the SC's PDS Guidelines and ABS Guidelines, Guidelines on the Minimum Contents Requirements for Trust Deed and all laws and regulations;
- 7) Notify the Trustee and the Rating Agency immediately of:
 - a) Any circumstances that has occurred that would materially prejudice the Issuer;
 - b) Any change in the withholding tax position or taxing jurisdiction of the Issuer insofar it affects the payment obligations of the Issuer;
 - c) Any Event of Default;
 - d) Any right or remedy under the terms of the Trust Deed becomes immediately enforceable;
- 8) Such other positive covenants as prescribed by the SC's Guidelines on the Minimum Contents Requirements for Trust Deeds and such other positive covenants as may be required by the Lead Arranger and/or the Legal Counsel.

(ii) Negative Covenants : Shall include but not limited to the following:

- 1) Not to make any investments (save for Permitted Investment as set out in clause

- 2(w)(iv) "Permitted Investment"); or any advances or loans to any party;
- 2) Not to grant guarantees, indemnities or similar assurances against financial loss in respect of any indebtedness of any party;
 - 3) Not to assign its rights or transfer its obligations under the Issue Documents;
 - 4) Not to enter into any amalgamation, merger, consolidation, reconstruction or winding up of itself (except in accordance with the SC's ABS Guidelines);
 - 5) Not to amend its Memorandum and Articles of Association, save for amendments required by law or regulation;
 - 6) Not to maintain or cause to be maintained any other accounts save for the Designated Accounts and the Permitted Investment;
 - 7) Not to incur any additional indebtedness save and except for those incurred or to be incurred in the ordinary course of business of the Issuer;
 - 8) Such other negative covenants as may be prescribed by the SC's Guidelines on the Minimum Contents Requirements for Trust Deeds and such other negative covenants as may be required by the Lead Arranger and/or the Legal Counsel.

(iii) Designated Accounts

: The Issuer is required to open the following Designated Accounts; **Revenue Account, Operating Account** and the **Debt Service Reserve Account**.

A) Revenue Account

The Revenue Account shall be operated solely by the Trustee.

The following shall be deposited into the Revenue Account:

- 1) proceeds from the issuance of the MTNs, save and except for the following all of which may be paid directly to the relevant payees:
 - (i) proceeds to be utilised for purposes pursuant to the first issuance as set out in the paragraph with heading "First Issuance of the MTNs" below;

- (ii) the proceeds for refinancing of any outstanding MTNs,
- 2) All amounts received from tenant(s) of the Property;
- 3) All deposits received from tenant(s) of the Property ("**Deposits**");
- 4) Proceeds from the sale of the Property pursuant to the exercise of the Power of Attorney or the exercise of the Property Call Option;
- 5) All insurance proceeds;
- 6) All other amounts derived from the Property or any part thereof including any service charges;
- 7) All proceeds from Permitted Investment, including earnings therefrom;
- 8) Funds from the Debt Service Reserve Account and the Operating Account upon occurrence of a Trigger Event or an Event of Default; and
- 9) Any other monies received and/or paid to the Issuer from time to time.

First Issuance of the MTNs:

Proceeds from the first issuance of the MTNs shall be utilised for the following purposes:

- 1. To settle the purchase consideration for the purchase of the Property (including reimbursement for the deposit paid and accrued interest arising thereof (if any));
- 2. To meet all expenses in relation to the Proposal (including reimbursement of expenses paid) and the Property including without limitation to meet all expenses in relation to the acquisition of the Property and transfer of Strata Titles, payments of deposits to the relevant authorities, any apportionment of outgoing payments in accordance with the terms of the relevant sale and purchase agreements with the Originators and any expenses in relation to the MTN Programme;
- 3. Contribution to the Debt Service Reserve Account;
- 4. First contribution to the Operating Account in accordance to the Budget Report (being an annual budget report setting out the estimated operating and capital expenditure accruing to the Property and a revised operating budget report during

the period as may be deemed necessary by the Servicer).

Post first issuance of the MTNs, funds in the Revenue Account shall be applied in the order of priority as follows:

(A) With no occurrence of Trigger Events or Events of Default:

- a) Pay/set aside taxes due;
- b) Contribution to the Debt Service Reserve Account;
- c) To reimburse any refund of Deposits made by the Servicer under the Operating Account;
- d) Contributions to Operating Account pursuant to the Operating Account clause;
- e) Fees and expenses payable by the Issuer (other than fees and expenses set out in the Operating Account) including fees, costs charges, expenses and liabilities incurred by, and all other amounts then due to the Trustee, the Facility Agent, the Rating Agency, the Administrator, the Servicer, the Solicitors and expenses of the Issuer and tax agents and audit fees of the Issuer and fees and expenses to effect the transfer and charge of the strata titles in relation to the Property;
- f) To meet principal payments due under the Senior Class A MTNs;
- g) To meet principal payments due under the Senior Class B MTNs;
- h) To meet principal payments due under the Senior Class C MTNs;
- i) To meet principal payments due under the Senior Class D MTNs;
- j) To meet principal payments due under the Senior Class E MTNs;
- k) To meet principal payments due under the Senior Class F MTNs;
- l) Reimbursement to CapitaMalls Asia Limited for the topping-up of the DSRA Requirement (as defined in clause 2(w)(iii)(C) "Debt Service Reserve Account");
- m) To meet coupon payments due on the Subordinated Class MTNs;

- n) To pay dividend on the redeemable preference shares (“RPS”) (if any) in accordance with the terms of the RPS (if any);
- o) To be invested in Permitted Investment.
- p) Upon expiry or termination of the MTN Programme and full redemption of all Senior Class MTNs:
 - i) To meet principal payments due under the Subordinated Class MTNs;
 - ii) To pay/set aside all fees, costs and expenses incurred or to be incurred in connection with or incidental to the winding up of the Issuer;
 - iii) To redeem all outstanding RPS (if any); and
 - iv) To pay bonus fee to the Servicer.

(B) With occurrence of Trigger Events upon the exercise of the Power of Attorney by the Security Trustee:

- a) Pay/set aside taxes due;
- b) To reimburse any refund of Deposits made by the Servicer under the Operating Account;
- c) Contributions to Operating Account pursuant to the Operating Account clause;
- d) Fees and expenses of the Issuer (other than fees and expenses set out in the Operating Account) including fees, costs charges, expenses and liabilities incurred by, and all other amounts then due to the Trustee, the Facility Agent, the Rating Agency, the Administrator, the Servicer, Solicitors and expenses of the Issuer and tax agents and audit fees of the Issuer and fees and expenses to effect the transfer and charge of the strata titles in relation to the Property;
- e) To meet the coupon payments due under the Senior Class A MTNs;
- f) To meet the principal payments due under the Senior Class A MTNs;
- g) To meet the coupon payments due under the Senior Class B MTNs;
- h) To meet the principal payments due

- under the Senior Class B MTNs;
- i) To meet the coupon payments due under the Senior Class C MTNs;
- j) To meet the principal payments due under the Senior Class C MTNs;
- k) To meet the coupon payments due under the Senior Class D MTNs;
- l) To meet the principal payments due under the Senior Class D MTNs;
- m) To meet the coupon payments due under the Senior Class E MTNs;
- n) To meet the principal payments due under the Senior Class E MTNs;
- o) To meet the coupon payments due under the Senior Class F MTNs;
- p) To meet the principal payments due under the Senior Class F MTNs;
- q) Reimbursement to CapitaMalls Asia Limited for the topping-up of the DSRA Requirement (as defined in clause (w)(iii)(C) "Debt Service Reserve Account");
- r) To meet coupon and principal payments due under the Subordinated Class MTNs;
- s) To pay/set aside all fees, costs and expenses incurred or to be incurred in connection with or incidental to the winding up of the Issuer;
- t) To pay dividends on the RPS (if any);
- u) To redeem all the outstanding RPS (if any); and
- v) To pay bonus fee to the Servicer.

Upon Occurrence of an Event of Default

Subject to clause "Consequences of Event of Default", funds in this account (save for the Deposits) will be applied to meet the expenditures in the order of priority set out under clause (w)(vi) "Consequences of Event of Default".

B) Operating Account

The Operating Account shall be operated solely by the Servicer on behalf of the Issuer. However, upon the occurrence of a Trigger Event or an Event of Default, the Operating Account shall be solely operated by the Trustee.

Funds in this account are to be applied to meet all operating, management, repairs, service/maintenance and capital expenses (capital expenditure and asset enhancement works) on the Property including insurance premiums and maintenance charges and sinking fund payable by the Issuer pursuant to any applicable laws or by-laws.

The Operating Account will be funded by contributions from the Revenue Account as per the Budget Reports (and the revised Budget Reports during the period as necessary) to be approved by the Trustee.

The Budget Reports (and the revised Budget Reports) shall be prepared and recommended by the Servicer and approved by the Board of Directors of the Issuer and shall be deemed approved by the Trustee.

Any expenditures in excess of the total amount in the annual operating budget report shall also be deemed approved by the Trustee subject to the following:

- i) Such operating expenditures which do not exceed such percentage to be agreed upon of the total amount approved under the Budget Report; or
- ii) Emergency in nature as evidenced by supporting reports and documents satisfactory to the Trustee; or
- iii) Such capital expenditure in relation to the Asset Enhancement Plans which shall be financed by the proceeds from the issuance of the Subordinated Class MTNs; or
- iv) Refund of any Deposits for any occupation agreement(s).

The Servicer shall be permitted to change the allocation of the expenses within the approved Budget Report from time to time as it deems necessary without affecting the performance of the Property.

Upon the occurrence of a Trigger Event or an Event of Default, funds in the Operating Account will be transferred to the Revenue

Account and be applied to meet the expenditures pursuant to the Revenue Account clause above.

C) Debt Service Reserve Account

The Debt Service Reserve Account (“**DSRA**”) shall be operated solely by the Trustee to capture the next coupon payments for all the outstanding Senior Class MTNs (“**DSRA Requirement**”).

Funds to be deposited in the DSRA shall be built-up equally over a period commencing one (1) month from the date of issuance of the respective Senior Class MTNs or one (1) month from the Senior Class MTNs coupon payment date (as the case may be) till the date which is one (1) month prior to the next coupon payment due date of the Senior Class MTNs. The DSRA Requirement is defined as the Senior Class MTNs coupon payment amount required to be deposited in the DSRA one (1) month prior to the next coupon payment due date of the Senior Class MTNs.

Funds in the DSRA may be utilised to meet coupon payment due under the Senior Class MTNs in the following priority:

- i) To meet coupon payments due on the Senior Class A MTNs;
- ii) To meet coupon payments due on the Senior Class B MTNs;
- iii) To meet coupon payments due on the Senior Class C MTNs;
- iv) To meet coupon payments due on the Senior Class D MTNs;
- v) To meet coupon payments due on the Senior Class E MTNs;
- vi) To meet coupon payments due on the Senior Class F MTNs;

Any shortfall in the DSRA Requirement must be topped-up within seven (7) days, failing which a Trigger Event shall be deemed to have occurred.

CapitaMalls Asia Limited shall be granting an irrevocable and unconditional letter of undertaking in favour of the Issuer to top-up

any shortfall in the DSRA Requirement as and when required prior to the occurrence of a Trigger Event. The said undertaking to top-up the shortfall in the DSRA shall cease upon completion of the exercise of the Senior MTNs Call Option (as set out in clause (w)(vii) "Call Option").

Funds standing to the credit of the DSRA may be invested in Permitted Investment, provided such funds utilised for Permitted Investment shall be remitted to the DSRA in a timely manner before any payment obligations of the Issuer under the DSRA becomes due and payable.

(iv) Permitted Investment

: Permitted Investment means the following:

- 1) Deposits in accounts (including repos) and negotiable certificates of deposits issued by licensed financial institutions with a minimum rating of AA-/AA₃ by RAM Rating Services Berhad /MARC;
- 2) Promissory notes, bonds, treasury bills and similar instruments issued or guaranteed by the Government;
- 3) Other debt or capital market instruments of private entities subject to minimum short term rating of P1/MARC-1 and a minimum long term rating not lower than AAA.

(v) Trigger Events

The occurrence of any of the following events will constitute a Trigger Event:

- 1) The Issuer fails to meet the DSRA Requirement within the stipulated timeframe;
- 2) The Issuer fails to redeem or refinance any of the outstanding MTNs on its Expected Maturity;

Upon the occurrence of a Trigger Event, the Trustee shall be entitled to serve a written notice ("**Trigger Event Notice**") to the Call Option Party to grant the Call Option Party the right to either:

- a. exercise the Senior MTNs Call Option (as set out in clause (w)(vii) "Call Options"); or
- b. exercise the Property Call Option (as set out in clause (w)(vii) "Call Options").

The Call Option Party shall within 7 business days (or such other period as may be mutually agreed) of receipt of the Trigger Event Notice, notify the Trustee of its decision in relation to (a) or (b) above, failing which, the Security Trustee shall have the discretion to proceed with the disposal of the Property. The disposal process shall be managed by the Trustee, under the rights conferred to the Trustee pursuant to the Power of Attorney. The disposal price shall be determined in accordance with a pre-agreed mechanism.

The sale proceeds from the Property disposal shall be deposited into the Revenue Account and shall be dealt with in accordance to the provisions stipulated therein.

The occurrence of a Trigger Event shall not constitute an Event of Default.

In the event the sale proceeds from the Property disposal is not sufficient to redeem all outstanding amount of the Senior Class MTNs, the Senior Class MTN holders shall have the right to declare an Event of Default.

(vi) Consequences of Event of Default

: Upon occurrence of an Event of Default, subject to the terms of the Trust Deed, the Trustee may and shall, at the direction of an agreed majority of the Senior Class MTNs holders (or the holders of the Subordinated Class MTNs in the event all monies payable under or in respect of the Senior Class MTNs have been fully satisfied), by written notice to the Issuer declare that an Event of Default has occurred whereupon the Trust Deed and the security documents shall become immediately enforceable in accordance with their respective terms.

Amounts standing to the credit of the Revenue Account, (save for the Deposits) the DSRA and the Operating Account shall be applied in the following order of priority:

- a) To pay/set aside any taxes due;
- b) To pay any fees and expenses due to and/or incurred by the Trustee and other parties to the transaction in the following order of priority:

- i) Central Depository and Paying Agent fees and expenses;
 - ii) Trustee fees and expenses;
 - iii) Security Trustee fees and expenses;
 - iv) Rating fees and expenses;
 - v) Facility Agent fees and expenses;
 - vi) Administrator fees and expenses;
 - vii) Any other fees and expenses due to or incurred by other parties in relation to the transaction (including Servicer fees)
- c) To pay any accrued and unpaid coupon in respect of the Senior Class A MTNs;
 - d) To pay the principal outstanding of the Senior Class A MTNs*;
 - e) To pay any accrued and unpaid coupon in respect of the Senior Class B MTNs;
 - f) To pay the principal outstanding of the Senior Class B MTNs*;
 - g) To pay any accrued and unpaid coupon in respect of the Senior Class C MTNs;
 - h) To pay the principal outstanding of the Senior Class C MTNs*;
 - i) To pay any accrued and unpaid coupon in respect of the Senior Class D MTNs;
 - j) To pay the principal outstanding of the Senior Class D MTNs*;
 - k) To pay any accrued and unpaid coupon in respect of the Senior Class E MTNs;
 - l) To pay the principal outstanding of the Senior Class E MTNs*;
 - m) To pay any accrued and unpaid coupon in respect of the Senior Class F MTNs;
 - n) To pay the principal outstanding of the Senior Class F MTNs*;
 - o) To pay accrued and unpaid coupon in respect of the Subordinated Class MTNs;
 - p) To pay the principal outstanding of the Subordinated Class MTNs;
 - q) To pay/set aside all fees, costs and expenses incurred or to be incurred in connection with or incidental to the winding up of the Issuer; and
 - r) To pay dividends on the RPS (if any);
 - s) To redeem all the outstanding RPS (if any); and
 - t) To pay bonus fee.

** In the case of MTNs which are issued at par, principal outstanding is defined as nominal*

value of the MTNs. In the case of MTNs which are issued at a discount, the principal outstanding is defined as the original discounted proceeds of the MTNs.

(vii) Call Options : Senior MTNs Call Option

All Senior Class MTNs are issued subject to the Trustee's overriding right to sell the same on or after occurrence of a Trigger Event or an Event of Default or a Reinstatement Event (as set out in clause 2(w)(ix) "Reinstatement Event") pursuant to the Senior MTNs Call Option as referred to below.

The Senior MTNs Call Option is granted by the Trustee in favour of the Call Option Party and exercisable only after occurrence of a Trigger Event or an Event of Default or a Reinstatement Event.

Underlying Assets

All outstanding Senior Class MTNs under the MTN Programme.

Senior MTNs Call Option Period

Commencing from the date of grant of the Senior MTNs Call Option (but only exercisable after the occurrence of a Trigger Event or an Event of Default or a Reinstatement Event) and expiring on the earlier of the following:

- i) On the day of expiry of the MTN Programme and due satisfaction in full of all monies owing thereunder;
- ii) After expiry of the MTN Programme, on the day of satisfaction in full of all MTNs under the MTN Programme;
- iii) In the event of exercise of the Property Call Option, on the day of due completion thereof; and
- iv) On the day the Security Trustee has exercised the Power of Attorney pursuant to the occurrence of a Trigger Event.

Senior MTNs Call Option Price

An amount as shall be equivalent to the principal amount outstanding under the Senior Class MTNs together with interest payable (including default interest, if any) on

outstanding Senior Class MTNs up to the Senior MTNs Call Option Settlement Date (as defined in the paragraph with heading “Mechanism” below)

In the case of MTNs which are issued at par, principal amount is defined as the nominal value of the MTNs. In the case MTNs which are issued at a discount, principal amount is defined as the original discounted proceeds of the MTNs.

Mechanism

The Call Option Party may exercise the Senior MTNs Call Option at any time after the occurrence of a Trigger Event or an Event of Default or a Reinstatement Event by serving a notice (“**Senior MTNs Call Option Exercise Notice**”) on the Trustee requesting for the sale of all outstanding Senior Class MTNs at the Senior MTNs Call Option Price. Payment of the Senior MTNs Call Option Price is to be made to the Trustee on day falling within fifteen (15) business days (or such other period as may be mutually agreed) from the date of the Trustee’s receipt of the Senior MTNs Call Option Notice (“**Senior MTNs Call Option Settlement Date**”). Proceeds from the exercise of the Senior MTNs Call Option shall be distributed in the order of priority as follows:

- i) Senior Class A MTNs holders;
- ii) Senior Class B MTNs holders;
- iii) Senior Class C MTNs holders;
- iv) Senior Class D MTNs holders;
- v) Senior Class E MTNs holders;
- vi) Senior Class F MTNs holders.

Property Call Option

Granted by the Issuer in favour of the Call Option Party and exercisable any time from the date of first issuance of the MTNs under the MTN Programme solely for the purpose of disposing the Property from the Issuer into a real estate investment trust (“**REIT**”). For the avoidance of doubt, the condition for disposing the Property into a REIT shall not apply upon occurrence of a Trigger Event or an Event of Default.

Underlying Assets

The Property.

Property Call Option Period

Commencing from the date of grant of the Property Call Option (but only exercisable after the first issue of the MTNs under the MTN Programme) and expiring on the earlier of the following:

- i) On day of expiry of the MTN Programme and due satisfaction in full of all monies owing thereunder;
- ii) After expiry of the MTN Programme, on day of satisfaction in full of all MTNs under the MTN Programme;
- iii) On the day the Security Trustee has exercised the Power of Attorney pursuant to the occurrence of a Trigger Event;
- iv) upon occurrence of a Termination Event (as set out in clause 2(w)(viii) "Termination Event").

Property Call Option Price

Then prevailing market value of the Property (subject to the same being no lower than the outstanding principal and accrued interest on the Senior Class MTNs after providing for all prior payments for taxes and other fees and expenses). In the case of MTNs which are issued at par, principal amount is defined as the nominal value of the MTNs. In the case of MTNs which are issued at a discount, principal amount is defined as the original discounted proceeds of the MTNs.

Mechanism

During the Property Call Option Period, the Call Option Party may at any time exercise the Property Call Option by serving a notice to the Trustee ("**Property Call Option Exercise Notice**"). Upon serving the Property Call Option Notice, the Issuer may proceed to execute the sale and purchase agreement ("**Call Option SPA**") in relation to the Property with the Call Option Party. Upon the Call Option SPA becomes unconditional or on such other date as the parties to the Call Option SPA deem fit, serve an irrevocable written notice ("**Settlement Notice**") to the Trustee informing the payment settlement date ("**Settlement**

Date") of the Call Option SPA. The Settlement Notice must be served no less than three (3) business days prior to the Settlement Date. Proceeds from the sale of the Property shall then be distributed in the order of priority as set out under the "Termination Event" clause stipulated herein.

For the avoidance of doubt, there shall be no limitation on the number of times the Call Option Party may exercise the Property Call Option within the Property Call Option Period so long as the Call Option SPA entered into pursuant to the exercise of the Property Call Option cannot be completed due to non-compliance of the conditions precedent stipulated therein.

(viii) Termination Event : A Termination Event is deemed to have occurred upon completion of the sale and purchase of the Property pursuant to the exercise of the Property Call Option.

Upon occurrence of a Termination Event:

- a) All MTNs shall be subject to mandatory redemption;
- b) No further issuances under the MTN Programme is permitted; and
- c) The amounts standing to the credit of the Revenue Account (save for the Deposits) and Operating Account shall be applied in the following order of priority:
 - i) To pay/set aside any taxes due;
 - ii) To pay/set aside any fees and expenses due to or incurred by the Trustee and other parties to the transaction in the following order of priority:
 - (aa) Central Depository and paying agent fees and expenses;
 - (bb) Trustee fees;
 - (cc) Security Trustee fees and expenses;
 - (dd) Rating fees and expenses;
 - (ee) Facility Agent fees and expenses;
 - (ff) Administrator fees and expenses; and

- (gg) Any other fees and expenses due to or incurred by other parties in relation to the transaction (including Servicer fees);
- iii) To pay any accrued and unpaid coupon due in respect of the Senior Class A MTNs;
- iv) To pay the principal outstanding of the Senior Class A MTNs*;
- v) To pay any accrued and unpaid coupon due in respect of the Senior Class B MTNs;
- vi) To pay the principal outstanding of the Senior Class B MTNs*;
- vii) To pay any accrued and unpaid coupon due in respect of the Senior Class C MTNs;
- viii) To pay the principal outstanding of the Senior Class C MTNs*;
- ix) To pay any accrued and unpaid coupon due in respect of the Senior Class D MTNs;
- x) To pay the principal outstanding of the Senior Class D MTNs*;
- xi) To pay any accrued and unpaid coupon due in respect of the Senior Class E MTNs;
- xii) To pay the principal outstanding of the Senior Class E MTNs*;
- xiii) To pay any accrued and unpaid coupon due in respect of the Senior Class F MTNs;
- xiv) To pay the principal outstanding of the Senior Class F MTNs*;
- xv) To pay accrued and unpaid coupon due in respect of the Subordinated Class MTNs;
- xvi) To pay the principal outstanding of the Subordinated Class MTNs*;
- xvii) To set aside/pay all fees, costs and expenses incurred or to be incurred in connection with or incidental to the winding up of the Issuer;
- xviii) To pay dividends on the RPS (if any);
- xix) To redeem all the outstanding RPS (if any); and
- xx) To pay bonus fee to the Servicer.

** In the case of MTNs which are issued at par,*

principal outstanding is defined as nominal value of the MTNs. In the case of MTNs which are issued at a discount, the principal outstanding is defined as the original discounted proceeds of the MTNs.

- (ix) Reinstatement Event** : The occurrence of an event under the terms of any of the SPA(s) which entitles the Issuer as the purchaser to terminate the relevant SPA (“**Affected Sale and Purchase Agreement(s)**”) and seek a refund of the relevant purchase price.

Upon occurrence of a Reinstatement Event:

- a) the Call Option Party shall be entitled to exercise the Senior MTNs Call Option; and
- b) the Senior Noteholders may by a specified majority, decide whether to terminate the Affected Sale and Purchase Agreement(s).

- (x) Default Interest** : 1% p.a. above the base lending rate of Malayan Banking Berhad on the amount unpaid from the relevant due date up to the date of actual payment, calculated based on the actual number of days elapsed and a year of 365 days.

No default interest will be charged on the unpaid coupon payment of the Subordinated Class MTNs prior to its Legal Maturity.

- (xi) Redemption** : The MTNs under the MTN Programme shall be redeemed on their respective maturity dates at their nominal value.

- (xii) Documentation** : The MTN Programme shall be evidenced by documentation prepared by solicitors who will incorporate the terms and conditions herein and shall include such other terms and conditions standard for facilities of this nature including but not limited to events of default, cross default, right of set-off, assignment, appropriation and such other terms as may be advised by the solicitors. Issue Documents includes but not limited to:
- a) The Programme Agreement;
 - b) The Agency Agreement;
 - c) The Trust Deed;

- d) The notes to be issued under the MTN Programme;
- e) The security documents referred to above; and
- f) The Property Call Option on the Property.

Sale and Ancillary Documents includes but not limited to:

- a) The SPAs; and
- b) The existing tenancies in respect of the Property in accordance with the provisions of the SPAs.

Transaction Documents means “the Issue Documents” and “the Sale and Ancillary Documents”.

- (xiii) Issue Date** : The first issuance under the MTN Programme shall not be later than six (6) months from the date of the SC’s approval for the MTN Programme.
- (xiv) Tender Panel Members** : To be identified by the Lead Arranger and are financial institutions and/or person falling within the Selling Restriction.
- (xv) Ranking** : The MTNs constitute direct, unconditional, unsubordinated and secured obligations of the Issuer, and within each Class of MTNs, rank pari passu without discrimination, preference or priority amongst themselves and for all Classes of MTNs, in priority to all present and future unsecured obligations of the Issuer from time to time (subject to those preferred by law). As between the Classes, the MTNs are ranked in the following descending order of priority:
- i) Senior Class A MTNs;
 - ii) Senior Class B MTNs;
 - iii) Senior Class C MTNs;
 - iv) Senior Class D MTNs;
 - v) Senior Class E MTNs;
 - vi) Senior Class F MTNs;
 - vii) Subordinated Class MTNs.
- (xvi) Limited Recourse/Non-Petition** : The liability of the Issuer to make coupon and principal repayments on the MTN Programme is limited to the assets of the Issuer available

for this purpose in accordance with and subject to the order of priority of payments as set out in the Trust Deed.

Once the securities have been exhausted and there are still obligations of the Issuer remain outstanding, the outstanding obligations shall be deemed extinguished and the MTN holders shall be deemed to agree that they shall not have any legal rights as against the Issuer and accordingly, they shall not be entitled to file a petition for or institute or join any other person in instituting proceedings for the reorganization, liquidation, winding-up or receivership of the Issuer or other similar proceedings under any applicable laws.

- (xvii) Taxation** : All payments by the Issuer shall be made in full without any present or future levies, withholding or deductions of whatever nature and of any tax, whether it be of a withholding nature or otherwise unless the levy, withholding or deduction is required by the laws of Malaysia, in which event, the Issuer shall:
- a) Ensure that the deduction or withholding does not exceed the minimum legally required;
 - b) Pay to the relevant taxation or other authorities within the period for payment permitted by applicable law, the full amount of the deduction or withholding; and
 - c) Furnish to the Trustee, upon its request, an official receipt of the relevant taxation or other authorities involved for all amounts deducted or withheld as aforesaid
- (xviii) Governing Law** : Law of Malaysia
- (ixx) Role of Servicer** : The Servicer shall appoint (where necessary) a Malaysian licensed property manager as defined under the Valuers, Appraisers and Estate Agents Act 1981 to carry out such functions where required, and monitor such appointed property manager in relation to such functions which includes (but not limited to) the following functions:

- i) To let out, maintain and manage the Property in accordance with the regulations and laws binding the Issuer and the Property;
- ii) To collect all payments (including Deposits, be it forfeited or otherwise) and interest on overdue payment, other income generated directly or indirectly from the Property and pay the same to and for the account of the Issuer;
- iii) As project manager to plan and implement Asset Enhancement Plans;
- iv) To implement strategies and policies by doing all acts necessary or prudent including but not limited to maximising the revenue arising from the Property;
- v) Take up and maintain the necessary insurances over the Property, promptly notify of any event which will or may give rise to any claim or right of action under the insurances and to cause the name of the Trustee to be endorsed on such insurance policy as the loss payee and beneficiary;
- vi) Operate (including but not limitation ensuring that all payments are made into and out of) the Operating Account in accordance with the terms and conditions of the Trust Deed;
- vii) Prepare a detailed budget on a periodic basis for the purposes of the Trustee's approval setting out the estimated operating and capital expenditure and estimated receipts of, derived from or accruing to the Property; and
- viii) Prepare and deliver to the Trustee the Servicer Report containing certain information on the Property and such other information on each Servicer Report on a periodic basis