

Medium term notes ("MTNs") issuance programme of RM1200 million in nominal value (the "MTN Programme" or the "Programme")

Principal Terms and Conditions

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(A) CORPORATE INFORMATION OF ISSUER

- (1) Name : Jana Pendidikan Malaysia Sdn Bhd ("JPM" or the "Issuer")
- (2) Address : Registered Address: 16th Floor, Wisma Genting, Jalan Sultan Ismail, 50250 Kuala Lumpur  
Business Address: 16th Floor, Wisma Genting, Jalan Sultan Ismail, 50250 Kuala Lumpur
- (3) Date of incorporation : 24-May-2011
- (4) Place of incorporation : Malaysia
- (5) Business registration number : 945957-K
- (6) Residence status : Resident Controlled Company
- (7) Place and date of listing : Not listed
- (8) Principal activities : Investment Holding
- (9) Authorised, issued and paid-up share capital : **Authorised share capital of the Issuer as at 30 September 2015**  
RM100,000.00 divided into 50,000 ordinary shares of RM1.00 each and 50,000 cumulative redeemable preference shares of RM1.00 each

**Issued and paid-up share capital of the Issuer as at 30 September 2015**

RM5,002.00 comprising of 2 ordinary shares of RM1.00 each and 5,000 of cumulative redeemable preference shares of RM1.00 each fully paid-up

- (10) Structure of shareholdings and names of shareholders or, in the case of a public company, names of all substantial shareholders : The shareholder and shareholding structure of the Issuer as at 30 September 2015 is as follows:

Name of Shareholder	Number of Ordinary Shares Held	%
Genting CSR Sdn Bhd ("GCSR")	1	50
Community CSR Sdn Bhd ("CCSR")	1	50

- (11) Board of directors :
1. Tan Sri Dato' Chua Ma Yu
  2. Tan Sri Lim Kok Thay
  3. Tan Sri Quek Leng Chan
  4. Tan Sri Datuk Seri Utama Cheng Heng Jem
  5. Dato' Sri Lee Choong Yan
  6. Tan Kong Han
  7. Datuk Edward Lee Ming Foo (Alternate Director to Tan Sri Dato' Chua Ma Yu)
  8. Gerard Lim Ewe Keng (Alternate Director to Tan Sri Lim Kok Thay)
  9. Chew Seong Aun (Alternate Director to Tan Sri Quek Leng Chan)

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10. Tan Sri Dato' Koo Yuen Kim (Alternate Director to Tan Sri Datuk Seri Utama Cheng Heng Jem)
11. Koh Poy Yong (F) (Alternate Director to Dato' Sri Lee Choong Yan)
12. Chong Kin Leong (Alternate Director to Tan Kong Han)

**(B) PARTIES TO THE TRANSACTION**

(1) Origination	:	<b>No.</b>	<b>Roles</b>	<b>Name of parties</b>
		1	Issuer	JPM
		2	Principal Adviser	RHB Investment Bank Berhad
		3	Lead Arranger	CIMB Investment Bank Berhad ("CIMB")
		4	Lead Arranger	RHB Investment Bank Berhad ("RHB Investment Bank")
		5	Lead Arranger	Hong Leong Investment Bank Berhad ("HLIB")
		6	Lead Arranger	Maybank Investment Bank Berhad ("Maybank IB")
		7	Solicitors	Messrs Zul Rafique & partners (acting for the Principal Adviser, Joint Lead Arrangers and the Joint Lead Managers)
	8	Primary Subscriber	To be identified prior to each issuance of MTNs, if applicable.	

(2) At point of distribution	:	<b>No.</b>	<b>Roles</b>	<b>Name of parties</b>
		1	Facility Agent	RHB Investment Bank
		2	Lead Manager	CIMB (For the first and second issuance with the aggregate nominal value of RM1,200 million MTNs)
		3	Lead Manager	RHB Investment Bank (For the first and second issuance with the aggregate nominal value of RM1,200 million MTNs)
		4	Lead Manager	HLIB (For the first and second issuance with the aggregate nominal value of RM1,200 million MTNs)
		5	Lead Manager	Maybank IB (For the first and second issuance with the aggregate nominal value of RM1,200 million MTNs)
		6	Central Depository	Bank Negara Malaysia ("BNM") ("Central Securities Depository")
	7	Paying Agent	BNM	

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(3) After distribution :	<b>No.</b>	<b>Roles</b>	<b>Name of parties</b>
	1	Principal Adviser	RHB Investment Bank Berhad
	2	Facility Agent	RHB Investment Bank
	3	Trustee	CIMB Commerce Trustee Berhad ("Trustee")
	4	Security Agents	CIMB
	5	Central Depository	BNM
	6	Paying Agent	BNM

(C) DETAILS OF FACILITY/PROGRAMME

(1) Name of facility : Medium term notes ("MTNs") issuance programme of RM1200 million in nominal value (the "MTN Programme" or the "Programme")

(2) One-time issue or programme : Programme

(3) Shariah principles (for sukuk) :	<b>No.</b>	<b>Shariah Principles</b>

(4) Facility description : Under the Programme, the Issuer may issue from time to time during the Availability Period (as defined in the sub-paragraph relating to Availability period for debt/sukuk programme under the paragraph on Other terms and conditions below), the MTNs within the Programme Limit (as defined in the paragraph relating to Expected facility/programme size below).

(5) Currency : Ringgit

(6) Expected facility/ programme size : MYR1,200,000,000.00

(7) Option to upsize (for programme) : No

(8) Tenure of facility/ programme : 15 year(s), month(s), day(s)

(9) Availability period for debt/ sukuk programme : The MTNs may be issued at any time from the completion of documentation and unless waived by the Joint Lead Arrangers, compliance of all conditions precedent and other applicable conditions to the satisfaction of the Joint Lead Arrangers and ending on the expiry date of the Programme ("Availability Period").

(10) Clearing and settlement platform : • MyClear

(11) Mode of issue : • Private placement  
• Bought deal  
• Book running

(12) Selling restrictions : • Part 1 of Schedule 6 of the Capital Markets & Services Act, 2007 (CMSA)  
• Part 1 of Schedule 7 of the CMSA  
• Read together with Schedule 9 of CMSA  
• Section 4(6) of the Companies Act, 1965  
• Other - Please refer to the sub-paragraph relating to Selling restrictions under the paragraph on

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Other terms and conditions.

- (13) Tradability and transferability : • Non-tradable & non-transferable
- (14) Other regulatory approvals required in relation to the issue, offer or invitation to subscribe or purchase PDS/sukuk, and whether or not obtained : Not applicable.
- (15) Details of security/collateral pledged : The MTNs shall be secured by amongst others, the following:
- a) Third party equitable charge over all the shares and other securities (if any) (present and future) of the Issuer (except the cumulative redeemable preference shares and additional preference shares permitted under the Programme) ("**JPM Shares**") that are held by the Issuer's shareholders, GCSR and CCSR;
  - b) First party equitable charge over the shares in PMP ("**PMP Shares**");
  - c) First party debenture by way of a first fixed and floating charge over the present and future assets, properties and undertakings of the Issuer (other than the shares of such subsidiaries of the Issuer as may be mutually agreed between the Trustee and the Issuer in the Transaction Documents); and
  - d) First party charge and assignment over the Designated Accounts (as defined in the paragraph relating to Details of designated account(s) below).
- (collectively, the "**Security Documents**")
- The parties providing the securities/collateral as mentioned above are collectively known as "**Security Party**".
- (16) Details of guarantee : Not guaranteed
- (17) Convertibility of issuance : Non-convertible
- (18) Exchangeability of issuance : Non-exchangeable
- (19) Call option : No call option
- (20) Put option : No put option
- (21) Details of covenants : a. **Positive covenants**
- Including but not limited to the following:
- (A) Positive Covenants**
- (i) the Issuer shall obtain, maintain and renew all necessary licences, permits, consents and approvals and comply with all laws necessary for the carrying on of its business and the Issuer shall ensure that each of its subsidiaries obtain and renew all necessary licences, permits, consents and approvals and comply with all laws necessary for the carrying on of

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its business the absence of which would have a Material Adverse Effect (as defined in the sub-paragraph relating to Definitions under the paragraph on Other terms and conditions below);

- (ii) the Issuer shall obtain and promptly renew from time to time, and will as soon as practicable, deliver to the Trustee certified copies of, any authorisation, approval, consent, licence, permits which, at the relevant time, is required to be obtained by it:
  - (a) for the execution, delivery, validity, enforceability or admissibility in evidence of the Transaction Documents (as defined in the sub-paragraph relating to Transaction Documents under the paragraph on Other terms and conditions below) and to protect or reserve the rights of the holders of the MTNs ("Noteholders") thereunder in accordance with their terms; and
  - (b) for the performance by it of its obligations under the Transaction Documents to which it is a party;

and shall comply and observe the conditions or restrictions (if any) imposed in, or in connection with, any of the same.

- (iii) the Issuer shall at all times on demand execute and cause and procure the execution of all such further documents (in such form and substance as mutually agreed) and do all such further acts reasonably necessary at any time or times solely to give effect to the terms and conditions of the MTNs and the Transaction Documents;
- (iv) the Issuer shall ensure that the Group (as defined in the sub-paragraph relating to Definitions under the paragraph on Other terms and conditions below) conducts its business and affairs with reasonable diligence in a proper and efficient manner and in accordance with its Memorandum and Articles of Association as amended from time to time;
- (v) the Issuer shall promptly perform and carry out all its obligations under all the Transaction Documents in accordance with their respective terms (including but not limited to redeem the MTNs on the relevant maturity date(s) or any other date on which the MTNs are due and payable);
- (vi) the Issuer shall ensure that the Group prepares the financial statements referred to in item (ii) of the sub-paragraph relating to Information Covenants in accordance with applicable laws and on a basis consistently applied in accordance with generally accepted accounting principles and standards in Malaysia;
- (vii) the Issuer shall ensure that the Group will maintain and/or cause to be maintained such insurances in respect of their respective assets and businesses against such risks as is usual for companies carrying on the same or substantially similar business;
- (viii) the Issuer shall maintain a Paying Agent in Malaysia at all times and that the Issuer will procure that the Paying Agent shall notify the Trustee, through the Facility Agent, if the Paying Agent does not receive payment from the Issuer on the due date as required under the Trust Deed and the terms and conditions of the MTNs;
- (ix) the Issuer shall comply with all applicable provisions of the CMSA and/or the notes circulars, conditions or guidelines issued or published by the SC and other regulatory authorities from time to time in relation to the MTN Programme;
- (x) the Issuer shall ensure that the Group shall maintain its books of accounts and records in accordance with the statutory requirements in Malaysia and in a manner adequate to record and reflect in accordance with generally accepted accounting principles and standards in Malaysia the Group's operations and financial condition and it will, subject to prior reasonable written notice, permit the Trustee or its agents and servants or any person appointed by the Trustee (including its auditors) during normal office hours, to have access to and to inspect the Group's books of accounts and records relating to the Group's business at any of its office, branch or place of business and it shall give to the Trustee or any person authorised by them to inspect such records, such written authorisations as may be required to enable the Trustee and/or such authorised persons

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to inspect the said records;

- (xi) the Issuer shall as soon as practicable notify the Facility Agent and the Trustee if any of its authorised signatories are no longer authorised to act on its behalf under the Transaction Documents;
- (xii) the Issuer ensure that the Group make payment of all taxes, fees and other dues owing to the relevant authorities, where applicable, from time to time within the time periods allowed without incurring penalties which in aggregate would have Material Adverse Effect, save in respect of any taxes, fees and dues which are disputed in good faith by the Group and in respect of which adequate reserves with respect thereto have been established;
- (xiii) the Issuer shall maintain the Designated Accounts (as defined in the paragraph relating to Details of designated account(s) below) in accordance with the provisions set out in the Transaction Documents;
- (xiv) such other positive covenants as required under the SC's Trust Deeds Guidelines or as may be advised by the Solicitors and agreed with the Issuer.

b. **Negative covenants**

**(B) Negative Covenants**

The Issuer undertakes that during the tenure of the Programme, it shall not without the prior written consent of the Trustee:

- (i) permit any amendment, supplement or variation to its Memorandum or Articles of Association in a manner that is inconsistent with the provisions of the Transaction Documents or in a manner which may be materially prejudicial to the interest of the Noteholders;
- (ii) create or permit to subsist any encumbrance, mortgage, charge (whether fixed or floating), pledge, lien, right of set off or any security interests of any nature in any property whether moveable or immovable of any kind whatsoever or howsoever created or arising, ("**Security Interest**") and shall procure that none of its subsidiaries will create or permit to exist any Security Interest on or over the whole or any part of the present or future property, undertaking, assets or revenue of any kind of the Issuer or its subsidiaries save and except for:
  - a) Security Interest which are existing as at the date of fulfillment of the conditions precedent of the Programme and disclosed to the Joint Lead Arrangers and the Trustee on or before the said date provided that there is no increase in the amount already secured by such Security Interest;
  - b) Security Interest created under the Transaction Documents;
  - c) any Security Interest arising by operation of law in the ordinary course of business,
  - d) set-off provisions or liens arising in relation to the indebtedness permitted under the Transaction Documents or the standard or usual set off or lien provisions which may be contained in any agreement with any financial institutions, in relating to the opening of the Designated Accounts and any other accounts;
  - e) such other exceptions as may be mutually agreed between the Trustee and the Issuer in the Transaction Documents;
- (iii) change the utilisation of proceeds of the MTNs as set out in the Transaction Documents; and
- (iv) permit or enter into any merger, demerger, reorganisation, consolidation, amalgamation, reconstruction, take-over, scheme of compromise or arrangement affecting the present constitution of itself or any of its subsidiaries or liquidate, wind up or dissolve itself or any of its subsidiaries or suffer any liquidation, winding-up or dissolution of itself or any of its

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subsidiaries or transfer or assign any or all of their rights in or title to or interest in the licence(s) necessary for the operations of the Group unless it is part of the process of winding down/ cessation of PMP's National Stud Farm operations, or of Professional Formula Sdn Bhd and Malaysian Foster Project Management Sdn Bhd;

- (v) terminate, suspend, vary or waive and shall procure that none of its subsidiaries will terminate, suspend, vary or waive, any terms or conditions of, or grant any time or indulgence to or release or vary the liability of any person in any way which has a Material Adverse Effect;
- (vi) surrender, transfer, assign, relinquish or otherwise dispose of any of its rights and/or obligations under any of the Transaction Documents;
- (vii) to the extent that the Issuer may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Issuer hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction;
- (viii) such other negative covenants as required under the SC's Trust Deeds Guidelines or as may be advised by the Solicitors and agreed with the Issuer.

c. **Financial covenants**

**(C) Financial Covenants**

- (i) Throughout the tenure of the Programme, the Issuer shall at all times maintain a Debt Service Coverage Ratio ("**DSCR**") of not less than 1.1 times.

The DSCR shall mean the ratio of the Consolidated Cashflow (as defined in subparagraph relating to Definitions under the paragraph on Other terms and conditions below) for the most recently completed financial year ("**Latest FYE**") to the aggregate of all coupon bearing indebtedness (principal plus coupon/profit), in respect of any coupon bearing indebtedness due during the Latest FYE, which include the coupon payments and scheduled principal repayment in relation to the Programme.

The DSCR shall be calculated annually within 180 days from the end of each financial year during the tenure of the Programme based on the Group's audited financial statements in respect of the Latest FYE and be duly confirmed in writing by any of the Issuer's director to the Trustee.

- (ii) Throughout the tenure of the Programme, the Issuer shall at all times maintain a ratio of total borrowed funds ("**TBF**") divided by CRPS of not more than 5.0 times.

The above shall mean the ratio of the aggregate of all coupon bearing indebtedness of the Issuer to the CRPS outstanding at that point in time.

The DSCR and the ratio of TBF divided by CRPS shall collectively be known as the "**Financial Covenants**"

d. **Information covenants**

**(D) Information Covenants**

Including but not limited to the following:

- (i) the Issuer shall provide to the Trustee on an annual basis, a certificate signed by any one (1) authorised signatory of the Issuer confirming that it has observed, complied with and performed all its covenants and obligations under the Transaction Documents and the terms and conditions of the MTNs and that there did not exist or had not existed, from the date the MTNs were first issued or the date of the previous certificate, as the case may be, any Event of Default, and if such is not the case, to specify the same;
- (ii) the Issuer shall deliver to the Trustee the following:

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- a) as soon as they become available (and in any event within one hundred and eighty (180) days after the end of each of its financial years) a copy of the Group's audited financial statements for that period, which shall be laid before its or the Group's shareholders, as the case may be, at a general meeting in accordance with Section 169 of the Companies Act 1965;
  - b) as soon as they become available (and in any event within ninety (90) days after the end of each of its half year financial period) a copy of the Group's semi-annually unaudited financial statements for that period duly certified by one (1) of its directors confirming that such financial statements have been prepared based on accounting standards and principles adopted by the Group;
  - c) as soon as practicable, copies of all circular for shareholders resolutions (if any) and shareholders resolutions of the Issuer and PMP;
  - d) as soon as practicable, to the extent permitted by applicable laws, regulations, rules and orders, such additional financial or other information as the Trustee may from time to time reasonably request, and also, such information as the Trustee may require in order for the Trustee to discharge its duties and obligations as Trustee under the Transaction Documents;
  - e) as soon as practicable, all notices or other documents received by the Issuer from any of its shareholders or its creditors and a copy of all documents dispatched by the Issuer to its shareholders (or any class of them) in their capacity as shareholders or its creditors generally at the same time as these documents are dispatched to these shareholders or creditors;
- (iii) the Issuer shall immediately give notice to the Trustee of the occurrence or the happening of any of the following events upon becoming aware thereof:
- (a) the occurrence of any Event of Default and it shall take all reasonable steps and/or such other steps as may reasonably be requested in writing by the Trustee to remedy and/or mitigate the effect of the Event of Default; or
  - (b) the happening of any event that has caused or could cause, one of more of the following:
    - (1) any amount secured or payable under the MTNs to become immediately payable;
    - (2) the MTNs to become immediately enforceable; or
    - (3) any other right or remedy under the terms, provisions or covenants of the MTNs or the Trust Deed to become immediately enforceable;
  - (c) the occurrence of any potential event which, upon the giving of notice and/or lapse of time and/or the issue of a certificate and/or the fulfillment of the relevant requirement as contemplated under the relevant Transaction Documents would constitute an Event of Default ("**Potential Event of Default**");
- (iv) the Issuer shall immediately notify the Trustee if the Issuer becomes aware of:
- (a) any circumstances that has occurred that would materially prejudice the Issuer or any security included in or created by the MTNs or the Trust Deed (where applicable);
  - (b) any change in the nature of the business of the Issuer;
  - (c) any changes in withholding tax position;
  - (d) any change in the utilisation of proceeds from the MTNs as stated in the Transaction Documents;

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- (e) any circumstances that have occurred that would have a Material Adverse Effect (as defined in sub-paragraph relating to Definitions under the paragraph on Other terms and conditions below) and of any litigation, arbitration, dispute, investigation, proceedings or material claims which would have a Material Adverse Effect; and
- (f) any other matter that may materially prejudice the interests of the Noteholders;
- (v) such other covenants as required under the SC's Trust Deed Guidelines or as may be advised by the Solicitors and agreed with the Issuer.

(22) Details of designated account(s) :

No.	Account name	Parties responsible for opening account	Parties responsible to maintain/ operate account	Signatories to account	Sources of funds	Utilisation of funds
1	Revenue Account	The Issuer shall continue to maintain the Revenue Account with the Account Bank.	Prior to occurrence of an Event of Default: Issuer. Upon the occurrence of an Event of Default: Security Agent	Prior to occurrence of an Event of Default: Issuer  Upon the occurrence of an Event of Default: Security Agent	From time to time and at any time, the Issuer shall procure that all the dividend (after deducting amounts owing by the Issuer pursuant to any inter-company borrowings by the Issuer from PMP solely for the purpose to finance the Relevant Expenses) and/or distribution received by or on behalf of the Issuer from PMP or any other member of the Group and all other monies and income of any whatsoever received by or on behalf of the Issuer (save and except for proceeds from the MTNs, any monies received from disposal of assets or fund raising exercise which is to be utilised for purposes of mandatory early redemption of the MTNs), shall be deposited into the Revenue Account. Funds pursuant to the Autosweep Agreement shall be deposited into the Revenue Account.	The Issuer shall ensure that the monies in Revenue Account shall only be withdrawn and used for the following purposes and in the following order of priority: i. firstly, towards settlement of any taxes due and payable by the Issuer (if any); ii. thereafter, such amount equivalent to the shortfall in the Operating Account shall be disbursed into the Operating Account within three (3) business days from the date on which the funds are deposited into the Revenue Account; iii. to finance the Relevant Expenses, if any and, expenses relating to refinancing of any MTN in accordance with the Transaction Documents; iv. coupon payment (if applicable) / early redemption (if applicable) due and payable under the Credit Note to the Vendor or to its order; v. to the extent permitted by law and subject to the conditions set out in the Transaction Documents, to make such permitted

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						<p>payments and distributions as may be mutually agreed between the Issuer and the Trustee in the Transaction Documents; vi. the balance if any ("Net Dividend"), to be donated to the Charity. Notwithstanding the above priority of payments, the funds in the Revenue Account shall be utilised for Permitted Investments pursuant to the Autosweep Agreement and if applicable, funds pursuant to the Autosweep Agreement remitted into the Revenue Account shall be remitted into the respective Operating Account and Prepayment Account, where such funds are attributable to.</p>
2	Operating Account	The Issuer shall continue to maintain the Operating Account with the Account Bank	Security Agent	Security Agent	The Issuer shall procure that the monies in the Revenue Account shall be transferred from the Revenue Account into the Operating Account in accordance with sub-item (ii) under Utilisation of Funds of the paragraph relating to the Revenue Account) above. Funds pursuant to the Autosweep Agreement shall be remitted into the Operating Account.	The Security Agent shall be authorised to utilise the funds held in the Operating Account (including interest thereon) for the purposes and in the following order of priority: i. fees, expenses, costs, charges, liabilities, taxes, duty, levies, government charges and other payments (including any indemnity payments) payable by the Issuer arising from or in relation to the Programme and the Secured Hedging (as defined in the sub-paragraph relating to Definitions under the paragraph on Other terms and conditions below) for the current coupon period; ii. coupon (including any default coupon) for the current coupon period under the Programme and the Secured Hedging; iii. voluntary

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						early redemption or redemption of the MTNs in respect of the Programme and the Secured Hedging. Any unutilised cash in the Operating Account shall remain in the Operating Account for future payment of the items set out above. Notwithstanding the above priority of payments, the funds in the Operating Account shall be utilised for Permitted Investments pursuant to the Autosweep Agreement.
3	Prepayment Account	The Issuer shall continue to maintain the Prepayment Account with the Account Bank.	Security Agent	Security Agent	The Issuer shall procure that all proceeds arising from any of the mandatory early redemption events set out in the paragraph on Provisions on early redemption below shall be deposited into the Prepayment Account within three (3) business days from date of receipt of the funds by the Issuer. Funds pursuant to the Autosweep Agreement shall be remitted into the Prepayment Account.	The funds held in the Prepayment Account shall be utilised towards mandatory early redemption of the MTNs in accordance with the applicable early redemption terms and towards prepayment of the Secured Hedging. Notwithstanding the above, the funds in the Prepayment Account shall be utilised for Permitted Investments pursuant to the Autosweep Agreement.
4	Investment Account	The Issuer shall continue to maintain the Investment Account with the Account Bank.	Security Agent	Security Agent	Funds from the relevant Designated Accounts which shall be transferred on a daily basis into the Investment Account to be dealt with pursuant to the Autosweep Agreement.	The funds held in the Investment Account shall be utilised towards subscribing to the liquidity management services provided by the Account Bank in respect of the funds in the Designated Accounts. The funds in the Designated Accounts shall be dealt with in accordance to the terms and conditions as stipulated in the Autosweep Agreement (as defined in the sub-paragraph relating to Definitions under the paragraph on Other terms and

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						conditions below) and no variation or amendments thereof shall be made without the prior written consent of the Security Agent. The funds pursuant to the Autosweep Agreement shall be remitted into the relevant Designated Accounts.
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(23) Name of credit rating agency and credit rating : Not Rated

(24) Conditions precedent : Conditions precedent to the availability of the Programme include but not limited to the following, all to be in form and substance acceptable to the Joint Lead Arrangers:

**Main Documentation**

- (i) The Transaction Documents (as defined in the sub-paragraph relating to Transaction Documents under the paragraph on Other terms and conditions below) have been duly executed and stamped (or, where applicable, endorsed as exempted from stamp duty) and presented for registration;
- (ii) All relevant notices and/or acknowledgements and consents to/from relevant counterparties (where applicable) to be delivered and/or obtained in connection with the Programme shall have been made or received as the case may be, by the Joint Lead Arrangers;
- (iii) Evidence that the Form 34 (as prescribed under the Companies Act, 1965) in respect of the charges created by the Security Documents, for the purpose of registration of such charges with the Companies Commission of Malaysia in accordance with section 108 of the Companies Act, 1965 have been duly executed by a director and/or the company secretary of the Issuer or any Security Party (as the case may be) and duly lodged with Companies Commission of Malaysia;
- (iv) Evidence that the power of attorney clause as may be contained in the Security Documents (where applicable) shall have been presented for registration with the High Court of Malaya.

**General**

- (v) Certified true copies of the Certificates of Incorporation and the Memorandum and Articles of Association of the Issuer (which substantially incorporates the terms of the CRPS) and each of the Security Parties;
- (vi) Certified true copies of the latest Form 24, Form 44 and Form 49 of the Issuer and each of the Security Parties;
- (vii) Certified true copy of the Board resolution of the Issuer, amongst others, for the establishment of the Programme, authorising the issuance of MTNs and the execution of the Transaction Documents to which it is a party;
- (viii) Certified true copy of the Board resolution of the Security Parties, amongst others, for the execution of the Transaction Documents to which it is a party;
- (ix) A list of the authorised signatories and their respective specimen signatures of each of the Issuer's and the Security Parties' authorised signatories for the Programme;
- (x) Search results arising from searches conducted on the Issuer, PMP, GCSR and CCSR at

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the Companies Commission of Malaysia and such results are satisfactory and in particular, such search results reveal that there are no charges that have been registered in the Companies Commission of Malaysia, which would adversely affect the interests of the Trustee, the Security Agent or the Noteholders under the Transaction Documents;

- (xi) Winding-up search results conducted on the Issuer, PMP, GCSR and CCSR at the Department of Insolvency, Malaysia which confirm that the Issuer, PMP, GCSR and CCSR have not been wound up;
- (xii) Evidence that the Lodgment Kit in respect of the Programme has been lodged to the SC;
- (xiii) All corporate, regulatory, governmental, creditors and other approval and/or consents, if any, for the Programme and the execution of the Transaction Documents have been obtained;
- (xiv) Evidence that the Designated Accounts have been duly opened with the Account Bank;
- (xv) Receipt of the redemption statement and letter of undertaking from the facility agent and security agent of a syndicated term loan facility of up to RM1,350,000,000.00 ("**Existing Facility**") which shall include an undertaking to forward the original shares certificates of the PMP Shares and the JPM Shares and the duly executed discharge of charge documents (as the case may be) to the Security Agent, and upon their receipt of the redemption sum to refund the redemption sum in the event the discharge of charge cannot be registered;
- (xvi) Evidence that the Issuer has sufficient funds to pay the differential amount (if any) between the outstanding amounts under the Existing Facility and the MTNs proceeds;
- (xvii) Confirmation from the Joint Lead Arrangers that arrangements have been made for the payment of all transaction fees, costs and expenses in connection with the establishment of the Programme;
- (xviii) Each of the Joint Lead Arrangers has received from the Solicitors a satisfactory legal opinion addressed to it and the Trustee, advising with respect to, amongst others, the legality, validity and enforceability of the Transaction Documents and a confirmation addressed to the Joint Lead Arrangers that all the conditions precedent have been fulfilled or otherwise waived by the Joint Lead Arrangers as the case may be;
- (xix) Evidence that the Trustees' Reimbursement Account (as defined in the paragraph relating to the Trustees' Reimbursement Account under the paragraph on Other terms and conditions below) has been established and arrangements have been made for the deposit of RM30,000.00 into such account;
- (xx) Such other conditions precedent as may be advised by the Solicitors, the Joint Lead Arrangers and agreed by the Issuer.

- (25) Representations and warranties : Representations and warranties usual and customary for a transaction of such nature including but not limited to the following:
- (i) each of the Issuer and PMP is a company with limited liability duly incorporated and validly existing under the laws of Malaysia;
  - (ii) the Memorandum and Articles of Association of the Issuer and PMP include provisions which give power and all necessary corporate authority has been obtained and action taken for the Issuer and PMP to own their respective assets and to carry on their respective businesses and operations as they are now being conducted, and the Memorandum and Articles of Association of the Issuer include provisions which give power and (subject to the application of general principles of law limiting the Issuer's obligations) all necessary corporate authority has been obtained and action taken, for the Issuer to execute deliver, and perform its obligations under the Transaction Documents and each of the Transaction Documents constitutes valid and binding obligations of the Issuer enforceable in accordance with its terms;
  - (iii) all necessary actions required under the Programme have been or will be taken and fulfilled at the relevant time, and all necessary authorisation and consents required under the Programme have been or will be obtained and once obtained, will remain in full force and effect;

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- (iv) neither the execution and delivery of the Transaction Documents, nor the performance of any of the transactions contemplated in the Transaction Documents does or will contravene or constitute a default under:
  - (a) any law by which the Issuer or any of its assets is bound or affected;
  - (b) the Issuer's Memorandum and Articles of Association; or
  - (c) any agreement to which the Issuer is a party or by which any of its assets is bound;
- (v) the Issuer's and PMP's audited financial statements are prepared in accordance with approved accounting standards in Malaysia and fairly represent their respective financial positions;
- (vi) save and except as disclosed in writing by the Issuer to the Trustee on or prior to the date of the Trust Deed, no litigation, arbitration or administrative proceeding or claim which might by itself or together with any other such proceedings or claims, which if adversely determined, would have a Material Adverse Effect, is presently in progress or pending, or to the best of the knowledge, information and belief of the Issuer threatened against the Issuer or PMP;
- (vii) to the Issuer's knowledge and belief, all material information (other than projections) furnished in writing by the Issuer in connection with the Programme is true and accurate in all material respects in light of the circumstances under which they were made and all expressions of expectation, intention, belief and opinion contained therein were made, and all projections have been prepared, in good faith and based on reasonable assumptions;
- (viii) the Issuer is the beneficial and legal owner to all of the PMP Shares;
- (ix) to the best of the Issuer's knowledge and belief, no Event of Default has occurred and is continuing or would occur as a result of the issuance of the MTNs; and
- (x) any other representations and warranties as advised by the Solicitors and mutually agreed between the Joint Lead Arrangers and the Issuer.

- (26) Events of defaults or enforcement events, where applicable, including recourse available to investors :
- Events of Default for a programme of this nature as advised by the Solicitors and the Joint Lead Arrangers and agreed with the Issuer, including but not limited to the following:
- (i) the Issuer fails to pay any amount due from it under any of the MTNs or any of the Transaction Documents on the due date whether formally demanded or not or on demand, if so payable unless the non-payment is caused by:
    - (a) a technical or administrative error which is remedied within three (3) business days of the due date; or
    - (b) a Disruption Event (as defined in the sub-paragraph relating to Definitions under the paragraph on Other terms and conditions below) which is remedied within three (3) business days from the due date, and the Issuer shall provide notification to the Facility Agent and the Trustee no later than the due date, of such Disruption Event;
  - (ii) save for the Specific Covenants as stated in the Transaction Documents, the Issuer or any of the Security Party commits a breach of any term, stipulation, covenant, undertaking or obligation contained in the Transaction Documents or under any undertaking or arrangement entered into in connection herewith or therewith and on its part to be observed and performed and, in the case of a breach capable of remedy, the breach is not remedied to the reasonable satisfaction of the Trustee within fourteen (14) days after the Issuer or the Security Party became aware of such breach or after the date of the notice from the Trustee notifying the Issuer and the Security Party of such breach, whichever is earlier;
  - (iii) any representation or warranty made or given by the Issuer or any Security Party under the Transaction Documents or which is contained in any certificate, document or statement furnished at any time pursuant to the terms of the Programme and/or any of the Transaction Documents is or proves to be not true and correct in any material respect or if repeated at

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any time with reference to the facts and circumstances subsisting at such time, would not be true and correct in all material respects, unless the circumstances giving rise to the misrepresentation or breach of warranty:

- (a) are capable of remedy; and
- (b) are remedied within fourteen (14) days of the Trustee giving notice of the misrepresentation or breach of warranty to the Issuer or the Issuer becoming aware of such misrepresentation or breach of warranty, whichever is earlier; or
- (iv) the Issuer or PMP suspends or threatens to suspend or cease or threatens to cease the NFO business as presently conducted;
- (v) (a) any indebtedness for borrowed moneys of any of member of the Group to any third party or parties becomes due or capable of being declared due before its stated maturity or is not paid when due nor within the applicable grace period in any agreement relating to that indebtedness for borrowed money (if any), or (b) any guarantee issued by any of member of the Group is not discharged at maturity or when called, or (c) any member of the Group defaults under, or commits a breach of, any agreement or instrument relating to such indebtedness for borrowed money or guarantee, or (d) any security created to secure such indebtedness, becomes enforceable, and where any of the above is not remedied within thirty (30) days from the date the Trustee gives notice to the Issuer or the Issuer becoming aware of the default or breach, whichever is earlier;
- (vi) (a) a liquidator or receiver is appointed over the whole or any member of the Group; or
- (b) an encumbrancer takes possession of, or a liquidator, trustee, receiver, administrator or other similar officer is appointed in respect of the whole or substantial part of the business property or assets of the Issuer or any member of the Group; or
- (c) distress, or any form of execution or process is levied or enforced upon or sued out against all or a substantial part of the properties, assets and undertakings of the Issuer or any member of the Group;

and such events are not discharged within thirty (30) days after being appointed, levied, enforced or sued out provided that the affected member of the Group has shown to the Trustee that it has promptly taken steps in good faith to discharge such events and whereby "substantial" herein means at least an amount equivalent to Ringgit Malaysia Twenty Million (RM20,000,000);

- (vii) the Issuer or any member of the Group or any Security Party is/are deemed unable to pay any of its/their respective debts within the meaning of Section 218(2) of the Companies Act, 1965, provided that such breach is not rectified within thirty (30) days or is being contested in good faith by the Issuer or such other member of the Group or such Security Party;
- (viii) any step is taken for the winding up, dissolution or liquidation of the Issuer or any other member of the Group or any Security Party (unless such step is frivolous or vexatious or related to a claim which is being contested in good faith by the Issuer, such member of the Group or any Security Party) or a resolution is passed for the winding up, dissolution or liquidation of the Issuer or any other member of the Group or any Security Party or a petition for winding up is presented against the Issuer, any other member of the Group or any Security Party (unless such step is frivolous or vexatious or related to a claim which is being contested in good faith by the Issuer, such other member of the Group or any Security Party) and is not withdrawn or discharged within forty five (45) days from the date of service of such petition or an order has been made for the winding up, dissolution or liquidation of the Issuer, any other member of the Group or any Security Party;
- (ix) the Issuer or any other member of the Group or any Security Party proposes or makes any arrangement or composition with or any assignment for the benefit of its creditors or begins negotiations with its creditors, or takes any proceedings or other steps, with a view to:
  - (a) reschedule or defer all or a substantial part of its indebtedness; or

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(b) agree to a moratorium or a moratorium is agreed or declared by a court of competent jurisdiction in respect of or affecting all or a substantial part of its indebtedness; or

(c) enter into a scheme of arrangement under Section 176 of the Companies Act, 1965 (or any analogous provisions under any other relevant jurisdiction) or the Issuer or any other member of the Group or any Security Party enters into a scheme of arrangement under Section 176 of the Companies Act, 1965 (or any analogous provisions under any other relevant jurisdiction) or a scheme of arrangement under Section 176 of the Companies Act, 1965 (or any analogous provisions under any other relevant jurisdiction) has been instituted against the Issuer or any other member of the Group or any Security Party;

and such events have not been discharged within forty five (45) days, whereby "substantial" herein means at least an amount equivalent to Ringgit Malaysia Twenty Million (RM20,000,000.00) provided that the Issuer or the affected member of the Group or such Security Party has shown to the Trustee that it has promptly taken steps in good faith to discharge such events;

- (x) anything analogous to any of the events set out in items (vi), (vii), (viii) or (ix) above occurs under any applicable law;
- (xi) any provision of the Transaction Documents is or becomes, for any reason, invalid, enforceable, void or voidable or if any law is brought into effect which purports to render ineffective or invalid any provision of the Transaction Documents or which would prevent the Issuer or any Security Party from performing any of their respective obligations under the Transaction Documents or render such performance illegal or unlawful;
- (xii) any substantial property, assets or undertakings of any member of the Group shall be condemned, seized or otherwise expropriated or nationalised by any person acting or purporting to act under the authority of the government, whereby "substantial" herein means at least an amount equivalent to Ringgit Malaysia Twenty Million (RM20,000,000.00);
- (xiii) any of the Transaction Documents is alleged by the Issuer or any Security Party not to be in proper legal form for the enforcement thereof in the courts of Malaysia or any other courts of competent jurisdiction;
- (xiv) the Issuer or any Security Party repudiates or terminates its obligations under any of the Transaction Documents;
- (xv) where there is a revocation, withholding, invalidation or modification of any licence, authorisation, approval or consent that impairs or prejudices the Issuer's ability to comply with the terms and conditions of the MTNs or the provisions of any of the Transaction Documents;
- (xvi) any other event or events occurs or circumstances arise (whether related or not) which in the reasonable opinion of the Trustee has or is reasonably likely to have a Material Adverse Effect and if such event is capable of remedy, it is not discharged or remedied within thirty (30) days;
- (xvii) any other events of default as may be advised by the Solicitors and to be mutually agreed between the Issuer and the Joint Lead Arrangers.

Upon the declaration of an Event of Default, no further issuance of MTNs may be made under the Programme and the Trustee may at its discretion or, upon the Noteholders' instruction by a special resolution, shall institute such proceedings as it thinks fit against the Issuer and/or the Security Parties to enforce payment of all sums payable under the MTNs and the Programme and to enforce its rights under the Transaction Documents.

(27) Governing laws : Laws of Malaysia.

(28) Provisions on buy-back : **Redemption on maturity**

Unless previously redeemed or purchased and cancelled, the MTNs will be redeemed by the

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Issuer at 100% of their nominal value on their respective maturity dates.

**Repurchase and Cancellation**

Upon expiry of the Non-transferable and Non-tradable Period, the Issuer or any of its subsidiaries or agents may at any time purchase the MTNs at any price in the open market or by private treaty, but these repurchased MTNs shall be cancelled and cannot be resold.

(29) Provisions on early redemption : **Voluntary Early Redemption**

In relation to coupon bearing MTN:

The Issuer may from time to time and at any time redeem the coupon bearing MTNs at their nominal value in whole or in part before their respective maturity dates (which shall be redeemed in its direct order of maturity) provided that:

- (a) such early redemption is made on a coupon payment date;
- (b) the Issuer shall have given not less than fourteen (14) day's prior notice in writing to the Facility Agent (or such other period as may be agreed upon by the Facility Agent or by paying fourteen (14) days' coupon in lieu of such prior written notice;
- (c) all coupon accrued on the early redemption amount shall be paid on the date of the early redemption; and
- (d) such early redemption shall have a minimum amount of RM1.0 million and in integral multiples of RM1.0 million.

In the event of early redemption of the coupon bearing MTNs by the Issuer otherwise than on a coupon payment date of the coupon bearing MTNs, the Issuer shall pay to the relevant Noteholders', the break cost calculated in accordance with the Transaction Documents.

In relation to non-coupon bearing MTNs:

The Issuer may from time to time and at any time redeem the non-coupon bearing MTNs at an early redemption amount as set out in the relevant pricing supplement or the conditions of the MTN in respect of such non-coupon bearing MTNs in whole or in part before their respective maturity dates (which shall be redeemed in its direct order of maturity) provided that:

- (a) the Issuer shall have given not less than fourteen (14) days' prior notice in writing to the Facility Agent (or such other period as may be agreed upon by the Facility Agent); and
- (b) such early redemption shall have a minimum amount of RM1.0 million and in integral multiples of RM1.0 million.

Any notice issued hereunder shall be irrevocable. The amount of any early redemption hereunder shall become due and payable on the date specified in the relevant notice.

**Mandatory Early Redemption**

Upon occurrence of any of the following events, the Issuer shall mandatorily prepay the outstanding MTNs in accordance with the following terms:

- (i) prepay the outstanding MTNs in whole but not in part in the event of a breach of any of the Specific Covenants as stated in the Transaction Documents and in the case of a breach capable of remedy, the breach is not remedied to the satisfaction of the Trustee within seven (7) days after the Issuer and the Security Party became aware of such breach or after the date of the notice from the Trustee notifying the Issuer and the Security Party of such breach;
- (ii) prepay the outstanding MTNs in whole but not in part in the event of any fund raising exercise by the Issuer and/or its subsidiaries (other than such subsidiaries of the Issuer as may be agreed by the Trustee in the Transaction Documents), including but not limited to an initial public offering exercise or refinancing exercise (but excluding the issuance of the Additional PS, issuance of new ordinary shares by PMP to the Issuer and inter-company borrowings by the Issuer from PMP which such inter-company borrowings being used solely for the purpose to finance the Relevant Expenses) whereupon the entire amount of the proceeds arising from

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such fund raising exercise (less any related costs and expenses) or such amount of proceeds equivalent to the whole amount of the outstanding MTNs, whichever is lower, shall be used to prepay the whole of the outstanding MTNs;

- (iii) prepay the outstanding MTNs in whole or in part in the event of any disposal of assets by the Issuer where such disposal proceeds are at least Ringgit Malaysia Eight Hundred Thousand (RM800,000.00) per disposal save and except disposals pursuant to the Net Dividend Trust Deed; and
- (iv) prepay the outstanding MTNs in whole or in part in the event of any disposal of assets by PMP (other than in the ordinary course of business and other than the winding down / cessation of PMP's subsidiaries, Professional Formula Sdn Bhd and Malaysian Foster Project Management Sdn Bhd and/or the National Stud Farm operations of PMP) where such disposal proceeds are at least five per centum (5.0%) of the fixed assets of PMP per annum (calculated based on the latest available audited accounts of PMP) where the amount arising from such disposal shall be distributed by way of dividends and/or other distribution by PMP to the Issuer at the next dividend or distribution date as permitted by law.

The Issuer shall ensure that all proceeds arising from any of the mandatory early redemption events above shall be deposited into the Prepayment Account upon receipt of such funds by the Issuer or any other party on its behalf, and shall utilize such proceeds including interest accrued thereon for mandatory early redemption on the next coupon payment date.

- (30) Voting : All matters or resolutions which require the Noteholders' consent under the Programme shall be carried out on a collective basis.

Any MTNs held by the Issuer or any interested person (as defined in the SC's Trust Deeds Guidelines) of the Issuer shall not be counted for the purpose of voting, subject to any exceptions set out in the SC's Trust Deeds Guidelines.

- (31) Permitted investments : The Issuer can place funds in fixed deposits and/or repurchase agreement transactions and/or capital market instruments guaranteed by the Government of Malaysia and/or money market instruments that are capital protected where there is the flexibility of early withdrawal without incurring any penalty such as bankers' acceptance or promissory notes or certificates of deposits issued by any bank licensed pursuant to the Financial Services Act, 2013 and having a minimum long-term rating of AA3 and short-term rating of P1 or its equivalent and/or other deposits that are capital protected with any licensed bank with minimum long-term rating of AA3 and short-term rating of P1 and/or such investments as provided under the Autosweep Agreement ("**Permitted Investments**") with a financial institution(s) which has a minimum rating of AA3/P1 or its equivalent, PROVIDED THAT:

- a) the maturity of any Permitted Investment (save and except for such investments as provided under the Autosweep Agreement) shall fall on a date, which is three (3) business days before the next coupon payment date or the next maturity date of any series, whichever is earlier;
- b) the Permitted Investment(s) is/are denominated in Ringgit Malaysia; and
- c) the Permitted Investment(s) shall not be subject to any market risks.

- (32) Ta'widh (for sukuk) :

- (33) Ibra' (for sukuk) :

- (34) Kafalah (for sukuk) :