

Indera Persada Sdn Bhd (Issuer or IPSB).

A medium term notes (MTNs) facility of up to RM68.0 million in nominal value (MTN Facility).

Principal Terms and Conditions

(A) CORPORATE INFORMATION OF ISSUER

- (1) Name : Indera Persada Sdn Bhd ("Issuer" or "IPSB").
- (2) Address : Registered Address:
Level 5, Tower 8, Avenue 5, Horizon 2
Bangsar South City
59200 Kuala Lumpur
Wilayah Persekutuan Kuala Lumpur.
- Business Address:
B5/4/4, One Ampang Business Avenue
Jalan Ampang Utama
68000 Ampang
Selangor.
- (3) Date of incorporation: 2 August 2011
- (4) Place of incorporation : Malaysia
- (5) Business/Company : 955495-T.
Registration Number
(Old)
- (6) Business/Company : 201101027360.
Registration Number
(New)
- (7) Residence status : Resident Controlled Company
- (8) Place of listing : Not Listed
- (9) Date of listing : Not Listed
- (10) Principal activities of : The Issuer is principally engaged in undertaking construction and establishing and
Issuer the maintenance of working facilities and infrastructure authorised by the
concession.

Indera Persada Sdn Bhd (Issuer or IPSB).

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Principal Terms and Conditions

(11) Issued and paid-up : The issued and paid up share capital of the Issuer as at 28 August 2023 is share capital RM5,000,000.00 comprising 5,000,000 ordinary shares.

(12) Structure of : The name of shareholder and structure of shareholding of the Issuer as at 28 shareholdings and names of August 2023 are as follows:

Name of Shareholder	No shares held	% of shareholding
Kumpulan Melaka Berhad	1,500,000	30%
Matang Makmur Holdings Sdn Bhd	3,500,000	70%

(13) Board of directors :

No.	Name
1	Lee Wah Chong, Mejer (K) Datuk Wira
2	Zaini Bin Omar, Tan Sri Dato' Ir. Haji
3	Haji Ishak Bin Haji Mohamed, Dato'
4	Lee Jin Jean
5	Mohd Saleh Bin Jusman
6	Badrul Hisham Bin Muhammad, Dato

(14) Disclosure of the : following

- (i) If the Issuer or : None.
its board
members have
been convicted
or charged with
any offence
under any
securities laws,
corporation
laws or other
laws involving
fraud or
dishonesty in a
court of law, or
if any action
has been

Indera Persada Sdn Bhd (Issuer or IPSB).

A medium term notes (MTNs) facility of up to RM68.0 million in nominal value (MTN Facility).

Principal Terms and Conditions

initiated against
the Issuer or its
board members
for breaches of
the same, for
the past ten
years prior to
the lodgement/
since
incorporation
(for Issuer
incorporated
less than ten
years)

- (ii) If the Issuer has: None.
been subjected
to any action by
the stock
exchange for
any breach of
the listing
requirements or
rules issued by
the stock
exchange, for
the past five
years prior to
the lodgement

(B) CORPORATE INFORMATION OF GUARANTOR

(1) Name : Digistar Corporation Berhad ("Digistar").

(2) Address : Registered Address:
Level 5, Tower 8, Avenue 5, Horizon 2
Bangsar South City
59200 Kuala Lumpur
Wilayah Persekutuan Kuala Lumpur.

Business Address:
B6/4/4, 3rd Floor
One Ampang Business Avenue
Jalan Ampang Utama 1/2
68000 Ampang
Selangor.

Indera Persada Sdn Bhd (Issuer or IPSB).

A medium term notes (MTNs) facility of up to RM68.0 million in nominal value (MTN Facility).

Principal Terms and Conditions

- (3) Date of incorporation: 15 January 2003
- (4) Place of incorporation : Malaysia
- (5) Business/Company : 603652-K.
Registration Number
(Old)
- (6) Business/Company : 200301001232.
Registration Number
(New)
- (7) Residence status : Resident Controlled Company
- (8) Place of listing : Bursa Malaysia
- (9) Date of listing : 7 November 2003
- (10) Principal activities of : The principal activity of Digistar is investment holding.
Guarantor
- (11) Issued and paid-up : The issued share capital of Digistar as at 28 August 2023 is RM55,335,845.84
share capital comprising 467,429,215 ordinary shares.
- (12) Structure of : The names of substantial shareholders and structure of substantial shareholding of
shareholdings and Digistar as at 28 August 2023 are as follows:
names of
shareholders or, in
the case of a public
company, names of
all substantial
shareholders

Name of Shareholders	D i r e c t Interest		I n d i r e c t Interest	
	No. of shares held	Percentage of Shareholding (%)	No. of shares held	Percentage of Shareholding (%)
LWC Capital Sdn Bhd	126,656,503	27.096	-	-
Mejar (K) Datuk Wira Lee Wah Chong	-	-	126,875,549	27.143*

Notes:

Indera Persada Sdn Bhd (Issuer or IPSB).

A medium term notes (MTNs) facility of up to RM68.0 million in nominal value (MTN Facility).

Principal Terms and Conditions

Deemed interested by virtue of his shareholding in LWC Capital Sdn Bhd pursuant to section 8 of the Companies Act 2016 (as amended from time to time) ("Companies Act**") and the shareholding of his son and daughter pursuant to Section 59(11) (c) of the Companies Act.*

(13) Board of directors :

No.	Name
1	Lee Wah Chong, Mejer (K) Datuk Wira
2	Ishak Bin Haji Mohamed, Dato'
3	Lee Jin Jean
4	Lee Chun Szen
5	Thee Kok Chuan
6	Zaini Bin Omar, Tan Sri Dato' Ir.
7	Lee Mey Ling

(14) Disclosure of the :
following

- (i) If the Guarantor : None.
or its board
members have
been convicted
or charged with
any offence
under any
securities laws,
corporation
laws or other
laws involving
fraud or
dishonesty in a
court of law, or
if any action
has been
initiated against
the Guarantor
or its board
members for
breaches of the

Indera Persada Sdn Bhd (Issuer or IPSB).

A medium term notes (MTNs) facility of up to RM68.0 million in nominal value (MTN Facility).

Principal Terms and Conditions

same, for the
past ten years
prior to the
lodgement/
since
incorporation
(for Guarantor
incorporated
less than ten
years)

- (ii) If the Guarantor : None.
has been
subjected to
any action by
the stock
exchange for
any breach of
the listing
requirements or
rules issued by
the stock
exchange, for
the past five
years prior to
the lodgement

(C) PARTIES TO THE TRANSACTION

(a) Origination

No.	Roles	Name of parties
1	Issuer	Indera Persada Sdn Bhd ("Issuer" or "IPSB").
2	Guarantor	Digistar Corporation Berhad ("Digistar")
3	Principal Adviser	Public Investment Bank Berhad
4	Lead Arranger	PIVB
5	Solicitors	Messrs. Adnan Sundra & Low
6	Facility Agent	PIVB

Indera Persada Sdn Bhd (Issuer or IPSB).

A medium term notes (MTNs) facility of up to RM68.0 million in nominal value (MTN Facility).

Principal Terms and Conditions

7	Trustee	Pacific Trustees Berhad ("PTB")
8	Security Trustee	PTB
9	Credit Rating Agency	RAM Rating Services Berhad ("RAM")
10	Other-Responsible Party to Submit Post-Issuance Notice	PIVB

(b) At the point of distribution

No.	Roles	Name of parties
1	Issuer	IPSB
2	Guarantor	Digistar
3	Lead Manager	PIVB
4	Facility Agent	PIVB
5	Central Depository	Bank Negara Malaysia ("BNM")
6	Paying Agent	BNM

(c) After distribution

No.	Roles	Name of parties
1	Issuer	IPSB
2	Guarantor	Digistar
3	Principal Adviser	Public Investment Bank Berhad
4	Facility Agent	PIVB
5	Trustee	PTB
6	Security Trustee	PTB

Indera Persada Sdn Bhd (Issuer or IPSB).

A medium term notes (MTNs) facility of up to RM68.0 million in nominal value (MTN Facility).

Principal Terms and Conditions

7	Central Depository	BNM
8	Credit Rating Agency	RAM
9	Paying Agent	BNM

(D) DETAILS OF FACILITY/PROGRAMME

- (1) Name of facility : A medium term notes ("MTNs") facility of up to RM68.0 million in nominal value ("MTN Facility").
- (2) One-time issue or programme : One-time issue
- (3) Type of issuance(s) under this facility : Corporate Bonds
- (4) ASEAN Corporate Bonds :
- (5) Shariah principles (for sukuk) : Not applicable
- (6) Facility description (for ringgit-denominated sukuk, to provide description as cleared by the SC) : The MTNs to be issued to the holders of the MTNs ("**MTNholder(s)**") under the MTN Facility shall be issued as follows:
a) all issuances of MTNs under the MTN Facility shall be collectively secured by the Security (as defined under "*Details of security/collateral pledged, if applicable*" below); and
b) each tranche will have the same issue dates but each having different maturity dates ("**Tranche**").
- (7) Currency : Ringgit
- (8) Expected facility/ programme size : Up to MYR 68,000,000.00
- (9) Option to upsize (for : No

Principal Terms and Conditions

programme)

(10) Tenure of facility/
programme : 8 year(s)

(11) Availability period of : Not applicable
debt/ sukuk
programme

(12) Clearing and : BNM or its successors-in-title or successor in such capacity, in relation to the MTN
settlement platform Facility.

(13) Mode of issue : ☒ Private/direct placement

(14) Selling restrictions : (i) At issuance:

- ☒ Read together with Schedule 9 of the CMSA
- ☒ Section 2(6) of the Companies Act 2016
- ☒ Other-Selling Restrictions at Issuance: The MTNs may only be offered, sold, transferred or otherwise disposed of, directly or indirectly, to persons to whom an offer or invitation to subscribe for or purchase the MTNs and to whom the MTNs are issued would fall within: (a) Section 2(6) of the Companies Act 2016 (as amended from time to time) ("Companies Act"); (b) (i) paragraph 1(a), (b) or (d) of Part I of Schedule 5 of the Capital Markets and Services Act 2007 (as amended from time to time) ("CMSA"); and (ii) Schedule 6 and Schedule 7 of the CMSA, read together with Schedule 9 or Section 257(3) of the CMSA, subject to any change in the applicable laws, order, regulation or official directive of BNM and/or the SC from time to time.

(ii) After issuance:

- ☒ Read together with Schedule 9 of the CMSA
- ☒ Section 2(6) of the Companies Act 2016
- ☒ Other-Selling Restrictions Thereafter: The MTNs may only be offered, sold, transferred or otherwise disposed of, directly or indirectly, to persons to whom an offer or invitation to subscribe for or purchase the MTNs and to whom the MTNs are issued would fall within: (a) Section 2(6) of the Companies Act; (b) (i) paragraph 1(a), (b) or (d) of Part I of Schedule 5 of the CMSA; and (ii) Schedule 6 (or Section 229(1)(b)) of the CMSA, read together with Schedule 9 or Section 257(3) of the CMSA, subject to any change in the applicable laws, order, regulation or official directive of BNM and/or the SC from time to time.

(15) Tradability and : Size in Ringgit which are tradable and transferable:
transferability MYR 68,000,000.00

Size in Ringgit which are non-tradable and non-transferable:
Not applicable

Size in Ringgit which are restricted transferability:

Principal Terms and Conditions

Not applicable

- (16) Secured/combinatio : Secured.
n of unsecured and
secured, if
applicable
- The MTN Facility shall be secured, by the following security ("**Security**") in favour of the Security Trustee:
- (i) Existing first party charge over the Existing Collection Account (as defined under "*Other terms and conditions – Definitions*" below) and the Existing Maintenance Services Charges Account (as defined under "*Other terms and conditions – Definitions*" below);
 - (ii) Existing first party debenture over all of the Issuer's present and future assets, fixed and floating, save for the Asset Management Programme Account (as defined under "*Other terms and conditions – Definitions*" below);
 - (iii) Third party negative pledge by Matang Makmur Holdings Sdn Bhd ("**MMHSB**") not to pledge its shares in the Issuer ("**Shares**") held by it to any parties during the tenure of the MTNs;
 - (iv) Existing first party assignment of insurance policies required to be undertaken under the JKR Project with the Security Trustee designated as loss payee/mortgagee, if allowed;
 - (v) Deed of subordination of MMHSB's present and future advances to the Issuer (other than those disclosed and allowed in the transaction documents);
 - (vi) First party assignment and charge over the MTN DSRA and MTN EA (as defined under "*Details of designated accounts, if applicable*" below);
 - (vii) Corporate guarantee from Digistar Corporation Berhad ("**Guarantor**"); and
 - (viii) Such other security as may be advised by the solicitors to the Lead Arranger and agreed with the Issuer.
- Items (i), (ii) and (iv) shall be shared with the Existing IPSB Bonds (as defined under "*Other terms and conditions – Definitions*" below) on a pari passu basis via a security sharing agreement to be entered into by the Issuer, the Trustee and the Security Trustee.
- (17) Details of guarantee,: The MTN Facility will be guaranteed by the Guarantor. The Guarantor shall provide
if applicable an unconditional and irrevocable corporate guarantee ("**Corporate Guarantee**"), as a continuing obligation, in favour of the Security Trustee (acting for and on behalf of the MTNholders) to guarantee the payment of all amounts due and payable by the Issuer in relation to the MTNs issued under the MTN Facility, comprising fees and expenses imposed on the MTNs and all monies due and payable under the MTNs and/or the MTN Facility. The Corporate Guarantee shall be enforceable upon a declaration of an Event of Default pursuant to the terms and conditions of the Trust Deed for the MTNs.
- (18) Convertibility of : Non-convertible
issuance and details
of the convertability
- (19) Exchangeability of : Non-exchangeable

Principal Terms and Conditions

issuance and details
of the
exchangeability

(20) Call option and : No call option
details, if applicable

(21) Put option and : No put option
details, if applicable

(22) Details of covenants : Positive Covenants

The positive covenants typical and customary for transaction of this nature and are in compliance with the guidelines on trust deeds issued by the SC (first issuance on 12 July 2011 and revised on 23 July 2020 and effective on 12 August 2011 as may be amended from time to time) ("**Guidelines on Trust Deeds**") and the LOLA Guidelines, which shall include but not limited to the following:

A. Positive Covenants by the Issuer

1. the Issuer shall carry on and operate its business and affairs with due diligence, in proper and efficient manner in accordance with sound financial and commercial standards and practices in accordance with its constitution and should ensure, amongst others, that all necessary approvals or relevant licences for the operation of the Issuer's business are obtained and maintained and/or being obtained and maintained;

2. the Issuer shall comply with all provisions of the Transaction Documents and Concession Agreement to which it is a party;

3. the Issuer shall preserve and keep in force and effect all licenses, consents, approvals, permits and rights (where applicable) necessary for the conduct of its business and to enter into or perform its obligations under the Transaction Documents to which it is a party or to ensure the legality, validity, enforceability, admissibility in evidence of its obligations or the priority or rights of the Security Trustee and the MTNholders under the Transaction Documents to which the Issuer is a party;

4. the Issuer shall at its own cost and expenses maintain all insurance necessary for its business in accordance with common industry practice (where applicable);

5. the Issuer shall comply with its obligations under the Central Securities Depository and Paying Agency Rules issued by BNM and, without prejudice to the generality of the foregoing, at all times maintain a paying agent, or its equivalent, with a specified office in Malaysia and shall procure the Facility Agent to notify the Trustee if the paying agent does not receive payment from the Issuer on the due dates as required under the Transaction Documents and the terms and conditions of the MTNs;

6. the Issuer shall comply with the provisions of the CMSA, LOLA Guidelines, the Companies Act 2016, the Guidelines on Trust Deeds and all circulars, conditions or guidelines by the SC and all relevant laws and regulations with regards to the MTNs;

Principal Terms and Conditions

7. the Issuer shall provide a copy of the minutes (if any) of the Project Monitoring Committee (as defined under "Other terms and conditions - Definitions" below) meeting(s) to the Trustee;
8. the Issuer shall perform all its obligations under the Concession Agreement and will immediately notify the Trustee of any breach or default under the Concession Agreement and ensure that all consents, approvals, licenses and other authorisations required to ensure the validity and enforceability of the Concession Agreement are obtained and kept in full force and effect;
9. the Issuer shall at all times, keep proper books and accounting records and to provide the Trustee and/or the Security Trustee and any person appointed by the Trustee and/or the Security Trustee (e.g. auditors) access to such books and accounts to the extent permitted by law;
10. the Issuer shall prepare its financial statements on a basis consistently applied in accordance with approved accounting standards in Malaysia and those financial statements shall give a true and fair view of the results of its operations for the period to which the financial statements are made up and shall disclose or provide against all its liabilities (actual or contingent);
11. the Issuer shall timely file all tax returns that are required to be filed by it and pay all taxes, fees and other charges imposed on it by any relevant governmental authority (other than taxes, fees and other charges the payment of which are not yet due);
12. the Issuer shall reply in writing to the Trustee immediately upon its receipt of a written query by the Trustee pertaining to any development or news affecting the Issuer and the Issuer shall confirm upon due enquiry whether or not, such development or news has any Material Adverse Effect;
13. the Issuer shall immediately notify the Trustee after it becomes aware of any litigation, arbitration, dispute, investigation, proceedings or claims involving itself which would by itself or together with other proceedings or claims, have a Material Adverse Effect and will defend itself against such claims and will settle such claim;
14. the Issuer shall maintain at all times throughout the tenure of the MTN Facility, the Trustee's Reimbursement Account with a sum of at least RM100,000.00;
15. the Issuer shall open and maintain the designated accounts referred to under the paragraph below - Details of designated account(s), if applicable, with such financial institution that is acceptable to the Security Trustee;
16. the Issuer shall ensure that the provisions in the Information Memorandum relating to the MTNs do not contain any matter which is inconsistent with the provisions under the Transaction Documents and the terms and conditions of the MTNs;
17. the Issuer will ensure that any conditions subsequent in relation to the issuance of the MTNs (if any) are complied with in accordance with the terms and conditions of the MTNs and that any request from the Issuer to add, extend, vary or otherwise modify any conditions subsequent (if any) shall be subject to the approval of the MTNholder(s);
18. the Issuer shall immediately transfer the credit balance in the Existing Collection Account (if any) to Digistar Group upon maturity/full redemption of the

Principal Terms and Conditions

MTNs and the Existing IPSB Bonds; and

19. any other positive covenants as may be advised by the solicitors to the Lead Arranger and agreed with the Issuer.

B. Positive Covenants by the Guarantor

1. the Guarantor shall carry on and operate its business and affairs with due diligence, in proper and efficient manner in accordance with sound financial and commercial standards and practices in accordance with its constitution and should ensure, amongst others, that all necessary approvals or relevant licences for the operation of the Guarantor's business are obtained and maintained and/or being obtained and maintained;

2. the Guarantor shall comply with all provisions of the Transaction Documents to which it is a party;

3. the Guarantor shall preserve and keep in force and effect all licenses, consents, approvals, permits and rights (where applicable) necessary for the conduct of its business and to enter into or perform its obligations under the Transaction Documents to which it is a party or to ensure the legality, validity, enforceability, admissibility in evidence of its obligations or the priority or rights of the Security Trustee and the MTNholders under the Transaction Documents to which the Guarantor is a party;

4. the Guarantor shall at its own cost and expenses maintain all insurance necessary for its business in accordance with common industry practice (where applicable);

5. the Guarantor shall comply with the provisions of the CMSA, LOLA Guidelines, the Companies Act 2016, the Guidelines on Trust Deeds and all circulars, conditions or guidelines by the SC and all relevant laws and regulations with regards to the MTNs;

6. the Guarantor shall at all times, keep proper books and accounting records and to provide the Trustee and/or the Security Trustee and any person appointed by the Trustee and/or the Security Trustee (e.g. auditors) access to such books and accounts to the extent permitted by law;

7. the Guarantor shall prepare its financial statements on a basis consistently applied in accordance with approved accounting standards in Malaysia and those financial statements shall give a true and fair view of the results of its operations for the period to which the financial statements are made up and shall disclose or provide against all its liabilities (actual or contingent);

8. the Guarantor shall timely file all tax returns that are required to be filed by it and pay all taxes, fees and other charges imposed on it by any relevant governmental authority (other than taxes, fees and other charges the payment of which are not yet due);

9. the Guarantor shall reply in writing to the Trustee immediately upon its receipt of a written query by the Trustee pertaining to any development or news affecting the Guarantor and the Guarantor shall confirm upon due enquiry whether or not, such development or news has any Material Adverse Effect;

10. the Guarantor shall immediately notify the Trustee after it becomes aware of any litigation, arbitration, dispute, investigation, proceedings or claims involving itself which would by itself or together with other proceedings or claims, have a

Principal Terms and Conditions

Material Adverse Effect and will defend itself against such claims and will settle such claim;

11. the Guarantor shall ensure that the provisions in the Information Memorandum relating to the MTNs do not contain any matter which is inconsistent with the provisions under the Transaction Documents and the terms and conditions of the MTNs;

12. the Guarantor shall at all times maintain, directly or indirectly, at least 70% shareholding in the Issuer; and

13. any other positive covenants as may be advised by the solicitors to the Lead Arranger and agreed with the Guarantor.

Negative covenants

The negative covenants typical and customary for transaction of this nature and are in compliance with the Guidelines on Trust Deeds and the LOLA Guidelines, which the Issuer shall, without the prior written consent of the Trustee, not do the following, which are including but not limited to:

A. Negative Covenants by the Issuer

1. Amend, supplement or vary its memorandum and articles of association/constitution in a manner which may be materially prejudicial to the interests of the MTNholder(s);

2. Undertake any business other than the concession for the JKR Project;

3. Enter into any amalgamation, consolidation, merger, reconstruction, dissolution or winding up of itself which may materially affect its ability to perform its obligations;

4. Assign its rights or transfer its obligations under the Transaction Documents and Concession Agreement;

5. Dispose of major assets that contribute substantially to its revenue unless in the ordinary course of business and on an arm's length basis or which are either obsolete or worn out;

6. Surrender, transfer, assign, relinquish, dispose or create any security interest over any of its rights and interest under the Concession Agreement;

7. Do or suffer to be done any act, matter or thing whereby any insurance may be rendered void, voidable or incapable of being effected, maintained or renewed;

8. Reduce its issued and paid-up capital;

9. Pay any dividend:-

a) If DSCR is less than 1.50 times at the point of the Expected Dividend Payout (as defined under "Other terms and conditions – Definitions" below) and less than 1.50 times after the Expected Dividend Payout; and

b) If an Event of Default (as defined under "Events of default or enforcement events, where applicable, including recourse available to investors" below) has occurred, is continuing and has not been waived;

10. Grant any loans, advances, guarantees, indemnities or similar assurances

Principal Terms and Conditions

against financial loss in respect of any indebtedness of any affiliate or third party, other than in the normal course of business or those disclosed to the Principal Adviser/Lead Arranger prior to the MTN Facility and provided in the Transaction Documents;

11. Incur, assume, guarantee or permit to exist any further financial indebtedness save for (i) the MTN Facility and (ii) financing/loans and/or advances obtained from its shareholders and/or guarantors which are subordinated to the Senior Bonds and the MTNs;

12. Close the Existing Maintenance Services Charges Account;

13. Terminate, suspend, or enter into negotiations to, in any way, alter, amend, change, vary, delete, waive or relinquish any of the terms or conditions of the Concession Agreement or grant any time or indulgence to or release or vary the liability of any person under the Concession Agreement;

14. Enter into a transaction, whether directly or indirectly with interested persons unless:-

(a) such transaction shall be on terms that are no less favourable to the Issuer, than those which could have been obtained in a comparable transaction from persons who are not interested persons;

(b) with respect to transactions involving an aggregate payment or value equal to or greater than RM1,000,000.00, the Issuer shall obtain certification from an independent adviser that the transaction is carried out on fair and reasonable terms,

PROVIDED (i) that the Issuer certifies to the Trustee that the transaction complies with paragraph (a) above, (ii) where applicable, that the Issuer has received and furnished to the Trustee, the certification referred to in paragraph (b) above and (iii) that the transaction has been approved by the Issuer's board of directors or shareholders in accordance with the constitution of the Issuer as the case may require. For purposes of this covenant, reference to "interested persons" shall include directors, major shareholders, and the chief executive officer of the Issuer or such other meaning as assigned to it under the Guidelines on Trust Deeds.

If the Issuer is listed on any stock exchange, the Issuer is not required to comply with this paragraph (14) provided that it will ensure full compliance with the applicable listing requirements of such stock exchange in relation to related party transactions. In the event the listing requirements are no longer applicable to the Issuer, the Issuer shall comply with the requirements under this paragraph (14);

15. The Issuer shall not change the utilisation of proceeds from the issuance of the MTNs where this lodgement form lodged with the SC relating to the MTN Facility and/or the Transaction Documents has set out specific purpose for which the proceeds are to be utilised; and

16. Any other negative covenants as may be advised by the solicitors to the Lead Arranger and agreed with the Issuer or as may be required under the Guidelines on Trust Deeds.

B. Negative Covenants by the Guarantor

1. Amend, supplement or vary its memorandum and articles of association/constitution in a manner which may be materially prejudicial to the interests of the MTNholder(s);

Principal Terms and Conditions

2. Enter into any amalgamation, consolidation, merger, reconstruction, dissolution or winding up of itself which may materially affect its ability to perform its obligations;
3. Assign its rights or transfer its obligations under the Transaction Documents to which it is a party;
4. Dispose of major assets that contribute substantially to its revenue unless in the ordinary course of business and on an arm's length basis or which are either obsolete or worn out;
5. Do or suffer to be done any act, matter or thing whereby any insurance may be rendered void, voidable or incapable of being effected, maintained or renewed;
6. Reduce its authorized and issued paid-up capital;
7. Pay any dividend, if an Event of Default has occurred, is continuing and has not been waived;
8. Grant any loans, advances, guarantees, indemnities or similar assurances against financial loss in respect of any indebtedness of any affiliate or third party, other than in the normal course of business;
9. Enter into a transaction, whether directly or indirectly with interested persons unless:-
 - (a) such transaction shall be on terms that are no less favourable to the Guarantor, than those which could have been obtained in a comparable transaction from persons who are not interested persons;
 - (b) with respect to transactions involving an aggregate payment or value equal to or greater than RM2,800,000.00, the Guarantor shall obtain certification from an independent adviser that the transaction is carried out on fair and reasonable terms,

PROVIDED (i) that the Guarantor certifies to the Trustee that the transaction complies with paragraph (a) above, (ii) where applicable, the Guarantor has received and furnished to the Trustee, the certification referred to in paragraph (b) above and (iii) that the transaction has been approved by the Guarantor's board of directors or shareholders in accordance with the constitution of the Guarantor as the case may require. For purposes of this covenant, reference to "interested persons" shall include directors, major shareholders, and the chief executive officer of the Guarantor or such other meaning as assigned to it under the Guidelines on Trust Deeds.

As the Guarantor is listed on the Main Market of the Bursa Malaysia Securities Berhad, the Guarantor is not required to comply with this paragraph (9) provided that it will ensure full compliance with the Main Market Listing Requirements of Bursa Malaysia Securities Berhad in relation to related party transactions. In the event the listing requirements are no longer applicable to the Guarantor, the Guarantor shall comply with the requirements under this paragraph (9); and

10. Any other negative covenants as may be advised by the solicitors to the Lead Arranger and agreed with the Guarantor or as may be required under the Guidelines on Trust Deeds.

Principal Terms and Conditions

Financial Covenants

The Issuer shall maintain the debt service cover ratio (“**DSCR**”) of at least 1.50 times during the tenure of the MTNs.

In the event that the DSCR is not maintained, the Issuer shall rectify it within 60 days from the date of the said occurrence, failing which, it shall constitute an Event of Default.

A) Computation of DSCR for coupon payments and principal redemption of MTNs in the same financial year:-

$$\text{DSCR} = (\text{Total Opening Cash Balances} + \text{Incoming Cash Flow in the Financial Year} - \text{Operating Expenses in the Financial Year}) / (\text{Principal Due} + \text{Coupon Payments Due on the Senior Bonds (as defined under “Other terms and conditions – Definitions” below) and the MTNs in the Financial Year})$$

where :-

“**Financial Year**” means the period starting from 1 January to 31 December of any year.

“**Total Opening Cash Balances**” means the total cash balances of Issuer in the Designated Accounts and the Existing DSRA at the beginning of the Financial Year.

“**Incoming Cash Flow**” in the Financial Year means the:-

1. Availability Charges (as defined under “Other terms and conditions – Definitions” below);
2. Other payments received including any reimbursement cost (if any); and
3. Interest income earned from the Permitted Investments.

“**Operating Expenses**” in the Financial Year means the:-

1. Issuer’s running costs;
2. Insurance payment;
3. Tax payment;
4. Bonds fee and expenses;
5. MTNs fees and expenses;
6. The one-off payment of the refund set out in section entitled “*Details of designated accounts, if applicable*” below, which is only payable after the Certificate of Acceptance (as defined under “Other terms and conditions – Definitions” below) has been issued;
7. Coupon payment of any Subordinated Bonds (as defined under “Other terms and conditions – Definitions” below); and
8. Dividends payout.

“**Principal Due and Coupon Payments Due**” in the Financial Year means the total repayments (principal and coupon payments) pertaining to the Senior Bonds and the MTNs paid by the Issuer during the Financial Year.

For avoidance of doubt, the DSCR shall be computed at the beginning of every

Principal Terms and Conditions

Financial Year of the Issuer. The computation of which must be verified by the Facility Agent and the Trustee.

B) Computation of DSCR for coupon payments and principal redemption of the MTNs in the next financial year **Before** the expected coupon payment for any Subordinated Bonds and Expected Dividend Payout:-

$$\text{DSCR} = (\text{Total Cash Balances} + \text{Incoming Cash Flow for the past twelve (12) months period} - \text{Operating Expenses for the past twelve (12) months period}) / (\text{Principal Due} + \text{Coupon Payments Due on the Senior Bonds and the MTNs for the next twelve months period})$$

where:-

“Total Cash Balances” means the total cash balances of Issuer in the Designated Accounts and the Existing DSRA as at 365 days prior to the date of the expected coupon payment for any Subordinated Bonds and Expected Dividend Payout.

“Expected Dividend Payout” means the dividend that the Issuer is intended to pay.

“Incoming Cash Flow” for the past twelve (12) months period are the:-

1. Availability Charges;
2. Other payments received including any reimbursement cost (if any); and
3. Interest income earned from the Permitted Investments,

prior to the date of the expected coupon payment for any Subordinated Bonds and Expected Dividend Payout.

“Operating Expenses” in the Financial Year means the:-

1. Construction costs (if any);
2. Issuer's running costs;
3. Insurance payment;
4. Tax payment;
5. Bonds fee and expenses;
6. MTNs fees and expenses; and
7. The one-off payment of the refund set out in section entitled “*Details of designated accounts, if applicable*” below, which is only payable after the Certificate of Acceptance has been issued;
8. Coupon payment of any Subordinated Bonds; and
9. Dividends payout,

prior to the date of the expected coupon payment for any Subordinated Bonds and Expected Dividend Payout.

“Principal Due and Coupon Payments Due” in the Financial Year means the total repayments (principal and coupon payments) pertaining to the Senior Bonds and the MTNs paid by the Issuer for the next twelve months' period from the date of the expected coupon payment for any Subordinated Bonds and Expected Dividend Payout.

Principal Terms and Conditions

C) Computation of DSCR for coupon payments and principal redemption of the MTNs in the next financial year **After** the expected coupon payment for any Subordinated Bonds and Expected Dividend Payout:-

$$\text{DSCR} = (\text{Total Cash Balances} + \text{Incoming Cash Flow for the past twelve (12) months period} - \text{Operating Expenses for the past twelve (12) months period} - \text{Expected Dividend Payout} - \text{expected coupon payment for any Subordinated Bonds}) / (\text{Principal Due} + \text{Coupon Payments Due on the Senior Bonds and the MTNs for the next twelve months period})$$

where:-

“Total Cash Balances” means the total cash balances of Issuer in the Designated Accounts and the Existing DSRA as at 365 days prior to the date of the expected coupon payment of any Subordinated Bonds and Expected Dividend Payout.

“Expected Dividend Payout” is the dividend that the Issuer is intended to pay.

“Incoming Cash Flow” for the past twelve (12) months period means the:-

1. Availability Charges;
2. Other payments received including any reimbursement cost (if any); and
3. Interest income earned from the Permitted Investments.

prior to the date of the expected coupon payment for any Subordinated Bonds and Expected Dividend Payout.

“Operating Expenses” in the Financial Year means the:-

1. Construction costs (if any);
2. Issuer's running costs;
3. Insurance payment;
4. Tax payment;
5. Bonds fees and expenses;
6. MTNs fees and expenses;
7. The one-off payment of the refund set out section entitled “*Details of designated accounts, if applicable*” below, which is only payable after the Certificate of Acceptance has been issued;
8. Coupon payment of any Subordinated Bonds; and
9. Dividends payout,

prior to the date of the expected coupon payment for any Subordinated Bonds and Expected Dividend Payout.

“Principal Due and Coupon Payments Due” in the Financial Year means the total repayments (principal and coupon payments) pertaining to the Senior Bonds and the MTNs paid by the Issuer's for the next twelve months' period from the date of the expected coupon payment for any Subordinated Bonds and Expected Dividend Payout.

For the avoidance of doubt, computation of DSCR as defined in items (B) and (C)

Principal Terms and Conditions

above have to be first computed and comply with the Financial Covenant of maintaining the DSCR of at least 1.50 times before any coupon payment of any Subordinated Bonds and/or dividend payment may be disbursed.

Information Covenant

The information covenants typical and customary for transaction of this nature and are in compliance with the Guidelines on Trust Deeds and the LOLA Guidelines, which shall include but not limited to the following:-

A. Information Covenants by the Issuer

1. the Issuer shall provide to the Trustee on an annual basis, a certificate signed by any one (1) director 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 issued or the date of the previous certificate, as the case may be, any Event of Default or enforcement, where applicable, and if such is not the case, to specify the same;

2. the Issuer shall deliver to the Trustee and credit rating agency the following:

(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 year) copies of its audited consolidated financial statements for that year which shall contain its income statements and balance sheets and which are audited and certified without qualification by a firm of independent certified public accountants acceptable to the Trustee or by qualified auditors, as the case may be;

(b) as soon as they become available (and in any event within ninety (90) days after the end of the first half of its financial year) copies of its unaudited half yearly financial statements for that period which shall contain its income statements and balance sheets which are duly certified by any one of its directors;

(c) promptly, 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; and

(d) promptly, all accounts, reports, notices, statements, circulars or other documents (which are material and substantial to or necessary for the MTNholder(s) to make informed investment decision) 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, which may then be circulated by the Trustee at its discretion to the MTNholder(s) and the credit rating agency of the MTNs;

3. the Issuer shall immediately notify the Trustee in writing in the event that the Issuer becomes aware of:

(a) any substantial change in the nature of the business of the Issuer or the Guarantor;

(b) any material adverse change in its condition (financial or otherwise of the

Principal Terms and Conditions

Issuer);

(c) change in name of the Issuer or the Guarantor;

(d) change in the Issuer's board of directors;

(e) any litigation or other proceedings of any nature whatsoever being initiated against the Issuer before any court or tribunal or administrative agency which would have a Material Adverse Effect;

(f) any change in withholding tax position or taxing jurisdiction of the Issuer;

(g) the happening of any event that has caused any amount secured or payable under the MTNs to become immediately payable or the MTNs to become immediately enforceable or any other right or remedy under the terms, provisions, covenant of the MTNs to become immediately enforceable;

(h) the occurrence of any Event of Default and is continuing or 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 forthwith or enforcement upon becoming aware thereof, and it shall take all reasonable steps and/or such other steps as may reasonably be requested by the Trustee to remedy and/or mitigate the effect of the Event of Default as the case may be;

(i) any cessation of liability of the Guarantor for the payment of the whole or part of the moneys for which the Guarantor is liable under the Corporate Guarantee;

(j) any other matter that may materially prejudice the interests of the MTNholder(s) or the ability of the Issuer to perform any of its obligations under any of the Transaction Documents;

4. the Issuer shall deliver to the Trustee and the credit rating agency a copy of the quarterly statement of the Designated Accounts; and

5. any other information covenants as may be advised by the solicitors to the Lead Arranger and agreed with the Issuer.

B. Information Covenants by the Guarantor

1. the Guarantor shall provide to the Trustee on an annual basis, a certificate signed by any one (1) director of the Guarantor 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 issued or the date of the previous certificate, as the case may be, any Event of Default or enforcement, where applicable, and if such is not the case, to specify the same;

2. the Guarantor shall deliver to the Trustee and credit rating agency the following:

(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 year) copies of its audited consolidated financial statements for that year which shall contain its income statements and balance sheets and which are audited and certified without qualification by a firm of independent certified public accountants acceptable to the Trustee or by qualified auditors, as the case may be;

(b) as soon as they become available (and in any event within ninety (90) days after the end of the first half of its financial year) copies of its unaudited half yearly

Principal Terms and Conditions

financial statements for that period which shall contain its income statements and balance sheets which are duly certified by any one of its directors;

(c) promptly, 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; and

(d) promptly, all accounts, reports, notices, statements, circulars or other documents (which are material and substantial to or necessary for the MTNholder(s) to make informed investment decision) received by the Guarantor from any of its shareholders or its creditors and a copy of all documents dispatched by the Guarantor 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, which may then be circulated by the Trustee at its discretion to the MTNholder(s) and the credit rating agency of the MTNs;

3. the Guarantor shall immediately notify the Trustee in writing in the event that the Guarantor becomes aware of:

(a) any substantial change in the nature of the business of the Guarantor;

(b) any material adverse change in its condition (financial or otherwise of the Guarantor);

(c) change in name of the Guarantor;

(d) change in the Guarantor's board of directors;

(e) any litigation or other proceedings of any nature whatsoever being initiated against the Guarantor before any court or tribunal or administrative agency which would have a Material Adverse Effect;

(f) any change in withholding tax position or taxing jurisdiction of the Guarantor;

(g) the happening of any event that has caused any amount secured or payable under the MTNs to become immediately payable or the MTNs to become immediately enforceable or any other right or remedy under the terms, provisions, covenant of the MTNs to become immediately enforceable;

(h) the occurrence of any Event of Default and is continuing or 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 forthwith or enforcement upon becoming aware thereof, and it shall take all reasonable steps and/or such other steps as may reasonably be requested by the Trustee to remedy and/or mitigate the effect of the Event of Default as the case may be;

(i) any cessation of liability of the Guarantor for the payment of the whole or part of the moneys for which the Guarantor is liable under the Corporate Guarantee;

(j) any other matter that may materially prejudice the interests of the MTNholder(s) or the ability of the Guarantor to perform any of its obligations under any of the Transaction Documents;

4. any other information covenants as may be advised by the solicitors to the Lead Arranger and agreed with the Guarantor.

Principal Terms and Conditions

- (23) Details of designated account, if applicable :
- Name of account:
MTN Debt Service Reserve Account ("MTN DSRA")
- Parties responsible for opening the account:
Issuer
- Parties responsible for maintaining/operating account:
The MTN DSRA shall be maintained by the Issuer and operated solely by the Security Trustee.
- Signatories to account:
Security Trustee.
- Sources of funds:
- (i) From the proceeds of the MTNs ("**MTN Proceeds**"), an amount equivalent to at least the next six (6) months of coupon due and payable under the MTN Facility and in respect of any principal redemption, the Issuer shall credit or cause to be credited into the DSRA an amount equivalent to the principal payment falling due on the next principal payment date. Such credit is to be made no later than six (6) months prior to such principal payment date (collectively to be known as ("**MTN DSRA Minimum Required Balance**");
 - (ii) Transfers from the Existing CA (as defined under "*Other terms and conditions – Definitions*" below);
 - (iii) Any advances from the Guarantor and/or shareholders; and
 - (iv) All proceeds from the Permitted Investments, including earnings therefrom arising out of the MTN DSRA.
- Utilisation of funds:
The withdrawals from the MTN DSRA shall be permitted for the following purposes:
- (a) first, to the extent that funds in the Existing CA is insufficient, the Issuer shall utilise the funds to fulfil the coupon payment and principal payments due under the MTNs; and
 - (b) second, towards the Permitted Investments.
- For the avoidance of doubt, the MTN DSRA Minimum Required Balance shall be maintained at all times.
- In the event that the balance held in the MTN DSRA is less than/exceeds the MTN DSRA Minimum Required Balance, the shortfall shall be topped up from the Existing CA and/or advances from the Guarantor/shareholder. Any shortfall shall be topped up within a period of fourteen (14) calendar days from the date of the balance held in the MTN DSRA is less than the MTN DSRA Minimum Required Balance in which failure to do so, will result in an Event of Default.
- Diagram(s) illustrating the flow of monies and conditions for disbursements uploaded:
IPSB - Diagram on designated accounts 20231004 (DSRA-EA).pdf on 5 October 2023

Indera Persada Sdn Bhd (Issuer or IPSB).

A medium term notes (MTNs) facility of up to RM68.0 million in nominal value (MTN Facility).

Principal Terms and Conditions

Name of account:
MTN Escrow Account ("MTN EA")

Parties responsible for opening the account:
Issuer

Parties responsible for maintaining/operating account:
The MTN EA shall be maintained by the Issuer and operated solely by the Security Trustee.

Signatories to account:
Security Trustee

Sources of funds:
Initial deposit of RM7,850,000.00 from MTN Proceeds.

Utilisation of funds:
The withdrawals from the MTN EA shall be permitted for the following purposes subject to DSCR of at least 1.50 times is maintained at all times in the following order:

- (a) firstly, towards payment of coupons due and payable under the MTNs;
- (b) secondly, towards principal payment due and payable under the MTNs; and
- (c) thirdly, towards repayment/advances/dividend to Digistar Group (as defined below) annually in accordance with the schedule below:

Year	Amount (up to)
September 2024	RM300,000.00
September 2025	RM500,000.00
September 2026	RM875,000.00
September 2027	RM875,000.00
September 2028	RM875,000.00
September 2029	RM875,000.00
September 2030	RM875,000.00
September 2031	RM2,675,000.00

"Digistar Group" means Digistar, its subsidiaries and/or its associated companies.

Diagram(s) illustrating the flow of monies and conditions for disbursements uploaded:

IPSB - Diagram on designated accounts 20231004 (DSRA-EA).pdf on 5 October 2023

Name of account:
Collection Account ("Existing CA")

Parties responsible for opening the account:
Issuer

Parties responsible for maintaining/operating account:
The Existing CA shall be maintained by the Issuer and operated solely by the Trustee.

Signatories to account:

Principal Terms and Conditions

Trustee

Sources of funds:

(i) Availability Charges; and

(ii) Other payments received by the Issuer from the Government including the One-off Payment (as defined below) and any reimbursement cost (which shall not exceed 2.5% of the Construction Cost (as defined in the Concession Agreement)).

“One-off Payment” means the one-off payment of Ringgit Sixty Six Million (RM66,000,000.00) from the Government to the Issuer for the acquisition of the ICT and Training Equipment (as defined in the Concession Agreement).

For avoidance of doubt, all Maintenance Services Charges (as defined under *“Other terms and conditions – Definitions”* below) shall be deposited into the Existing MSCA and all monies in relation to the Asset Management Programme (as defined under *“Other terms and conditions – Definitions”* below) shall be deposited into an escrow account in accordance with the Concession Agreement.

Utilisation of funds:

Prior to a declaration of an event of default in respect of the Existing IPSB Bonds and/or an Event of Default, it shall utilise the balances in the Existing CA (and hereby authorises the Trustee to do so) in the following order of priority during the post-completion period of the JKR Project:

(i) first, in or towards the payment of fees and expenses of the Issuer relating to the Senior Bonds and the MTNs including the annual operating costs and expenses incurred by the Issuer based on documentary evidence in the form and substance acceptable to the Trustee;

(ii) second, pro rata towards payment of coupons due and payable on the Senior Bonds and the MTNs;

(iii) third, pro rata towards redemption of the principal due and payable on the Senior Bonds and the MTNs;

(iv) fourth, to top up the differential amount in the Existing DSRA and/or the MTN DSRA in the event the Existing DSRA Minimum Required Balance and/or the MTN DSRA Minimum Required Balance is not met;

(v) fifth, to refund RM16,000,000 as instructed by United Overseas Bank (Malaysia) Bhd and the Facility Agent, provided that the debt service cover ratio (**“DSCR”**) of at least 1.50 times is maintained at all times during the tenure of the Senior Bonds and the MTNs;

(vi) sixth, pro rata towards payment of coupons due and payable on any Subordinated Bonds provided that the DSCR of at least 1.50 times is maintained at all times during the tenure of the Senior Bonds and the MTNs;

(vii) seventh, pro rata towards redemption of the principal due and payable on any Subordinated Bonds;

(viii) eighth, to pay/distribute dividends provided that:

(1) the DSCR of at least 1.50 times is maintained at all times during the tenure of the Senior Bonds and the MTNs; and

(2) no Event of Default has occurred or would occur after the payment or

Indera Persada Sdn Bhd (Issuer or IPSB).

A medium term notes (MTNs) facility of up to RM68.0 million in nominal value (MTN Facility).

Principal Terms and Conditions

distribution of the Expected Dividend Payout;

(ix) ninth, to make payment of tax.

Upon maturity/full redemption of the MTNs and the Existing IPSB Bonds, any credit balance therein (if any) shall be immediately transferred to Digistar Group.

Diagram(s) illustrating the flow of monies and conditions for disbursements uploaded:

IPSB - Diagram on designated accounts 20231004 (Existing CA-Existing MSCA).pdf on 5 October 2023

Name of account:

Maintenance Services Charges Account ("Existing MSCA")

Parties responsible for opening the account:

Issuer

Parties responsible for maintaining/operating account:

The Existing MSCA shall be maintained by the Issuer and operated by the Issuer, save for the occurrence of an Event of Default, whereby the Existing MSCA shall be solely operated by the Security Trustee.

Signatories to account:

Issuer, save for the occurrence of an Event of Default, the Security Trustee.

Sources of funds:

Maintenance Services Charges payable by the Government to the Issuer in accordance with the Concession Agreement.

Utilisation of funds:

The Issuer shall utilise the balances in the Existing MSCA in accordance with the Concession Agreement.

Diagram(s) illustrating the flow of monies and conditions for disbursements uploaded:

IPSB - Diagram on designated accounts 20231004 (Existing CA-Existing MSCA).pdf on 5 October 2023

Additional Notes:

Note:

For the avoidance of doubt, the Existing CA and the Existing MSCA shall be maintained as it is notwithstanding the maturity of the Senior Bonds.

(24) Name of credit rating:
agency, credit rating
and amount rated, if
applicable

No.	Long Term/Sh ort Term	Rated/Un rated	Credit rating agency	Credit rating	Final/ indicative rating	Name of Issuance/ Tranche/ Series/ Class	Amount
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Indera Persada Sdn Bhd (Issuer or IPSB).

A medium term notes (MTNs) facility of up to RM68.0 million in nominal value (MTN Facility).

Principal Terms and Conditions

1	Long Term	Rated	RAM Rating Services Bhd (RAM)	AA1	Indicative rating	Proposed RM68 million Medium Term Notes	MYR 68,000,000.00
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- (25) Conditions precedent : The issuance of the MTNs shall be subject to the following conditions:
- (i) The Issuer, the Guarantor and MMHSB shall have furnished certified true copies of each of their latest Form 24 (or its equivalent under the Companies Act), Form 44 (or its equivalent under the Companies Act) and Form 49 (or its equivalent under the Companies Act), memorandum and articles of association/constitution and a list of authorised signatories and their specimen signatures;
 - (ii) Approvals or resolutions from the Issuer's, the Guarantor's and MMHSB's board of directors authorising, amongst others, the establishment of the MTN Facility and the issuance of the MTNs and the execution of all relevant documents to which it is a party;
 - (iii) Satisfactory completion of the due diligence exercise, in the form and substance acceptable to the Lead Arranger;
 - (iv) Evidence of the lodgement to the SC in respect of MTN Facility has been made;
 - (v) Satisfactory legal opinion from the Solicitors as to the legality, validity and enforceability of all legal documentation and that all conditions precedents have been duly fulfilled;
 - (vi) The Transaction Documents have been executed, stamped or endorsed as exempt from stamp duty, as applicable and presented for registration;
 - (vii) Evidence that the MTN DSRA and the MTN EA have been opened with a financial institution acceptable to the Lead Arranger;
 - (viii) Receipt by the Trustee of the certified true copy of the Concession Agreement and its supplemental agreement duly stamped or endorsed as exempted from stamp duty;
 - (ix) Confirmation on the remaining outstanding Availability Charges that is due, to the satisfaction of the Lead Arranger;
 - (x) All relevant notices and acknowledgements (where applicable) shall have been made or received as the case may be;
 - (xi) A report of the relevant company searches conducted on each of the Issuer, the Guarantor and MMHSB;
 - (xii) A report of the winding up searches conducted on each of the Issuer, the Guarantor and MMHSB;
 - (xiii) Confirmation of a minimum rating of AA1 by RAM for the MTN Facility;
 - (xiv) Receipt of the resolution passed by the holders of the Senior Bonds in respect of, amongst others, the revision of terms of the Existing IPSB Bonds pursuant to the establishment of the MTN Facility and the security sharing arrangement required therein;

Principal Terms and Conditions

(xv) Receipt of the letter issued by IPSB to the holders of the Subordinated Bonds to seek the holders' approval to amend the Security Sharing Agreement dated 16 July 2013 in accordance with the terms stated in the letter and the approval of the holders of the Subordinated Bonds in respect thereof;

(xvi) Receipt of the letter issued by IPSB to the holders of the Subordinated Bonds to defer the coupon payment and principal repayment of the Subordinated Bonds until the MTNs under the MTN Facility have been fully redeemed and the approval of the holders of the Subordinated Bonds in respect thereof;

(xvii) Receipt of a letter by the Credit Rating Agency that there is no negative impact to the Senior Bonds credit rating arising from the establishment of the MTN Facility and the security sharing arrangement between the Existing IPSB Bonds and the MTNs;

(xviii) Evidence that the Trustees' Reimbursement Account in relation to the MTN Facility has been established in accordance with the provisions herein stated;

(xix) Receipt of redemption statements from the facility agent of the Senior Bonds and such financing/indebtedness to be repaid from the MTN Proceeds; and

(xx) Such other conditions as may be mutually agreed between the Lead Arranger and the Issuer.

(26) Representations and warranties

Representations and warranties shall include but not limited to the following:-

A. Representations and warranties by the Issuer

(i) the Issuer is a company with limited liability duly incorporated and validly existing under the laws of Malaysia, has full power to carry on its business and to own its property and assets, and has full beneficial ownership of all its property and assets;

(ii) the memorandum and articles of association/constitution of the Issuer incorporate provisions which authorise, and all necessary corporate and other relevant actions have been taken to authorise, and all relevant consents and approvals of any administrative, governmental or other authority or body in Malaysia have been duly obtained and are in full force and effect which are required to authorise, the Issuer to execute and deliver and perform the transactions contemplated in the Transaction Documents in accordance with their terms;

(iii) all necessary actions, authorisations and consents required under the Transaction Documents by the Issuer have been taken, fulfilled and obtained and remain in full force and effect;

(iv) neither the execution and delivery of any of the Transaction Documents nor the performance of any of the transactions contemplated by the Transaction Documents did or does as at the date this representation and warranty is made or repeated (a) contravene or constitute a default under any provision contained in any agreement, instrument, law, ordinance, decree, judgment, order, rule, regulation, licence, permit or consent by which the Issuer or any of its assets is bound or which is applicable to the Issuer or any of its assets, (b) cause any limitation on the Issuer or the powers of its directors, whether imposed by or contained in its memorandum and articles of association or in any agreement,

Principal Terms and Conditions

instrument, law, ordinance, decree, order, rule, regulation, judgment or otherwise, to be exceeded, or (c) cause the creation or imposition of any security interest or restriction of any nature on any of the Issuer's assets other than those covered under the Transaction Documents;

(v) the Transaction Documents are or will when executed be in full force and effect and constitute valid, binding and enforceable obligations of the Issuer in accordance with its terms;

(vi) no Event of Default has occurred and there is no encumbrance on the assets of the Issuer except as permitted under the Transaction Documents;

(vii) neither the Issuer nor any of its assets are entitled to immunity from process, execution, attachment or legal process;

(viii) the Issuer is in compliance and will comply with any applicable laws and regulations;

(ix) there is no litigation or arbitration that will materially and adversely affect the ability of the Issuer to perform its obligations under the Transaction Documents;

(x) the Issuer's audited financial statements will be and are prepared in accordance with approved accounting principles and standards in Malaysia and fairly represent its financial position as at the date of the financial statements; and

(xi) other representations and warranties typical and customary for similar financings at the recommendation of the solicitors.

B. Representations and warranties by the Guarantor

(i) the Guarantor is a company with limited liability duly incorporated and validly existing under the laws of Malaysia, has full power to carry on its business and to own its property and assets, and has full beneficial ownership of all its property and assets;

(ii) the memorandum and articles of association/constitution of the Guarantor incorporate provisions which authorise, and all necessary corporate and other relevant actions have been taken to authorise, and all relevant consents and approvals of any administrative, governmental or other authority or body in Malaysia have been duly obtained and are in full force and effect which are required to authorise, the Guarantor to execute and deliver and perform the transactions contemplated in the Transaction Documents in accordance with their terms;

(iii) all necessary actions, authorisations and consents required under the Transaction Documents by the Guarantor have been taken, fulfilled and obtained and remain in full force and effect;

(iv) neither the execution and delivery of any of the Transaction Documents nor the performance of any of the transactions contemplated by the Transaction Documents did or does as at the date this representation and warranty is made or repeated (a) contravene or constitute a default under any provision contained in any agreement, instrument, law, ordinance, decree, judgment, order, rule, regulation, licence, permit or consent by which the Guarantor or any of its assets is bound or which is applicable to the Guarantor or any of its assets, (b) cause any limitation on the Guarantor or the powers of its directors, whether imposed by or contained in its memorandum and articles of association or in any agreement, instrument, law, ordinance, decree, order, rule, regulation, judgment or otherwise,

Principal Terms and Conditions

to be exceeded, or (c) cause the creation or imposition of any security interest or restriction of any nature on any of the Guarantor's assets other than those covered under the Transaction Documents;

(v) the Transaction Documents are or will when executed be in full force and effect and constitute valid, binding and enforceable obligations of the Guarantor in accordance with its terms;

(vi) no Event of Default has occurred and there is no encumbrance on the assets of the Guarantor except as permitted under the Transaction Documents;

(vii) neither the Guarantor nor any of its assets are entitled to immunity from process, execution, attachment or legal process;

(viii) the Guarantor is in compliance and will comply with any applicable laws and regulations;

(ix) there is no litigation or arbitration that will materially and adversely affect the ability of the Guarantor to perform its obligations under the Transaction Documents;

(x) the Guarantor's audited financial statements will be and are prepared in accordance with approved accounting principles and standards in Malaysia and fairly represent its financial position as at the date of the financial statements; and

(xi) other representations and warranties typical and customary for similar financings at the recommendation of the solicitors.

(27) Events of defaults or: enforcement events, where applicable, including recourse available to investors

To include but not limited to the following events (to be referred to as "**Events of Default**" and each an "**Event of Default**"):

(i) Failure to redeem the MTNs and/or pay any amount due under any of the Transaction Documents on the relevant due dates;

(ii) An event of default has occurred and is continuing under the Senior Bonds;

(iii) Non-compliance of the MTN DSRA Minimum Required Balance and such failure has not been remedied as set out in the Transaction Documents;

(iv) Where a winding-up order has been made against the Issuer and/or the Guarantor, or a resolution to wind-up the Issuer and/or the Guarantor has been passed;

(v) Where the Issuer and/or the Guarantor convenes a meeting of their respective creditors or proposes or makes any arrangement or composition with, or any assignment for the benefit of, their respective creditors under section 366 of the Companies Act;

(vi) Where an encumbrance takes possession of, or a trustee, liquidator, receiver or similar officer is appointed in respect of, all or any part of the business or assets of the Issuer and/or the Guarantor and is not paid out, withdrawn or discharged within thirty (30) days of such appointment;

(vii) Where the Issuer and/or the Guarantor fails to observe or perform any of their respective obligations (other than the non-payment obligations referred to in paragraph (i)), terms and conditions or provisions under the Transaction Documents or any other related documents or under any undertaking arrangement

Principal Terms and Conditions

entered into in connection herewith, and if capable of remedy, has not been remedied within thirty (30) days upon the Issuer and/or the Guarantor, as the case may be, being aware of the same or after receipt by the Issuer and/or the Guarantor, as the case may be, of a written notice from the Trustee to do so;

(viii) Where any other indebtedness of the Issuer and/or the Guarantor becomes due and payable prior to its stated maturity or where the security created for any other indebtedness becomes enforceable;

(ix) Where there is a revocation, withholding or modification of a licence, authorisation or approval that impairs or prejudices the Issuer's and/or the Guarantor's ability to comply with the terms and conditions or the provisions of the Transaction Documents or any other related documents;

(x) Termination of the Concession Agreement due to non-compliance by the Issuer of the terms and conditions pertaining to the Concession Agreement;

(xi) Any representation or warranty by the Issuer and/or the Guarantor under the Transaction Documents that prove to have been untrue in any material respect and in the case where the circumstances giving rise to the misrepresentation are capable of being remedied, the Issuer and/or the Guarantor, as the case may be, does not remedy the misrepresentation within a period of thirty (30) days after the Issuer and/or the Guarantor, as the case may be, becoming aware or having been notified by the Trustee of the misrepresentation, whichever is earlier;

(xii) Material adverse change in the financial condition of the Issuer and/or the Guarantor which may have a material adverse effect on their abilities to comply with their respective obligations under Transaction Documents;

(xiii) The Lease Agreement (as defined in the Concession Agreement) and/or the Sub-lease Agreement (as defined in the Sub-lease Agreement) have not been executed in accordance with the Concession Agreement or have been terminated pursuant to a default therein by the Issuer;

(xiv) An event of total loss occurs on any of the facilities and infrastructure which in the opinion of the Trustee would significantly impair the ability of the MTNs to be serviced (for example, earthquake, fire, war, etc); and

(xv) Any other such events of default as may be advised by the solicitors to the Lead Arranger and agreed with the Issuer and/or as may be required under the Trust Deed Guidelines.

Upon the occurrence of an Event of Default, the Trustee may, and shall if directed to do so by a special resolution by the MTNholder(s) declare that the MTNs is immediately due and payable.

(28) Governing laws : Laws of Malaysia.

(29) Provisions on buy-back, if applicable : The Issuer or any of its subsidiaries (if any), agent(s) or interested persons may at any time purchase the MTNs at any price in the open market or by private treaty, but these repurchased MTNs shall, if purchased by the Issuer or by its subsidiaries (if any) or by agent(s) of the Issuer who is acting for the purchase, be cancelled and cannot be reissued, or, if purchased by the Issuer's interested persons (save for the Issuer's subsidiaries (if any)), the MTNs need not be cancelled but they will

Principal Terms and Conditions

not entitle such interested persons to vote at any meetings of the MTNholder(s), subject to any exceptions under the Guidelines on Trust Deeds.

(30) Provisions on early redemption, if applicable : The Issuer may not early redeem the MTNs prior to its maturity unless approved by the MTNholder(s).

(31) Voting : Voting by the MTNholder(s) under the MTN Facility shall be carried out as follows:

A “**Special Resolution**” means a resolution passed at a meeting of the MTNholder(s) duly convened and held in accordance with the provisions contained in the Trust Deed for the MTNs and carried by a majority consisting of not less than seventy-five per cent (75%) of the persons voting thereat upon a show of hands or if a poll is duly demanded by majority consisting of not less than seventy five per cent (75%) of the votes given on such poll.

An “**Ordinary Resolution**” means a resolution passed at a meeting of the MTNholder(s) duly convened and held in accordance with the provisions contained in the Trust Deed for the MTNs and carried by a majority consisting of more than fifty per cent (50%) of the persons voting thereat upon a show of hands or if a poll is duly demanded by majority consisting of more than fifty per cent (50%) of the votes given on such poll.

A “**Resolution in Writing**” signed by or on behalf of the MTNholder(s) holding in aggregate not less than seventy-five per cent (75%) of the nominal value of all MTNs remaining outstanding for the time being shall be as valid and effective as a Special Resolution passed at a meeting of the MTNholder(s) duly convened and held in accordance with the provisions contained in the Trust Deed for the MTNs. A resolution in writing signed by or on behalf of the MTNholder(s) holding in aggregate more than fifty per cent (50%) of the nominal value of all the MTNs remaining outstanding for the time being shall be as valid and effective as an Ordinary Resolution passed at a meeting of the MTNholder(s) duly convened and held in accordance with the provisions contained in the Trust Deed for the MTNs. Such resolution in writing may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the MTNholder(s).

(32) Permitted investments, if applicable : The Issuer shall be permitted from time to time to utilise the funds held in the Designated Accounts to make Permitted Investments subject to the consent of the Trustee, provided that such funds utilised for Permitted Investments shall be remitted to the relevant Designated Accounts, five (5) business days before any payment obligations of the Issuer is due and payable.

“**Permitted Investments**” here shall mean:-

- (i) Securities the interest of which is issued or guaranteed by the Government;
- (ii) Fixed income securities issued in Malaysia with the approval of the Government by any authority established under federal or state law with minimum rating of AA1 / AA+ or P1 / MARC 1 or its equivalent; and
- (iii) Investment in money market instruments where there is the flexibility of early withdrawal without incurring any penalty such as bankers’ acceptance or

Indera Persada Sdn Bhd (Issuer or IPSB).

A medium term notes (MTNs) facility of up to RM68.0 million in nominal value (MTN Facility).

Principal Terms and Conditions

promissory notes or certificates of deposit issued by any bank licensed pursuant to the Financial Services Act, 2013 and Islamic Financial Services Act, 2013 and having a minimum long term rating of AA1 / AA+ and short term rating of P1 / MARC 1 or its equivalent.

(33) Ta'widh (for ringgit-denominated sukuk) : Not applicable

(34) Ibra' (for ringgit-denominated sukuk) : Not applicable

(35) Kafalah (for ringgit-denominated sukuk) : Not applicable

(36) Waivers from complying with Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework and other relevant guidelines of the SC obtained for the facility/programme, if any : Not applicable.