

**SUPPLEMENTAL INFORMATION MEMORANDUM**

**SUNREIT UNRATED BOND BERHAD**

(Registration No. 201201004214 (977739-X))

**Proposed Issue of, Offer for Subscription or Purchase of, or  
Invitation to Subscribe for or Purchase of the Unrated Medium  
Term Notes (“Unrated MTNs”) pursuant to a Medium Term Note  
Programme of RM10.0 Billion in Nominal Value  
(“MTN Programme”)**

Principal Adviser/ Lead Arranger



**AFFIN HWANG**  
CAPITAL

**Affin Hwang Investment Bank Berhad**  
(Registration No.: 197301000792 (14389-U))

This Supplemental Information Memorandum is dated 18 August 2020

## **IMPORTANT NOTICE**

This Supplemental Information Memorandum is a supplement to, and has to be read in conjunction with, the information memorandum dated 30 June 2017 ("**Information Memorandum**"). Save to the extent defined in this Supplemental Information Memorandum, all terms used in this Supplemental Information Memorandum shall have the same meanings as those defined or otherwise attributed meanings in the Information Memorandum. To the extent that the Information Memorandum dated 30 June 2017 is inconsistent with this Supplemental Information Memorandum, the terms of this Supplemental Information Memorandum shall prevail.

### **Responsibility Statements**

This supplemental information memorandum ("**Supplemental Information Memorandum**") has been approved by the directors of SunREIT Unrated Bond Berhad (the "**Issuer**") and the Issuer accepts full responsibility for the accuracy of the information contained in this Supplemental Information Memorandum. The Issuer, after having made all reasonable enquiries, confirms that all information contained in this Supplemental Information Memorandum is true and correct in all material respects, that there is no omission of a material fact necessary to make the information contained in this Supplemental Information Memorandum, in the light of the circumstances under which it is provided, not misleading, and that the opinions and intentions expressed in the information contained in this Supplemental Information Memorandum are honestly held. Enquiries have been made by the Issuer to ascertain all material facts have been disclosed and to verify the accuracy of all such information and statements. In this context, the Issuer accepts full responsibility for such information contained in this Supplemental Information Memorandum. No representation or warranty, express or implied, is made such that the information remains unchanged in any respect as of any date or dates after those stated herein, with respect to any matter concerning the Issuer, or any statement made in this Supplemental Information Memorandum.

### **General Statement of Disclaimer**

This Supplemental Information Memorandum is being furnished on a private and confidential basis solely for the purpose of enabling prospective holders of the Unrated MTNs (as defined in the Information Memorandum) to consider the purchase of the Unrated MTNs under the MTN Programme.

The Issuer has authorised Affin Hwang Investment Bank Berhad (Registration No. 197301000792 (14389-U)), the Principal Adviser and the Lead Arranger (the "**PA/LA**") to distribute this Supplemental Information Memorandum, which is now being provided by the PA/LA on a confidential basis to potential investors to whom an issue, offer or invitation to subscribe or purchase the Unrated MTNs. At the point of issuance, the Unrated MTNs may only be offered, sold, transferred or otherwise disposed directly or indirectly to persons to whom an offer or invitation to subscribe the Unrated MTNs may be made and to whom the Unrated MTNs are issued would fall within Part I of Schedule 6 or Section 229(1)(b) and Part I of Schedule 7 or Section 230(1)(b) read together with Schedule 9 or Section 257(3) of the Capital Markets and Services Act 2007 as amended from time to time ("**CMSA**").

After issuance, the Unrated MTNs may only be offered, sold, transferred or otherwise disposed directly or indirectly to persons to whom an offer or invitation to subscribe the Unrated MTNs may be made and to whom the Unrated MTNs are issued would fall within Part I of Schedule 6 or Section 229(1)(b), read together with Schedule 9 or Section 257(3) of the CMSA.

This Supplemental Information Memorandum may not be, in whole or in part, reproduced or used for any other purpose, or shown, given, copied to or filed with any other person including, without limitation, any government or regulatory authority except with the prior consent of the Issuer or as required under Malaysian laws, regulations or guidelines.

The Unrated MTNs will not be listed on any exchange.

None of the information or data contained in this Supplemental Information Memorandum has been independently verified by the PA/LA. No representation or warranty, express or implied, is given or assumed by the PA/LA as to the authenticity, origin, validity, accuracy or completeness of such

information and data contained in this Supplemental Information Memorandum or that the information or data remains unchanged in any respect after the relevant date shown in this Supplemental Information Memorandum. The PA/LA has not accepted and will not accept any responsibility for the information and data contained in this Supplemental Information Memorandum or otherwise in relation to the MTN Programme (as defined in the Information Memorandum) and shall not be liable for any consequences of reliance on any of the information or data in this Supplemental Information Memorandum, except as provided by Malaysian laws. No person is authorised to give any information or data or to make any representation or warranty other than as contained in this Supplemental Information Memorandum and, if given or made, any such information, data, representation or warranty must not be relied upon as having been authorised by the Issuer, the PA/LA or any other person.

The information in this Supplemental Information Memorandum supersedes all other information and material previously supplied (if any) to the recipients. By taking possession of this Supplemental Information Memorandum, the recipients are acknowledging and agreeing and are deemed to have acknowledged and agreed that they will not rely on any previous information supplied. No person is authorised to give any information or data or to make any representation or warranty other than as contained in this Supplemental Information Memorandum and, if given or made, any such information, data, representation or warranty must not be relied upon as having been authorised by the Issuer, the PA/LA or any other person.

This Supplemental Information Memorandum has not been and will not be made to comply with the laws of any Foreign Jurisdiction (as defined in the Information Memorandum), and has not been and will not be lodged, registered or approved pursuant to or under any legislation of (or with or by any regulatory authorities or other relevant bodies of) any Foreign Jurisdiction and it does not constitute an issue, offer or sale of, or an invitation to subscribe or purchase the Unrated MTNs or any other securities of any kind by any party in any Foreign Jurisdiction.

The distribution or possession of this Supplemental Information Memorandum in or from certain jurisdictions may be restricted or prohibited by law. Each recipient is required by the Issuer and the PA/LA to seek appropriate professional advice regarding, and to observe, any such restriction or prohibition. Neither the Issuer nor the PA/LA accepts any responsibility or liability to any person in relation to the distribution or possession of this Supplemental Information Memorandum in or from any such Foreign Jurisdiction.

This Supplemental Information Memorandum is not and is not intended to be a prospectus. Unless otherwise specified in this Supplemental Information Memorandum, the information contained in this Supplemental Information Memorandum is current as at the date hereof.

By accepting delivery of this Supplemental Information Memorandum, each recipient agrees to the terms upon which this Supplemental Information Memorandum is provided to such recipient as set out in this Supplemental Information Memorandum, and further agrees and confirms that: (a) it will keep confidential all of such information and data and will not use such confidential information or data for any other purpose except to enable the evaluation of the MTN Programme; (b) it is lawful for the recipient to subscribe for or purchase the Unrated MTNs under all jurisdictions to which the recipient is subject; (c) the recipient has complied with all applicable laws in connection with such subscription or purchase of the Unrated MTNs; (d) the Issuer, the PA/LA and their respective directors, officers, employees and professional advisers are not and will not be in breach of the laws of any jurisdiction to which the recipient is subject as a result of such subscription or purchase of the Unrated MTNs, and they shall not have any responsibility or liability in the event that such subscription or purchase of the Unrated MTNs is or shall become unlawful, unenforceable, voidable or void; (e) it is aware that the Unrated MTNs can only be offered, sold, transferred or otherwise disposed of directly or indirectly in accordance with the relevant selling restrictions and all applicable laws; (f) it has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of subscribing or purchasing the Unrated MTNs, and is able and is prepared to bear the economic and financial risks of investing in or holding the Unrated MTNs; (g) it is subscribing or accepting the Unrated MTNs for its own account; (h) it is a person to whom an issue, offer or invitation to subscribe or purchase the Unrated MTNs would constitute at the point of issuance, the Unrated MTNs may only be offered, sold, transferred or indirectly to persons to whom an offer or invitation to subscribe the Unrated MTNs may be made and to whom the Unrated MTNs are issued would fall within Part I of

Schedule 6 or Section 229(1)(b) and Part I of Schedule 7 or Section 230(1)(b) and read together with Schedule 9 or Section 257(3) of the CMSA. After the issuance of the Unrated MTNs, shall be transferable and tradable, where upon the Unrated MTNs may only be offered, sold, transferred or otherwise disposed directly or indirectly to persons to whom an offer or invitation to subscribe the Unrated MTNs may be made and to whom the Unrated MTNs are issued would fall within Part I of Schedule 6 or Section 229(1)(b), read together with Schedule 9 or Section 257(3) of the CMSA; and (i) the making of this disclosure and general statement of disclaimer does not impose any continuing duty to update or provide any information from time to time or at any time except as specifically provided by law. Each recipient is solely responsible for seeking all appropriate expert advice as to the laws of all jurisdictions to which it is subject. For the avoidance of doubt, this Supplemental Information Memorandum shall not constitute an offer or invitation to subscribe or purchase the Unrated MTNs in relation to any recipient who does not fall within item (h) above.

This Supplemental Information Memorandum or any document delivered under or in relation to the issue, offer and sale of the Unrated MTNs is not, and should not be construed as, a recommendation by the Issuer, the PA/LA or any other party to the recipient to subscribe for or purchase the Unrated MTNs. This Supplemental Information Memorandum is not a substitute for, and should not be regarded as, an independent evaluation and analysis. Each recipient should perform and is deemed to have made its own independent investigation and analysis of the Issuer, the Unrated MTNs and all other relevant matters, and each recipient should consult its own professional financial, legal and other appropriate professional advisers. All information and statements herein are subject to the detailed provisions of the respective documents referred to herein and are qualified in their entirety by reference to such documents.

Neither the distribution or delivery of this Supplemental Information Memorandum nor the offering, sale or delivery of any Unrated MTNs shall in any circumstance imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or the date specified in this Supplemental Information Memorandum if a date is specified, or that any other information supplied in connection with the MTN Programme is correct as of any time subsequent to the date indicated in the document containing the same. Neither the PA/LA nor any other advisers for the MTN Programme undertake to review the financial condition or affairs of the Issuer or to advise any investor in any Unrated MTNs of any information coming to their respective attention. The recipient of this Supplemental Information Memorandum or any prospective holders of the Unrated MTNs should review, inter alia, the most recently published information on the Issuer or the MTN Programme when deciding whether or not to purchase or subscribe for any of the Unrated MTNs.

### **Acknowledgement**

The Issuer hereby acknowledges that it has authorised the PA/LA to circulate or distribute this Supplemental Information Memorandum on its behalf in respect of or in connection with the proposed offer or invitation to subscribe for and issue of, the Unrated MTNs to prospective holders and that no further evidence of authorisation is required.

### **Statements of Disclaimer by the Securities Commission Malaysia**

A copy of this Supplemental Information Memorandum will be deposited, in accordance with the CMSA, with the Securities Commission Malaysia (“**SC**”), who takes no responsibility for its contents.

The issue, offer or invitation in relation to the Unrated MTNs in this Supplemental Information Memorandum or otherwise is subject to the fulfilment of various conditions precedent including without limitation, the lodgement of the documents and information relating to the Unrated MTNs and the MTN Programme with the SC in accordance with the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework issued by the SC on 9 March 2015 and as may be replaced, substituted, amended or revised from time to time (“**LOLA Guidelines**”).

The Issuer has on 9 July 2012 obtained approval from SC for the Issuer to issue the Unrated MTNs pursuant to the MTN Programme of up to RM1.0 billion. The Issuer has on 27 April 2017, 30 June 2017, 9 October 2017, 9 October 2018 and 18 August 2020 submitted the documents and information relating to the Unrated MTNs and the MTN Programme with the SC in accordance with the LOLA Guidelines pursuant to the revision of the terms of the MTN Programme including but not limited to

upsizing of the programme limit from RM1.0 billion to RM10.0 billion and the revision of the percentage of the Pool A and Pool B total loans to security value. Please note that lodgement to the SC shall not be taken to indicate that the SC recommends the subscription or purchase of the Unrated MTNs under the MTN Programme.

The SC shall not be liable for any non-disclosure on the part of the Issuer and assumes no responsibility for the correctness or completeness of any statements made or opinions or reports expressed or contained in this Supplemental Information Memorandum.

**EACH TRANCHE OF THE UNRATED MTNs WILL CARRY DIFFERENT RISKS AND ALL INVESTORS SHOULD EVALUATE EACH ISSUE OF THE UNRATED MTNs ON ITS OWN MERIT. INVESTORS SHOULD RELY ON THEIR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THE INVESTMENT.**

**IT IS RECOMMENDED THAT PROSPECTIVE HOLDERS CONSULT THEIR OWN FINANCIAL, LEGAL AND OTHER ADVISERS BEFORE PURCHASING OR SUBSCRIBING OR ACQUIRING THE UNRATED MTNs.**

#### **Documents incorporated by reference**

All supplements or amendments to the Information Memorandum and this Supplemental Information Memorandum which are circulated by the Issuer from time to time after the date hereof shall be deemed to be incorporated in, and to form part of, this Supplemental Information Memorandum save that any statement contained herein or in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Supplemental Information Memorandum to the extent that a statement contained in any such subsequent document which is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Supplemental Information Memorandum.

The Issuer will provide, without charge, to each person to whom a copy of this Supplemental Information Memorandum has been delivered, upon the request of such person, a copy of any or all of the documents deemed to be incorporated herein by reference unless such documents have been modified or superseded as specified above. Requests for such documents should be directed to the Issuer at its offices set out at the end of this Supplemental Information Memorandum.

#### **CONFIDENTIALITY**

To the recipient of this Supplemental Information Memorandum:

This Supplemental Information Memorandum and its contents are strictly confidential and the information herein contained is given to the recipient strictly on the basis that the recipient shall ensure the same remains confidential. Accordingly, this Supplemental Information Memorandum and its contents, or any information, which is made available to the recipient in connection with any further enquiries, must be held in complete confidence.

This Supplemental Information Memorandum is submitted to prospective holders specifically in reference to the MTN Programme and may not be reproduced or used, in whole or in part, for any purpose, nor furnished to any person other than those to whom copies have been sent by the PA/LA.

The recipient must return this Supplemental Information Memorandum and all reproductions whether in whole or in part and any other information in connection therewith to the PA/LA promptly upon the PA/LA's request.

In the event that there is any contravention of this confidentiality undertaking or there is reasonable likelihood that this confidentiality undertaking may be contravened, the Issuer may, at its discretion, apply for any remedy available to the Issuer whether at law or equity, including without limitation, injunctions. The Issuer is entitled to fully recover from the contravening party all costs, expenses and

losses incurred and/or suffered, in this regard. For the avoidance of doubt, it is hereby deemed that this confidentiality undertaking shall be imposed upon the recipient, the recipient's professional advisor, directors, employees and any other persons who may receive this Supplemental Information Memorandum (or any part of it) from the recipient.

**Privacy Notice**

The PA/LA is committed to comply with the Personal Data Protection Act 2010 which came into force on 15 November 2013.

The PA/LA is required to issue the Privacy Notice to any person for the use and processing of personal information of such person. The PA/LA's Privacy Notice is available at PA/LA's website [www.affinhwang.com](http://www.affinhwang.com).

In respect of a person which is a body corporate, the consent and authority of their directors, shareholders, authorised signatories and officers are deemed to have been duly obtained to provide the personal data (as defined under the Personal Data Protection Act 2010) as required by the PA/LA.

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Save to the extent defined in this Supplemental Information Memorandum, all terms used in this Supplemental Information Memorandum shall have the same meanings as those defined or otherwise attributed meanings in the Information Memorandum dated 30 June 2017.

## **1. Amendments to the Information Memorandum**

### **1.1 Amendments to Section 1.5.2 (Information on the MTN Programme – Security)**

The following paragraphs under the heading “Security” of Section 1.5.2 with sub-heading (i) “For Pool A Issuances” of the Information Memorandum are hereby amended and varied with the amendments highlighted in bold italics as follows:

*“The above security (referred to herein as “Pool A Assets”) shall be shared on a pari passu basis in terms of priority and security amongst the Pool A Issuances and the following borrowings which terms require a pari passu ranking charge over the above security (such borrowings shall be collectively referred to as the “Pool A Assets Pari Passu Debt”):*

- (i) any New Debt;*
- (ii) the commercial papers (“CP”) issuance programme (“CP Programme”) of up to RM1.6 billion in nominal value established by SunREIT Capital Berhad (“SunREIT Cap”); and*
- (iii) the commodity murabahah facility (“HSBC Murabahah Facility”) of up to the maximum aggregate amount of USD100 million granted by HSBC Amanah Malaysia Berhad (“HSBC Amanah”) to the REIT Trustee.*

*PROVIDED THAT the ratio of the Pool A Total Loans (as defined in the PTC) to the Pool A Security Value (as defined in the PTC) shall not exceed ~~45%~~**50%** at all times.*

*In the event the ratio of the Pool A Total Loans to Pool A Security Value exceeds ~~45%~~**50%**, the Issuer/REIT Trustee is required to restore the stipulated ratio by providing additional security acceptable to the Trustee or reducing the Pool A Total Loans within 90 days from the date the Issuer/REIT Trustee/REIT Manager becomes aware of the breach. The Issuer/REIT Trustee/REIT Manager shall notify the Trustee within five (5) business days of becoming aware of the breach.”*

The following paragraphs under the heading “Security” of Section 1.5.2 with sub-heading (ii) “For Pool B Issuances” of the Information Memorandum are hereby amended and varied with the amendments highlighted in bold italics as follows:

*“The above security (referred to herein as “Pool B Assets”) shall be shared on a pari passu basis in terms of priority and security amongst the Pool B Issuances.*

*PROVIDED THAT the ratio of the Pool B Total Loans (as defined in the PTC) to the Pool B Security Value (as defined in the PTC) shall not exceed ~~45%~~**50%** at all times.*

*In the event the ratio of the Pool B Total Loans to Pool B Security Value exceeds ~~45%~~**50%**, the Issuer/REIT Trustee is required to restore the stipulated ratio by providing additional security acceptable to the Trustee or reducing the Pool B Total Loans within 90 days from the date the Issuer/REIT Trustee/REIT Manager becomes aware of the breach. The Issuer/REIT Trustee/REIT Manager shall notify the Trustee within five (5) business days of becoming aware of the breach.”*

### **1.2 Amendments to Section 2.0 (Principal Terms and Conditions of the MTN Programme)**

Section 2.0 (Principal Terms and Conditions of the MTN Programme) of the Information Memorandum is hereby replaced in its entirety with Appendix I of this Supplemental Information Memorandum.

## APPENDIX I

### SECTION 2.0 (PRINCIPAL TERMS AND CONDITIONS OF THE MTN PROGRAMME)

*The principal terms and conditions of the Unrated MTNs as attached with the notification to the SC are set out below. Words and expressions used and defined in this Section 2.0, in the event of inconsistency with the definitions section of the Information Memorandum, shall only be applicable for this Section 2.0.*

2.1 Details of Facility / Programme																			
(1)	Name of facility	:	A medium term note programme of up to RM10.0 billion in nominal value (" <b>MTN Programme</b> ") for the issuance of unrated medium term notes (" <b>Unrated MTNs</b> ").																
(2)	Issuance type	:	Programme.																
(3)	Shariah principles (for sukuk)	:	Not applicable.																
(4)	Facility description	:	Issuance of Unrated MTNs pursuant to the MTN Programme of up to RM10.0 billion in nominal value.																
(5)	Currency	:	Ringgit.																
(6)	Expected facility/programme size	:	<p>The programme size for the MTN Programme shall be up to RM10.0 billion in nominal value, comprising of:</p> <p><b>(i) Pool A Issuances:</b> Unrated MTNs issued and/or to be issued in connection with the Pool A Assets (as defined herein).</p> <p>For clarity, Pool A Issuances shall include the following issuances:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th><u>Description</u></th><th><u>Issue Date</u></th><th><u>Maturity Date</u></th><th><u>Nominal Value (RM mil)</u></th></tr> </thead> <tbody> <tr> <td>Issue 1 Tranche1</td><td>09/10/2012</td><td>09/10/2017</td><td>270.0</td></tr> <tr> <td>Issue 2</td><td>08/03/2013</td><td>08/03/2018</td><td>200.0</td></tr> <tr> <td>Issue 3</td><td>08/04/2013</td><td>06/04/2018</td><td>400.0</td></tr> </tbody> </table> <p>Pool A Issuances may also include additional tranches using Pool A Assets as part of the underlying security.</p>	<u>Description</u>	<u>Issue Date</u>	<u>Maturity Date</u>	<u>Nominal Value (RM mil)</u>	Issue 1 Tranche1	09/10/2012	09/10/2017	270.0	Issue 2	08/03/2013	08/03/2018	200.0	Issue 3	08/04/2013	06/04/2018	400.0
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Issue 2	08/03/2013	08/03/2018	200.0																
Issue 3	08/04/2013	06/04/2018	400.0																



		<p><b>(ii) Pool B Issuances:</b></p> <p>Unrated MTNs issued and/or to be issued in connection with the Pool B Assets (as defined herein).</p> <p>For clarity, Pool B Issuances shall include the following issuance:</p> <table><tr><th><u>Description</u></th><th><u>Nominal Value (RM mil)</u></th></tr><tr><td>Issue 1 Tranche 2</td><td>130.0</td></tr></table> <p>Pool B Issuances may also include additional tranches using Pool B Assets as part of the underlying security.</p> <p><b>(iii) Additional Pools issuances:</b></p> <p>Unrated MTNs to be issued in connection with the relevant Additional Pools (as defined herein).</p> <p>The Issuer may choose to form new asset pools for the Newly Acquired Properties for new issuances of Unrated MTNs ("<b>Additional Pools</b>").</p> <p>For avoidance of doubt, the aggregate amount of Pool A Issuances, Pool B Issuances and the issuances of the Additional Pools shall not at any time, exceed the MTN Programme size.</p> <p>Note: The programme size of RM10.0 billion in nominal value was upsized from its original size of RM1.0 billion in nominal value ("<b>Original Issue/Programme Size</b>").</p> <p>Option to upsize:</p> <table><tr><td><input checked="" type="checkbox"/> X</td><td>No.</td></tr><tr><td><input type="checkbox"/></td><td>Yes.</td></tr></table>	<u>Description</u>	<u>Nominal Value (RM mil)</u>	Issue 1 Tranche 2	130.0	<input checked="" type="checkbox"/> X	No.	<input type="checkbox"/>	Yes.
<u>Description</u>	<u>Nominal Value (RM mil)</u>									
Issue 1 Tranche 2	130.0									
<input checked="" type="checkbox"/> X	No.									
<input type="checkbox"/>	Yes.									
(7)	Tenure of facility/programme	<p><b><u>MTN Programme Tenure</u></b></p> <p>Up to thirty-five (35) years from the date of first issuance.</p> <p>Note: The date of first issuance of the MTN Programme was 9 October 2012.</p> <p>The Issuer may choose to terminate the MTN Programme prior to the expiry of the tenure of the MTN Programme provided that there are no Unrated MTNs outstanding at that time.</p> <p><b><u>Tenure of Unrated MTNs</u></b></p> <p>The Unrated MTNs shall be issued for tenures of more than one (1) year and up to thirty-five (35) years as the Issuer may select in consultation with the Lead Arranger, provided that the Unrated MTNs mature upon or prior to the expiry of the MTN Programme.</p>								
(8)	Availability period for	The Unrated MTNs may be issued at any time during the								

	<b>debt programme</b>		MTN Programme Tenure (as described in Section 2.1(7) above), provided that the Unrated MTNs mature on or prior to the expiry of the MTN Programme and that the first issuance under the MTN Programme shall be within two (2) years from the date of the SC's approval.
(9)	<b>Clearing &amp; settlement platform(s)</b>	:	<ul style="list-style-type: none"> <li>• PayNet</li> </ul>
(10)	<b>Mode of issue</b>	:	<ul style="list-style-type: none"> <li>• Book building.</li> <li>• Book running.</li> <li>• Bought deal.</li> <li>• Direct placement.</li> <li>• Private placement.</li> </ul>
(11)	<b>Selling restrictions</b>	:	<ul style="list-style-type: none"> <li>• Part 1 of Schedule 6 of the CMSA</li> <li>• Part 1 of Schedule 7 of the CMSA</li> <li>• Read together with Schedule 9 of CMSA</li> <li>• Other (Please specify)</li> </ul> <p><b><u>Selling Restrictions at Issuance</u></b></p> <p>The Unrated MTNs may only be offered, sold, transferred or otherwise disposed directly or indirectly to persons to whom an offer or invitation to subscribe the Unrated MTNs may be made and to whom the Unrated MTNs are issued would fall within Part I of Schedule 6 or Section 229(1)(b) and Part I of Schedule 7 or Section 230(1)(b) of the Capital Markets and Services Act 2007 as amended from time to time ("<b>CMSA</b>"), read together with Schedule 9 or Section 257(3) of the CMSA.</p> <p><b><u>Selling Restrictions Thereafter</u></b></p> <p>The Unrated MTNs may only be offered, sold, transferred or otherwise disposed directly or indirectly to persons to whom an offer or invitation to subscribe the Unrated MTNs may be made and to whom the Unrated MTNs are issued would fall within Part I of Schedule 6 or Section 229(1)(b), read together with Schedule 9 or Section 257(3) of the CMSA.</p>
(12)	<b>Tradability and transferability</b>	:	<ul style="list-style-type: none"> <li>• Tradable and transferable.</li> </ul>
(13)	<b>Other regulatory approvals required in relation to the issue, offer or invitation to subscribe or purchase corporate bonds/sukuk, and whether or not obtained</b>		Not applicable
(14)	<b>Details of</b>	:	The MTN Programme shall be secured, by the following:

	<p><b>security/collateral pledged, if applicable</b></p>	<p>(i) For Pool A Issuances:</p> <p>(1) A first ranking third party legal charge by the REIT Trustee of the following properties:</p> <ul style="list-style-type: none"> <li>(i) Sunway Pyramid Shopping Mall;</li> <li>(ii) SunCity Ipoh Hypermarket;</li> <li>(iii) Menara Sunway;</li> <li>(iv) Sunway Tower;</li> <li>(v) Sunway Resort Hotel &amp; Spa;</li> <li>(vi) Sunway Pyramid Hotel;</li> <li>(vii) Sunway Putra comprising Sunway Putra Mall, Sunway Putra Hotel and Sunway Putra Tower;</li> <li>(viii) Sunway Medical Centre; and</li> <li>(ix) Wisma Sunway.</li> </ul> <p>with a total market value of not less than RM4.0 billion (hereinafter referred to as "Existing Pool A Properties");</p> <p>(2) A first ranking third party legal assignment by the REIT Trustee of all rental proceeds, proceeds from bank guarantees in respect of tenant's obligations and insurance proceeds in relation to the Existing Pool A Properties and the relevant Newly Acquired Properties, where applicable (as defined herein);</p> <p>(3) A first ranking third party legal charge and assignment by the REIT Trustee over the following bank accounts:-</p> <ul style="list-style-type: none"> <li>(i) Proceeds Account (Pool A);</li> <li>(ii) Individual Collection Accounts (Pool A); and</li> <li>(iii) Master Collection Account (Pool A)</li> </ul> <p>(4) A first ranking third party legal charge and assignment by the REIT Manager over the Operation Accounts (Pool A) (as described below), for the purpose of depositing monies from the Existing Pool A Properties and the relevant Newly Acquired Properties, where applicable;</p> <p>(5) A first ranking third party legal charge(s) over the relevant Newly Acquired Properties where financed by New Debt (as defined in Section 2.1(20) below) which such New Debt shall also be secured by taking security over ALL the Existing Pool A Properties and the relevant Newly Acquired Properties on a pari passu basis with Pool A Issuances and the Pool A Assets Pari Passu Debt (as defined herein)</p> <p>(6) An undertaking from REIT Manager:</p> <ul style="list-style-type: none"> <li>(i) to deposit all sale/insurance proceeds paid in relation to the Existing Pool A Properties and the relevant Newly Acquired Properties, where applicable into the respective Proceeds Accounts (Pool A);</li> </ul>
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		<p>(ii) to deposit all rental/cashflow generated from the Existing Pool A Properties and the relevant Newly Acquired Properties, where applicable into their respective Individual Collection Accounts (Pool A);</p> <p>(iii) that it shall not declare or distribute any dividends / distributions to SunREIT's unitholders if:</p> <p style="padding-left: 40px;">(a) an event of default has occurred, is continuing or has not been waived or following such declaration or distribution, an event of default would occur; or</p> <p style="padding-left: 40px;">(b) the financial covenants are not met or will not be met prior and after such distribution;</p> <p>(7) Any other security deemed appropriate and mutually agreed between the parties prior to execution of the Transaction Documents (as defined under Section 2.1(34)(f) below); and</p> <p>(8) Any other security deemed appropriate and mutually agreed between the parties from time to time, including but not limited to securing additional tranches for Pool A Issuances.</p> <p>The above security (referred to herein as "Pool A Assets") shall be shared on a pari passu basis in terms of priority and security amongst the Pool A Issuances and the following borrowings which terms require a pari passu ranking charge over the above security (such borrowings shall be collectively referred to as the "Pool A Assets Pari Passu Debt"):</p> <p>(i) any New Debt;</p> <p>(ii) the commercial papers ("CP") issuance programme ("CP Programme") of up to RM1.6 billion in nominal value established by SunREIT Capital Berhad ("SunREIT Cap"); and</p> <p>(iii) the commodity murabahah facility ("HSBC Murabahah Facility") of up to the maximum aggregate amount of USD100 million granted by HSBC Amanah Malaysia Berhad ("HSBC Amanah") to the REIT Trustee.</p> <p>PROVIDED THAT the ratio of the Pool A Total Loans (as defined in Section 2.1(20) below) to the Pool A Security Value (as defined in Section 2.1(20) below) shall not exceed 50% at all times.</p> <p>In the event the ratio of the Pool A Total Loans to Pool A Security Value exceeds 50%, the Issuer/REIT Trustee is required to restore the stipulated ratio by</p>
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		<p>providing additional security acceptable to the Trustee or reducing the Pool A Total Loans within 90 days from the date the Issuer/REIT Trustee/REIT Manager becomes aware of the breach. The Issuer/REIT Trustee/REIT Manager shall notify the Trustee within five (5) business days of becoming aware of the breach.</p> <p>A security agency and sharing agreement and/or the accession letter annexed thereto shall be entered into between, among others, PIVB (as security agent for the Pool A Assets), PIVB (as facility agent for the CP Programme), the Facility Agent, the Issuer, SunREIT Cap, the REIT Trustee, the REIT Manager and other parties which have rights over the Pool A Assets to evidence, inter alia the said security sharing arrangement.</p> <p>(ii) For Pool B Issuances:</p> <ol style="list-style-type: none"> <li>(1) A first ranking third party legal charge by the REIT Trustee of the following properties: <ol style="list-style-type: none"> <li>(i) Sunway Hotel Seberang Jaya; and</li> <li>(ii) Sunway Carnival Shopping Mall. (hereinafter referred to as "Existing Pool B Properties");</li> </ol> </li> <li>(2) A first ranking third party legal assignment by the REIT Trustee of all rental proceeds, proceeds from bank guarantees in respect of tenant's obligations and insurance proceeds in relation to the Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable;</li> <li>(3) A first ranking third party legal charge and assignment by the REIT Trustee over the following bank accounts: <ol style="list-style-type: none"> <li>(i) Proceeds Accounts (Pool B);</li> <li>(ii) Individual Collection Accounts (Pool B); and</li> <li>(iii) Master Collection Account (Pool B);</li> </ol> </li> <li>(4) A first ranking third party legal charge and assignment by the REIT Manager over the Operation Accounts (Pool B); All accounts to be opened with such licensed financial institution acceptable to the Facility Agent, for the purpose of depositing monies from the Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable;</li> <li>(5) Newly Acquired Properties where financed by New Debt which such New Debt shall also be secured by taking security over ALL the Existing Pool B Properties and the relevant Newly Acquired Properties;</li> </ol>
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		<p>(6) An undertaking from the REIT Manager:</p> <ul style="list-style-type: none"> <li>(i) to deposit all sale/insurance proceeds paid in relation to the Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable into the respective Proceeds Accounts (Pool B);</li> <li>(ii) to deposit all rental/cashflow generated from the Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable, into their respective Individual Collection Accounts (Pool B);</li> <li>(iii) that it shall not declare or distribute any dividends / distributions to SunREIT's unitholders if: <ul style="list-style-type: none"> <li>(a) an event of default has occurred, is continuing or has not been waived or following such declaration or distribution, an event of default would occur; or</li> <li>(b) the financial covenants are not met or will not be met prior and after such distribution;</li> </ul> </li> </ul> <p>(7) Any other security deemed appropriate and mutually agreed between the parties prior to execution of the Transaction Documents; and</p> <p>(8) Any other security deemed appropriate and mutually agreed between the parties, including but not limited to securing additional tranches for Pool B Issuances.</p> <p>The above security (referred to herein as "Pool B Assets") shall be shared on a pari passu basis in terms of priority and security amongst the Pool B Issuances.</p> <p>PROVIDED THAT the ratio of the Pool B Total Loans (as defined in Section 2.1(20) below) to the Pool B Security Value (as defined in Section 2.1(20) below) shall not exceed 50% at all times.</p> <p>In the event the ratio of the Pool B Total Loans to Pool B Security Value exceeds 50%, the Issuer/REIT Trustee is required to restore the stipulated ratio by providing additional security acceptable to the Trustee or reducing the Pool B Total Loans within 90 days from the date the Issuer/REIT Trustee/REIT Manager becomes aware of the breach. The Issuer/REIT Trustee/REIT Manager shall notify the Trustee within five (5) business days of becoming aware of the breach.</p>
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			<p>(iii) For each issuance of the Additional Pools, the security shall include but not limited to the following:</p> <ol style="list-style-type: none"> <li>(1) A first ranking third party legal charge(s) over the relevant Newly Acquired Properties by the REIT Trustee;</li> <li>(2) A first ranking third party legal charge and assignment by the REIT Trustee over all bank accounts to be opened for the issuance of the Additional Pools, if applicable; and</li> <li>(3) Any such other security deemed appropriate and mutually agreed between the parties prior to the execution of the Transaction Documents.</li> </ol> <p>The above security shall be shared on a pari passu basis in terms of priority and security amongst each relevant Additional Pools.</p> <p>PROVIDED THAT the ratio of aggregate principal amount/ nominal value of the issuances of the relevant Additional Pools to the open market value of the Newly Acquired Properties of the relevant Additional Pools shall not exceed a percentage to be agreed between the parties at all times.</p> <p>In the event the ratio of aggregate principal amount/ nominal value of the issuances of the relevant Additional Pools to the open market value of the Newly Acquired Properties of the relevant Additional Pools exceeds the stipulated ratio, the Issuer/REIT Trustee is required to restore the stipulated ratio by providing additional security acceptable to the Trustee or reducing the aggregate principal amount/ nominal value of the issuances of the relevant Additional Pools within 90 days from the date the Issuer/REIT Trustee/REIT Manager becomes aware of the breach. The Issuer/REIT Trustee/REIT Manager shall notify the Trustee within five (5) business days of becoming aware of the breach.</p> <p>The Existing Pool A Properties and the Existing Pool B Properties, shall collectively be referred to as “Secured Properties”.</p>
(15)	Details of guarantee, if applicable	:	Not guaranteed.
(16)	Convertibility of issuance and details of convertibility	:	Not convertible.
(17)	Exchangeability of Issuance and details of the exchangeability	:	Not exchangeable.

(18)	Call option and details, if applicable	:	No call option.
(19)	Put option and details, if applicable	:	No put option.
(20)	Details of covenants	:	<p><b><u>Positive Covenants</u></b>  Positive Covenants by the Issuer for programme of this nature as advised by the Solicitors, including but not limited to the following:</p> <p><u>(A) The Issuer:</u></p> <p>(a) It shall provide to the Trustee at least on an annual basis, a certificate confirming that:</p> <ul style="list-style-type: none"> <li>(i) it has complied with all its obligations under the Transaction Documents;</li> <li>(ii) it has complied with the financial covenants (as described herein) together with the relevant calculations; and</li> <li>(iii) that there does not exist or had not existed, from the first date the Unrated MTNs were issued, any Event of Default, and if such is not the case, to specify the same;</li> </ul> <p>(b) It shall deliver to the Trustee as soon as they become available (and in any event within 180 days after the end of its financial year) copies of its financial statements for that year which shall contain the income statements and balance sheets of the Issuer and which are audited and certified without qualification by a firm of independent certified public accountants acceptable to the Trustee;</p> <p>(c) It shall deliver to the Trustee as soon as they become available but not later than 90 days after the end of each quarter, certified true copies of its management accounts and reports comprising at least its unaudited income statements and balance sheets;</p> <p>(d) It shall promptly notify the Trustee forthwith upon it becoming aware of any change in its conditions (financial or otherwise) and of any litigation or other proceedings of any nature whatsoever being threatened or initiated against it before any court or tribunal or administrative agency which has a Material Adverse Effect (as defined under Section 2.1(24) below);</p> <p>(e) It shall promptly give notice to the Trustee if the occurrence of any Event of Default or any event that gives rise to any right or remedy under the Transaction Documents becoming immediately enforceable, forthwith upon becoming aware thereof, and it shall take all reasonable steps and/or such other steps as may reasonably be requested by the</p>



		<p>Trustee;</p> <p>(f) It shall maintain in full force and effect all relevant authorisations, consents, rights, licences, approvals and permits (governmental and otherwise) which is or may become necessary to enable it to own its assets, to carry on its business in a reasonable diligent, proper and efficient manner or for the Issuer to enter into or perform its obligations under the Transaction Documents or to ensure the legality, validity, enforceability, admissibility in evidence of its obligations or the priority or rights of the Trustee or MTN holder(s) under the Transaction Documents and it shall comply with the same;</p> <p>(g) It shall at all times on demand execute all such further documents and do all such further acts reasonably necessary at any time or times to give further effect to the terms and conditions of the Transaction Documents;</p> <p>(h) It shall exercise reasonable diligence in carrying out its business and affairs in a proper and efficient manner and in accordance with sound financial and commercial standards and practices;</p> <p>(i) It shall promptly perform and carry out all its obligations under the Transaction Documents (including but not limited to redeeming the Unrated MTNs at maturity date) and ensure that it shall immediately notify the Trustee in the event that it is unable to fulfil or comply with any of the provisions of the Transaction Documents;</p> <p>(j) It shall prepare its financial statements on a basis consistently applied in accordance with the generally approved accounting standards in Malaysia and those financial statements shall give a true and fair view of its results of the operations for the period to which the financial statements are made up and shall disclose or provide against all liabilities (actual and contingent) of the Issuer;</p> <p>(k) It shall keep proper books and records at all times and will permit upon reasonable request by the Trustee or its agent and servants and any person appointed or authorised by it at all reasonable times to have access to and to inspect its books of accounts and records relating to its business at any office, branch or place of business of the Issuer and all records kept by any other persons;</p> <p>(l) It shall promptly comply with all appropriate laws including the provisions of the CMSA and all circulars, conditions or guidelines issued by the SC from time to time;</p> <p>(m) It shall maintain a paying agent in Malaysia and shall procure that the Paying Agent to notify the Facility Agent in the event that the Paying Agent does not</p>
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		<p>receive payment from the Issuer on the relevant due date;</p> <p>(n) It shall notify the ratio of the aggregate principal amount/ nominal value of the issuances of the relevant Additional Pools to the open market value of the Newly Acquired Properties of the relevant Additional Pools to be agreed by the parties via pricing supplement prior to each issuance under the Additional Pools; and</p> <p>(o) It shall notify the Trustee, Facility Agent and Security Agents on the ratio of the aggregate principal amount/ nominal value of the issuances of the relevant Additional Pools to the open market value of the Newly Acquired Properties of the relevant Additional Pools to be agreed by the parties within three (3) business days from the issue date.</p> <p><b><u>(B) The REIT Manager:</u></b></p> <p>(a) The REIT Manager shall:</p> <p style="padding-left: 40px;">(i) procure the Secured Properties and the Newly Acquired Properties be valued as follows:</p> <p style="padding-left: 80px;">(1) a full valuation once every three (3) years;</p> <p style="padding-left: 80px;">(2) in the year where a full valuation is not done, a desktop valuation; and</p> <p style="padding-left: 40px;">copies of all the valuation reports shall be delivered to the Facility Agent;</p> <p style="padding-left: 40px;">(ii) provide to the Trustee at least on an annual basis, a certificate confirming that the financial covenants as described herein have been complied with together with the relevant calculations;</p> <p>Such other undertakings from the Issuer, the REIT Trustee and the REIT Manager as may be advised by the Solicitors and to be mutually agreed between the Lead Arranger and the Issuer.</p>
		<p><b><u>Negative Covenants</u></b></p> <p>Negative Covenants for programme of this nature as advised by the Solicitors, including but not limited to the following, without the prior written consent of the MTNholder(s):</p> <p>(a) SunREIT (via the REIT Trustee) will not make any distributions to SunREIT unitholders at any time an Event of Default has occurred, is continuing and has not been waived or an Event of Default will occur as a result of such payment or distribution. The Issuer will not declare any dividends or make any other distributions on or in respect of its share capital;</p>

		<p>(b) The Issuer will not substantially alter the nature of its business or amend its Memorandum and Articles of Association;</p> <p>(c) The Issuer will not assign its rights or transfer its obligation under the Transaction Documents;</p> <p>(d) The Issuer will not surrender, transfer, assign, relinquish or otherwise dispose of any of its rights and interest under any of the Transaction Documents;</p> <p>(e) The Issuer will not enter into any re-organisation, amalgamation, merger, reconstruction, take-over or winding up of itself or any other schemes of compromise or arrangement affecting its present constitution which may materially affect its ability to perform its obligations;</p> <p>(f) The Issuer will not enter into any other contracts, agreements or other arrangements or commitments other than those required under the Transaction Documents or for the purpose relating to the MTN Programme;</p> <p>(g) The Issuer shall not create or permit to arise or subsist any debenture, mortgage, charge (whether fixed or floating), pledge, lien or any other encumbrance whatsoever or any other agreement or arrangement having substantially the same effect on its assets or factor any of its accounts receivables save and except as disclosed;</p> <p>(h) Other than those created for the benefit of the MTN holder(s) and those as disclosed to and agreed by the Lead Arranger prior to the execution of the Transaction Documents, and the Permitted Security Interest (as defined herein), the REIT Trustee, shall not charge, pledge, assign, or otherwise create or permit to exist any security interest over the Secured Properties, Newly Acquired Properties or any other properties or assets of SunREIT and revenues present or future of SunREIT and revenues present or future of the Secured Properties, Newly Acquired Properties or any other properties or assets of SunREIT, without the approval of the MTN holder(s);</p> <p><b>“Permitted Security Interest” means:</b></p> <p>(1) the relevant security interest created by the REIT Trustee to secure the CP Programme and the HSBC Murabahah Facility (<b>“Existing Debts”</b>);</p> <p>(2) the relevant security interest created or to be created by the REIT Trustee, the REIT Manager and the Issuer to secure the Unrated MTNs;</p> <p>(3) such first ranking security created or to be created by the REIT Trustee over any newly acquired properties (other than the Secured</p>
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		<p>Properties) and their cashflow and income and designated bank accounts, in favour of or for the benefit of New Financiers (as defined herein) or any security agent/trustee/facility agent of any new private debt securities that may be issued by the Issuer or another special purpose vehicle of SunREIT, and security over the same assets securing the loan for the benefit of the New Financiers to be created for the benefit of the MTN holder(s) if such New Debts shall rank pari passu with the relevant pool(s) of the MTN Programme and the Existing Debts, where applicable;</p> <p>(4) such security created or to be created by the REIT Trustee and the REIT Manager over assets securing the MTN Programme, to secure New Debts PROVIDED THAT the ratio of the Pool A Total Loans to the Pool A Security Value and the ratio of the Pool B Total Loans to the Pool B Security Value shall not exceed 50% respectively and the ratio of aggregate principal amount/ nominal value of the issuances of the relevant Additional Pools to the open market value of the Newly Acquired Properties of the relevant Additional Pools shall not exceed the percentage to be agreed by the parties and provided that if such New Debts shall rank pari passu with the relevant pool(s) of the MTN Programme and the Existing Debts, where applicable, the REIT Trustee and the REIT Manager shall grant pari passu security over all assets (if any) securing the New Debt, in favour of the MTN holder(s).</p> <p><b>“New Debt”</b> means the New Finance or any new private debt securities that may be issued by the Issuer or any other special purpose vehicle of SunREIT.</p> <p><b>“New Finance”</b> means such permitted indebtedness incurred or to be incurred by the REIT Trustee or by any other special purpose vehicle set up by the REIT Trustee on behalf of SunREIT, in the form of bilateral and/or syndicated loan arising from the provision of financing by the New Financiers.</p> <p><b>“Newly Acquired Properties”</b> means such properties acquired or to be acquired from time to time (other than the Secured Properties) by the REIT Trustee whether by proceeds of any issues of the Unrated MTNs, the proceeds of any New Debt or proceeds from new listing of SunREIT units.</p> <p><b>“New Financiers”</b> means all party(ies) for the time being providing or making available directly or indirectly financing in the form of bilateral and/or syndicated loan to the REIT Trustee or to other special purpose vehicle set up by the REIT Trustee on behalf of SunREIT (other than from subscription or purchase</p>
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		<p>of Unrated MTNs and the commercial papers under the CP Programme).</p> <p>(i) The Issuer will not reduce its paid-up share capital;</p> <p>(j) The Issuer shall not make any loans to its directors, shareholder(s) or its related or associated companies except as permitted under this principal terms and conditions;</p> <p>(k) The Issuer shall not open any bank accounts except as consented to by the Security Agent;</p> <p>(l) The Issuer will not enter into a transaction, whether directly or indirectly with any interested persons (including a director, major shareholder or chief executive) unless:</p> <p style="padding-left: 40px;">(i) 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; and</p> <p style="padding-left: 40px;">(ii) with respect to transactions involving an aggregate payment or value equal to or greater than RM10 million, the Issuer obtains certification from an independent adviser that the transaction is carried out on fair and reasonable terms,</p> <p>Provided that:</p> <ol style="list-style-type: none"> <li>1. the Issuer certifies to the Trustee that the transaction complies with paragraph (i);</li> <li>2. the Issuer has received certification referred to in paragraph (ii) where applicable; and</li> <li>3. the transaction has been approved by the majority of the Issuer's board of directors or shareholders in a general meeting, as the case may be required.</li> </ol> <p>(m) The REIT Trustee shall not encumber, dispose, deal with in any manner or exercise any rights in respect of, its shares in the Issuer in any manner which may prejudice the rights of the MTN holder(s); and</p> <p>Such other undertakings by the Issuer, the REIT Trustee and the REIT Manager as may be advised by the Solicitors to be mutually agreed between the Lead Arranger and the Issuer.</p> <p><b><u>Financial Covenants</u></b></p> <p>Financial Covenants for a programme of this nature and in accordance to the Guidelines on Real Estate Investment Trust effective 21 August 2008 issued by the SC, as amended from time to time ("<b>REIT Guidelines</b>"), but to include:</p>
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		<p>(a) SunREIT will maintain an Interest Service Coverage Ratio (“<b>ISCR</b>”) of at least 1.5 times in respect of any Relevant Period (as defined herein);  The ISCR is the ratio of EBITDA of SunREIT to the Interest Expenses of all debts of SunREIT.</p> <p>“<b>EBITDA</b>” shall mean, profit before taxation, interest, depreciation and amortisation.</p> <p>“<b>Interest Expenses</b>” shall mean, in relation to the previous twelve (12) months’ period commencing from the date of calculation, the sum of interest expenses for all debts.</p> <p>The ISCR is to be calculated annually by the REIT Manager, based on the publicly announced annual financial statement of SunREIT, and shall be submitted to the Trustee within forty five (45) days of the end of each financial period.</p> <p>“<b>Relevant Period</b>” being each period of twelve (12) months ending on the last day of SunREIT’s financial year end.</p> <p>(b) The ratio of the Pool A Total Loan to the Pool A Security Value shall not exceed 50% at all times;</p> <p>“<b>Pool A Total Loans</b>” shall mean the aggregate principal amount/nominal value outstanding under the Pool A Issuances and all the Pool A Assets Pari Passu Debt.</p> <p>“<b>Pool A Security Value</b>” shall mean the open market value of the Existing Pool A Properties and the relevant Newly Acquired Properties, where applicable and any other immovable properties constituting security for the MTN Programme at the applicable time, based on the latest available valuation report prepared by an independent licensed valuer acceptable to the Security Agent.</p> <p>(c) The ratio of the Pool B Total Loan to the Pool B Security Value shall not exceed 50% at all times; and</p> <p>“<b>Pool B Total Loans</b>” shall mean the aggregate principal amount/nominal value outstanding under the Pool B Issuances.</p> <p>“<b>Pool B Security Value</b>” shall mean the open market value of the Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable and any other immovable properties constituting security for the MTN Programme at the applicable time, based on the latest available valuation report prepared by an independent licensed valuer acceptable to the Facility Agent.</p> <p>(d) For each Additional Pools, the ratio of the aggregate</p>
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		<p>principal amount/ nominal value of the issuances of the relevant Additional Pools to the open market value of the Newly Acquired Properties of the relevant Additional Pools (other than those included in Pool A or Pool B) shall not exceed a percentage to be agreed by the parties at all times.</p> <p><b><u>Special Covenants</u></b></p> <p>(a) If any of the Unrated MTNs are redeemed prior to their maturity date (whether pursuant to a right of early redemption or due to a declaration of an Event of Default or otherwise), the MTN holder(s) shall, as soon as reasonably practicable, provide a certificate/notice to the Facility Agent with reasonable details confirming the amount of its Break Costs (as defined herein) or Break Gains (as defined herein).</p> <p>(b) The Issuer shall on the day of such early redemption, pay to the MTN holders its Break Costs.</p> <p>(c) Provided no Event of Default has occurred, the Issuer may make the relevant redemption net of any Break Gains.</p> <p>(d) If an Event of Default has occurred, any Break Gains shall be paid by the MTN holder(s) to the Security Agent (net of any tax) to apply towards:</p> <p style="padding-left: 40px;">(i) any amounts due and payable by the Issuer or any security party due to occurrence of such Event of Default; or</p> <p style="padding-left: 40px;">(ii) if no such amount is payable, to the Issuer.</p> <p><b>“Break Costs”</b> means the amount of hedging loss (if any) to the MTN holder(s) caused by such early redemption of the Unrated MTNs.</p> <p><b>“Break Gains”</b> means the amount of hedging gain (if any) to the MTN holder(s) caused by such early redemption of the Unrated MTNs.</p>
(21)	Details of designated account(s), if applicable	<p>: The following accounts (collectively the <b>“Designated Accounts”</b>) shall be opened:</p> <p><b>(a) <u>Pool A Issuances Designated Accounts</u></b></p> <p>In relation to Pool A Assets and the security sharing arrangement between the Pool A Issuances and the Pool A Assets Pari Passu Debt, the following existing designated accounts under the CP Programme established by SunREIT Cap shall be utilised for Pool A Properties and the relevant Newly Acquired Properties, if any:</p> <p><b>(i) <u>Proceeds Account (Pool A)</u></b></p>

		<p>Proceeds Account (Pool A) being an account in the name of REIT Trustee opened with such licensed financial institution acceptable to the Security Agent with a minimum rating of A3/P1, into which all insurance proceeds received by the REIT Trustee in respect of the Existing Pool A Properties and the relevant Newly Acquired Properties, where applicable, are to be deposited. The Proceeds Account (Pool A) shall be operated solely by the REIT Trustee;</p> <p>The funds in this account cannot be withdrawn save for such withdrawals which are actually funded by identified insurance proceeds already credited into the Proceeds Account made to make good the damage or loss or disrepair to the Existing Pool A Properties and/or the relevant Newly Acquired Properties, where applicable or made as compensation due to loss of business income with respect to the Existing Pool A Properties and/or the relevant Newly Acquired Properties, where applicable (in respect of which such insurance proceeds were paid by insurance companies) Provided That:</p> <ul style="list-style-type: none"> <li>(i) such withdrawal must be accompanied by relevant supporting documents evidencing the amount payable to make good such damage or loss or disrepair furnished by the REIT Trustee;</li> <li>(ii) no event of default has occurred under the Pool A Issuances and the Pool A Asset Pari Passu Debt and is subsisting at the time such withdrawal is made or would, following such withdrawal, occur; and</li> <li>(iii) the amount of such withdrawal (or when aggregated with previous permitted withdrawals made for the same purpose) would not exceed ten per centum (10%) of the then prevailing market value of the relevant Existing Pool A Properties and/or the relevant Newly Acquired Properties, where applicable (in respect of which such withdrawal relates).</li> </ul> <p>Without prejudice to this paragraph, the REIT Trustee may subject to the prior written consent of the Security Agent for Existing Pool A Properties and the relevant Newly Acquired Properties, where applicable (which consent shall not be unreasonably withheld) withdraw monies from the Proceeds Account (Pool A) which are actually funded by the identified insurance proceeds claims made under the insurances relating to the Existing Pool A Properties and/or the relevant Newly Acquired Properties, where applicable that have already been credited into the Proceeds Account (Pool A) and which are in excess of ten percent (10%) of the then prevailing market value of the relevant</p>
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		<p>Existing Pool A Properties and/or the relevant Newly Acquired Properties, where applicable (in respect of which such withdrawal relates) (hereinafter referred to as the <b>"Increased Permitted Withdrawals"</b>) to make good the damage or loss or disrepair to the relevant Existing Pool A Properties and/or the relevant Newly Acquired Properties, where applicable PROVIDED THAT:</p> <p>(a) The REIT Trustee furnishes the Security Agent with relevant supporting documents (including but not limited to a certified true copy of the relevant insurance claims and/or invoices acceptable to the Security Agent and the Facility Agent certifying the cost and/or expense incurred or to be incurred in respect of the repair made or to be made on the relevant Existing Pool A Properties and/or the relevant Newly Acquired Properties, if any);</p> <p>(b) such Increased Permitted Withdrawals would not result in an event having a Material Adverse Effect to occur.</p> <p><b>"Material Adverse Effect"</b> means a material adverse effect on (i) the business, operations, property, condition (financial or otherwise) or prospects of SunREIT, the REIT Trustee, the Issuer or on the earnings and/or cashflow of the Existing Pool A Properties and/or the relevant Newly Acquired Properties, where applicable taken as a whole; (ii) the ability of the REIT Trustee or the Issuer to perform its obligations under the applicable transaction documents; or (iii) the legality, validity or enforceability of the applicable transaction documents or the rights or remedies of the MTN holder(s) or financiers or holders of the private debt securities under any Pool A Assets Pari Passu Debt under the applicable transaction documents.</p> <p><b>(ii) <u>Master Collection Account (Pool A)</u></b></p> <p>Master Collection Account (Pool A) being an account opened in the name of the REIT Trustee with such licensed financial institution acceptable to the Security Agent with a minimum rating of A3/P1 into which all amounts standing to the credit of each of the Individual Collection Accounts (Pool A) are to be deposited by the REIT Trustee. The Master Collection Account (Pool A) shall be operated solely by the REIT Trustee.</p> <p>The funds in this account will be applied to meet the following permitted expenditure in the following order of priority if no event of default has occurred under the Pool A Issuances or Pool A Assets Pari Passu Debt:</p>
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		<p>(a) such amount necessary:</p> <p>(i) for transfers to the Operation Account (Pool A) to fund the operating expenditure (including tax and other statutory obligations) in respect of the Existing Pool A Properties and the relevant Newly Acquired Properties, where applicable based on the annual budget approved by the Facility Agent and the applicable facility agents/lenders/trustee in respect of the Pool A Assets Pari Passu Debt, and such withdrawal is to be credited into the Operation Accounts (Pool A); and</p> <p>(ii) for the payment of all other fees, charges, expenses and outgoings which are permitted to be incurred by the REIT Trustee by the provisions of the REIT Deed not accounted for in the annual budget as referred to under paragraph (i) above (which for the avoidance of doubt includes payment of principal and interest under the Pool A Issuances and the Pool A Asset Pari Passu Debt):</p> <ol style="list-style-type: none"> <li>1. to the extent that the payment of such fees, costs, charges, expenses and outgoings is incidental to the carrying of business of SunREIT; and</li> <li>2. to fund Permitted Investments (as defined in Section 2.1(30) below), so long as: <ol style="list-style-type: none"> <li>(I) following the making of any withdrawal under this paragraph (ii) there are sufficient funds standing to the credit of the Master Collection Account (Pool A) to meet the obligations to service such interest/principal that is due and payable under the Pool A Issuances and the Pool A Assets Pari Passu Debt on the immediately following payment date;</li> <li>(II) any withdrawal of such amount made by the</li> </ol> </li> </ol>
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		<p>REIT Trustee for the purposes set out in this paragraph (ii) shall be immediately notified by the REIT Trustee to the Security Agent; and</p> <p>(III) payment of any such fees, costs, charges, expenses and outgoings is incidental to the carrying of business of SunREIT not accounted for in the annual budget which is more than 10% of the budgeted amount shall only be made with prior approval from the Facility Agent and the applicable facility agents/lenders/trustees in respect of the Pool A Assets Pari Passu Debt;</p> <p>3. on a pari passu basis fees and expenses under the Pool A Issuances and the Pool A Assets Pari Passu Debt;</p> <p>4. dividend payment to the SunREIT unitholders to the extent permitted by the transaction documents for the Pool A Issuances and the Pool A Assets Pari Passu Debt;</p> <p>5. the balance (if any) thereafter can be utilised by the REIT Trustee at its option to pay for deposit or tender deposit for any future acquisition of real estate and single purpose company,</p> <p>Provided Always that any withdrawal of such amount made by the REIT Trustee for the purposes set out in this paragraph shall be permitted by the Security Agent for so long as such withdrawal is accompanied by relevant supporting documents (in form and substance satisfactory to the Security Agent).</p> <p><b>(iii) <u>Individual Collection Accounts (Pool A)</u></b></p> <p>Individual Collection Accounts (Pool A) being the accounts opened in the name of the REIT Trustee with any licensed financial institution acceptable to the Security Agent with a minimum rating of A3/P1, into which all revenue proceeds from the Existing Pool A Properties and the relevant Newly Acquired Properties, where</p>
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		<p>applicable which shall include but not limited to security deposits to satisfy tenant's obligations, rental and rental deposits received by the REIT Trustee from the renting of the Existing Pool A Properties and the relevant Newly Acquired Properties, where applicable and all such other miscellaneous income are to be deposited. The Individual Collection Accounts (Pool A) shall be operated solely by the REIT Trustee.</p> <p>The REIT Trustee shall be permitted from time to time to utilise the funds held in the Individual Collection Accounts (Pool A) to make Permitted Investments provided no event of default has occurred under the Pool A Issuances or the Pool A Assets Pari Passu Debt.</p> <p>The REIT Trustee shall do such acts and things which is necessary (including but not limited to the execution and delivery of a standing instruction or any such documents in connection therewith (in such form satisfactory to the Security Agent)) to the account bank to remit all amounts standing to the credit of each of the Individual Collection Accounts (Pool A) to facilitate the withdrawal of such amount from each of the Individual Collection Accounts (Pool A) to be credited into the Master Collection Account (Pool A) at least on a weekly basis.</p> <p>The funds in the Individual Collection Account (Pool A) cannot be withdrawn save and except where the withdrawal of such amount if necessary to be credited into the Master Collection Account (Pool A).</p> <p><b>(iv) <u>Operation Accounts (Pool A)</u></b></p> <p>Operation Accounts (Pool A) being the accounts opened in the name of the REIT Manager with such licensed financial institutions acceptable to the Security Agent with a minimum rating of A3/P1 for the purpose of managing the operating expenditure (including tax and other statutory obligations) of the Existing Pool A Properties and the relevant Newly Acquired Properties, where applicable. The Operation Accounts (Pool A) shall be operated solely by the REIT Manager.</p> <p>Monies will be credited into this account on a monthly basis from the Master Collection Account (Pool A) in accordance with the operating expenditure budget prepared by the REIT Manager. The funds in the Operation Accounts (Pool A) cannot be withdrawn save for the following purposes in the order of priority as herein set out:</p> <p>(a) to meet administrative expenses under the</p>
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		<p>Pool A Issuances and Pool A Assets Pari Passu Debt;</p> <p>(b) to meet the projected operating expenditure of the Existing Pool A Properties and the relevant Newly Acquired Properties, where applicable;</p> <p>(c) any excess thereafter shall be credited back into the Master Collection Account (Pool A).</p> <p>Funds held in the Operation Accounts (Pool A) may be utilised for investments in Permitted Investments, provided always that such Permitted Investments shall mature and the proceeds be remitted into the Operation Accounts (Pool A) no later than five (5) business days before any payment obligations become due and payable.</p> <p>In addition, proceeds from issuance of Pool A Issuances may be credited into the applicable Operation Accounts (Pool A) identified prior to the relevant issuance of Pool A Issuances, and such proceeds may be withdrawn for the purposes described in Section 2.1(33)(t) below.</p> <p><b>(b) <u>Pool B Issuances Designated Accounts</u></b></p> <p><b>(i) <u>Proceeds Account (Pool B)</u></b></p> <p>The Proceeds Account (Pool B) being an account in the name of REIT Trustee opened with such licensed financial institution acceptable to the Security Agent for Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable, into which all insurance proceeds received by the REIT Trustee in respect of the properties under the Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable are to be deposited. The Proceeds Account (Pool B) shall be operated solely by the REIT Trustee.</p> <p>The funds in the Proceeds Account (Pool B) cannot be withdrawn save for withdrawals which are actually funded by identified insurance proceeds already credited into the Proceeds Account made to make good the damage or loss or disrepair to the Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable, or made as compensation due to loss of business income with respect to the Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable (in respect of which such insurance proceeds were paid by insurance companies),</p> <p>Provided that:</p>
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		<p>(a) such withdrawal must be accompanied by relevant supporting documents evidencing the amount payable or to be payable to make good such damage or loss or disrepair furnished by the REIT Trustee or in the event of early redemption of the Pool B Issuances, by relevant supporting documents on the nominal value of the Pool B Issuances to be redeemed to be furnished by the Facility Agent;</p> <p>(b) no event of default has occurred under the Pool B Issuances and is subsisting at the time of such withdrawal is made or would, following such withdrawal, occur; and</p> <p>(c) the amount of such withdrawal (or when aggregated with previous permitted withdrawals made of the same purpose) would not exceed ten per centum (10%) of the then prevailing market value of the relevant Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable (in respect of which such withdrawal relates) other than in the event that such withdrawal is for the redemption of the Pool B Issuances.</p> <p>Without prejudice to this paragraph, the REIT Trustee may subject to the prior written consent of the Security Agent for the Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable (which consent shall not be unreasonably withheld) withdraw monies from the Proceeds Account (Pool B) which are actually funded by the identified insurances relating to the relevant properties under the Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable, that have already been credited into the Proceeds Account (Pool B) and which are in excess of ten per centum (10%) of the then prevailing market value of the Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable (in respect of which such withdrawal relates) (“<b>Increased Permitted Withdrawals</b>”) to make good the damage or loss or disrepair to the relevant Existing Pool B Properties and the relevant Newly Acquired Properties, if any PROVIDED THAT:</p> <p>(a) the REIT Trustee furnishes the Security Agent with relevant supporting documents (including but not limited to a certified true copy of the relevant insurance claims and/or invoices acceptable to the Security Agent and the Facility Agent certifying the cost and/or expenses incurred or to be incurred in respect of the repair made or to be made on the relevant properties under Existing Pool B Properties and the relevant</p>
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		<p>Newly Acquired Properties, where applicable;</p> <p>(b) such Increased Permitted Withdrawals would not result in an event having a Material Adverse Effect (as defined under Section 2.1(24) below) to occur.</p> <p><b>(ii) <u>Master Collection Account (Pool B)</u></b></p> <p>The Master Collection Account (Pool B) is an account solely operated by the REIT Trustee into which all amounts standing on credit of each of the Individual Collection Accounts (Pool B) and proceeds from the sale, transfer or disposal of Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable (if any) are to be deposited by the REIT Trustee.</p> <p>Save for the proceeds from the sale, transfer or disposal of Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable, which shall be utilised for the early redemption of the Pool B Issuances in the event the Issuer elects to exercise its right of early redemption of the outstanding Pool B Issuances, the funds in the Master Collection Account (Pool B) shall be applied to meet the following permitted expenditure in the following order of priority if no Event of Default has occurred under the Pool B Issuances:</p> <p>(a) such amount necessary:</p> <p>(i) for transfers of the Operation Account (Pool B) (as defined herein) to fund the operating expenditure (including tax and other statutory obligations) in respect of the Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable based on the annual budget of the Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable approved by the Facility Agent in respect of the Pool B Issuances and such withdrawal is to be credited into the Operation Account (Pool B); and</p> <p>(ii) for the payment of all other fees, charges, expenses and outgoings which are permitted to be incurred by the REIT Trustee by the provisions of the REIT Deed not accounted for in the annual budget as referred to under paragraph (i) above (which for the avoidance of doubt, includes payment of principal</p>
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			<p>and interest under the Pool B Issuances):</p> <ol style="list-style-type: none"> <li>1. to the extent that the payment of such fees, costs, charges, expenses and outgoings is incidental to the carrying of business of SunREIT; and</li> <li>2. to fund Permitted Investments, so long as: <ol style="list-style-type: none"> <li>(I) following the make of any withdrawal under this paragraph (ii) there are sufficient funds standing to the credit of the Master Collection Account (Pool B) to meet the obligations to service such interest / principal that is due and payable under the Pool B Issuances immediately following the payment date;</li> <li>(II) any withdrawal of such amount made by the REIT Trustee for the purposes set out in this paragraph (ii) shall be immediately notified by the REIT Trustee to the Security Agent; and</li> <li>(III) payment of any such fees, costs, charges, expenses and outgoings that are incidental to the carrying of business of SunREIT not accounted for in the annual budget which is more than 10% of the budgeted amount shall only be made with prior approval from Facility Agent for the MTN Programme;</li> </ol> </li> <li>3. fees and expenses under the Pool B Issuances;</li> <li>4. dividend payment to SunREIT unitholders to the extent permitted by the Transaction Documents for the MTN Programme and the Pool A Assets Pari Passu Debt;</li> </ol>
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		<p>5. the balance (if any) thereafter can be utilised by the REIT Trustee at its option to pay for deposit and tender deposit for any future acquisition of real estate and single purpose company,</p> <p>Provided Always that any withdrawal of such amount made by the REIT Trustee for the purposes set out above under the Master Collection Account (Pool B) shall be permitted by the Security Agent for so long as such withdrawal is accompanied by relevant supporting documents (in form and substance satisfactory to the Security Agent).</p> <p>In the event funds standing on credit under the Master Collection Account (Pool B) are insufficient to meet the obligations to service such interest / principal that is due and payable under the Pool B Issuances, SunREIT through the REIT Trustee shall undertake to pledge additional monies within a period of seven (7) days after becoming aware or having being notified by the Facility Agent, into the Master Collection Account (Pool B) to make good the payment obligations payable under the Pool B Issuances.</p> <p><b>(iii) <u>Individual Collection Accounts (Pool B)</u></b></p> <p>The Individual Collection Accounts (Pool B) are accounts solely operated by the REIT Trustee for the purpose of depositing all revenue proceeds from the Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable which shall include but not limited to security deposits to satisfy tenant's obligations, rental and rental deposits received by the REIT Trustee from the renting of the Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable all such other miscellaneous income are to be deposited.</p> <p>The REIT Trustee shall be permitted from time to time to utilise the funds held in the Individual Collection Accounts (Pool B) to make Permitted Investments provided no event of default has occurred under the Pool B Issuances.</p> <p>The REIT Trustee shall do such acts and things which is necessary (including by not limited to the execution and delivery of a standing instruction or any such documents in connection therewith (in such form satisfactory to the Security Agent)) to the account bank to remit all amounts standing to the credit of each of the Individual Collections Accounts (Pool B) to facilitate the withdrawal of such amount from each of the Individual Collection Account (Pool B) to be credited into the Master Collection</p>
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		<p>Account (Pool B) at least on a weekly basis.</p> <p>The funds in the Individual Collection Accounts (Pool B) cannot be withdrawn save and except where the withdrawal of such amount if necessary to be credited into the Master Collection Account (Pool B).</p> <p><b>(iv) <u>Operation Accounts (Pool B)</u></b></p> <p>The Operation Accounts (Pool B) is an account solely operated by the REIT Manager for the purpose of managing the operating expenditure (including tax and other statutory obligations) of the Pool B Properties and the relevant Newly Acquired Properties, where applicable.</p> <p>Monies will be credited into this account on a monthly basis from the Master Collection Account (Pool B) in accordance with the operating expenditure budget prepared by the REIT Manager. The funds in the Operation Accounts (Pool B) cannot be withdrawn save for the following purposes in the order of priority as herein set out:</p> <ul style="list-style-type: none"> <li>(a) to meet administrative expenses under the Pool B Issuances;</li> <li>(b) to meet the projected operating expenditure of the Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable; and</li> <li>(c) any excess thereafter shall be credited back into the Master Collection Account (Pool B).</li> </ul> <p>Funds held in the Operation Accounts (Pool B) may be utilised for investments in Permitted Investments, provided always that such Permitted Investments shall mature and the proceeds be remitted into the Operation Accounts (Pool B) no later than five (5) business days before any payment obligations become due and payable.</p> <p>In addition, proceeds from issuance of Pool B Issuances may be credited into the applicable Operation Accounts (Pool B) identified prior to the relevant issuance of Pool B Issuances, and such proceeds may be withdrawn for the purposes described in Section 2.1(33)(t) below.</p> <p>The diagram illustrating the flow of monies in relation to Pool A Issuances Designated Accounts and Pool B Issuances Designated Accounts is attached as Appendix 1.</p>
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			<p><b><u>(c) Designated Account(s) for each issuance of the Additional Pools</u></b></p> <p>Such accounts to be opened for purposes for the asset(s) of each issuance of the Additional Pools as may be agreed by the parties.</p>
(22)	<b>Name of credit rating agency and credit rating</b>	:	Not rated.
(23)	<b>Conditions precedent</b>	:	<p>Conditions precedent applicable for the first issuance under the Original Issue/Programme Size of the MTN Programme:</p> <p>(i) Receipt of valuation report(s) on the Secured Properties indicating the current market value, in form and substance acceptable to the Lead Arranger and by valuers acceptable to the Original Placee/Subscriber;</p> <p>Note: DBS Bank Ltd (Company No. 196800306E) was the sole placee for Issue 1 Tranche 1, Issue 1 Tranche 2, Issue 2 and Issue 3, all described in Section 2.1(6) above (“<b>Original Place/Subscriber</b>”).</p> <p>(ii) Receipt of the following by the Solicitors, in respect of each of the Issuer, the REIT Trustee and the REIT Manager:</p> <p>(a) certified true copies of the Certificate of Incorporation and the Memorandum and Articles of Association;</p> <p>(b) certified true copies of the latest Form 24 and 49;</p> <p>(c) a list of the authorised signatories and their respective specimen signatures;</p> <p>(d) a satisfactory company search report;</p> <p>(e) a satisfactory winding up search report; and</p> <p>(iii) Board resolution from the Issuer authorising the issuance of the Unrated MTNs and for the Issuer to enter into and execute the Transaction Documents, to which it is a party in relation to the MTN Programme;</p> <p>(iv) Relevant consents and approvals and resolutions empowering the REIT Trustee has been obtained and remain valid (i) to provide security under the MTN Programme, (ii) to enter into and execute the Transaction Documents in relation to the MTN Programme to which it is a party and (iii) to do all that is necessary for Issuer to undertake the MTN Programme and issuance of the Unrated MTNs thereunder;</p> <p>(v) All approvals and waiver required in relation to the implementation of the MTN Programme and its terms and conditions, not limited to that from the SC shall have been obtained and remain valid;</p>

		<ul style="list-style-type: none"> <li>(vi) Execution of Transaction Documents (including but not limited to the security agency and sharing agreement and the accession letter annexed thereto) by the parties thereto and endorsed as exempted from stamp duty;</li> <li>(vii) Confirmation that each of the Designated Accounts have been established in accordance with the provisions of the Transaction Documents;</li> <li>(viii) Consent from the state authority(ies) for the legal charge of the Secured Properties shall have been obtained (where required);</li> <li>(ix) Confirmation that all fees and expenses imposed by the state authority related in perfecting the legal charge for the Secured Properties shall have been paid;</li> <li>(x) The charges over the Secured Properties have been presented for registration at the relevant land office;</li> <li>(xi) Legal opinion from the Solicitors confirming that (i) the Transaction Documents are legal, valid and binding; and (ii) all conditions precedent to the MTN Programme have been duly complied with by the Issuer;</li> <li>(xii) No Event of Default has occurred and continues to subsist;</li> <li>(xiii) In the case where proceeds of the Unrated MTNs are to be used to repay borrowings, proof that such proceeds will be so utilised; and</li> <li>(xiv) Such other Conditions Precedent as may be stipulated by the Lead Arranger and/or the Solicitor.</li> </ul> <p><u>Conditions precedent for subsequent issuances under the MTN Programme of up to RM10 billion:</u></p> <ul style="list-style-type: none"> <li>(i) Receipt of valuation report(s) on the Newly Acquired Properties indicating the current market value, in form and substance acceptable to the Lead Arranger and by valuers acceptable to the Facility Agent and/or Trustee, if applicable;</li> <li>(ii) Consent from the state authority(ies) for the legal charge of the Newly Acquired Properties shall have been obtained (where required);</li> <li>(iii) Confirmation that all fees and expenses imposed by the state authority related in perfecting the legal charge for the Newly Acquired Properties shall have been paid, if applicable;</li> <li>(iv) The charges over the Newly Acquired Properties have been presented for registration at the relevant land office, if applicable;</li> </ul>
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<b>(24)</b>	<b>Representations and warranties</b>	<p>: Representations and warranties for a programme of this nature as advised by the Solicitors, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>(i) The Issuer is a company duly established and existing under Malaysian law and has the power and authority to enter into the business in which it is engaged;</li> <li>(ii) The Issuer has the power to enter into, exercise its rights under and perform its obligations under the Transaction Documents to which it is a party;</li> <li>(iii) All necessary actions, authorisations and consents required for its performance under the Transaction Documents by the Issuer have been taken, fulfilled and obtained and remain in full force and effect;</li> <li>(iv) The Issuer's entry into, exercise of its rights under and performance of the Transaction Documents do not and will not violate any existing law or any agreements to which it is a party;</li> <li>(v) The Issuer's audited financial statements will be and are prepared (if any) in accordance with approved accounting principles and standards in Malaysia and fairly represented its financial position;</li> <li>(vi) No event that would constitute a contravention of or default under the Transaction Documents has occurred;</li> <li>(vii) No litigation or arbitration is current or, to the best of the Issuer's knowledge, information and belief, is threatened, which if adversely determined would have a Material Adverse Effect (as defined herein); and</li> <li>(viii) Any other representations and warranties including representations and warranties by the REIT Trustee and REIT Manager, as advised by the Solicitors.</li> </ul> <p><b>"Material Adverse Effect"</b> means, in relation to any event, the occurrence of which would materially and adversely affect (i) the ability of the REIT Trustee or the Issuer to perform any of its obligations under the MTN Programme and/or any of the Transaction Documents to which they are a party and/or (ii) the financial position and/or the business of SunREIT, the REIT Trustee or the Issuer.</p>
<b>(25)</b>	<b>Events of default or</b>	<p>: Event of Default for a programme of this nature as advised</p>

	<p><b>enforcement events, where applicable, including recourse available to investors</b></p>	<p>by the Solicitors, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>(i) The Issuer fails to pay any sum due and payable under the Transaction Documents and/or any of the Unrated MTNs or upon written demand by the Trustee in accordance with the Transaction Documents;</li> <li>(ii) Any representation or warranty made or implied under any provision of the Transaction Documents or any information, notice, opinion or certificate or other document delivered pursuant to the terms of the Transaction Documents proves to have been incorrect or misleading by the Facility Agent and/or Trustee (where applicable) as of the date of which made or deemed made and which would have a Material Adverse Effect;</li> <li>(iii) Any consent referred to in the Transaction Documents is revoked or withheld or modified or is otherwise not granted or fails to remain in full force and effect, to the extent that such shall have a Material Adverse Effect;</li> <li>(iv) The Issuer enters into or proposes to enter into, or there is declared by any competent court or authority, a moratorium on the payment of indebtedness or other suspensions of payments generally (other than for the purposes of and followed by a reconstruction previously approved in writing by the Trustee, unless during or following such reconstruction it becomes or is declared to be insolvent);</li> <li>(v) Any provision of the Transaction Documents is or becomes (or is bona fide claimed by the Issuer or any other person to be or to have become) unenforceable for any reason whatsoever;</li> <li>(vi) Any step or action is taken for the winding up, dissolution or liquidation of the Issuer, the REIT Manager or the REIT Trustee (including, without limitation, the presentation of a petition for the winding up against the Issuer, the REIT Manager or the REIT Trustee or the making of any order or the passing of any resolution for the winding up, dissolution or liquidation of the Issuer, the REIT Manager or the REIT Trustee unless it is contested in good faith within 30 days and dismissed, struck off, discharged, stayed, suspended, withdrawn or set aside within 90 days (or such longer period as may be agreed by the Trustee) from the date of service of such winding-up petition or if a winding-up order has been made against it). For avoidance of doubt, the grace period of 90 days is only relevant in the event the action or dissolution has not been conclusively determined or adjudged by the courts to be final;</li> <li>(vii) A distress, execution, attachment or other legal process is levied, enforced or sued out against any of the assets of the Issuer or the material assets of the REIT Trustee or the REIT Manager or any part thereof, unless it is contested in good faith within 30</li> </ul>
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		<p>days and dismissed, struck off, withdrawn, suspended, set aside discharged or stayed within 90 days (or such longer period as may be agreed by the Trustee);</p> <p>(viii) A receiver, manager, liquidator, trustee, administrator, bailiff or similar officer (other than any officer appointed by BNM) is appointed in respect of the Issuer, the REIT Manager or the REIT Trustee or in respect of all or any part of the respective assets, properties or undertaking of the Issuer, the REIT Manager or the REIT Trustee (other than those contemplated or permitted under the Transaction Documents) which may for the time being affect the whole or a substantial part of the assets becomes enforceable, unless it is contested in good faith within 30 days and dismissed, struck off, discharged, stayed, withdrawn or set aside within 90 days (or such longer period as may be agreed by the Trustee) from the date of such taking of possession or appointment or of service of notice of execution or enforcement;</p> <p>(ix) The Issuer ceases or threatens to ceases to carry on all or substantial part of its business;</p> <p>(x) The Issuer, the REIT Manager or the REIT Trustee becomes insolvent or commits an act of insolvency or is unable to pay its debts as they fall due or any judgement or judgements is or are obtained against the Issuer;</p> <p>(xi) The Issuer, the REIT Manager or the REIT Trustee repudiates any of the Transaction Documents or the Issuer, the REIT Manager or the REIT Trustee does or causes to be done any act or thing evidencing an intention to repudiate any of the Transaction Documents;</p> <p>(xii) The Issuer, the REIT Manager or the REIT Trustee stops, suspends or threatens to stop or suspend payment of all or any part of its debts, begins negotiations or takes any proceeding or other step with a view of readjustment, rescheduling or deferral of all of its indebtedness (or of any part of its indebtedness which it will or might otherwise be unable to pay when due) or proposes or makes a general assignment or any arrangement or composition with or for the benefit of its creditors (other than for the purposes of and followed by a reconstruction previously approved in writing by the Trustee, unless during or following such reconstruction it becomes or is declared to be insolvent) or where a scheme of arrangement under Section 366 of the Companies Act 2016 has been initiated by or against it by their respective creditors;</p> <p>(xiii) An event of total loss occurs on any of the Secured Properties which in the reasonable opinion of the Trustee would have a Material Adverse Effect;</p>
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		<p>(xiv) Any of the assets, undertakings, rights or revenue of the Issuer are seized, nationalised, expropriated or compulsorily acquired by or under the authority of any governmental body which in the reasonable opinion of the Trustee has a Material Adverse Effect;</p> <p>(xv) Any indebtedness of SunREIT, the Issuer, and/or any subsidiaries and/or any orphan or special purpose vehicle set up for the benefit of SunREIT, is not paid when due or is declared to be or becomes due (unless, prior to any declaration of default by the holders of the Unrated MTNs (“<b>MTN holder(s)</b>”) hereunder, the due date of such indebtedness has been contractually extended or deferred by the creditors thereof) and payable prior to its stated maturity or any guarantee or similar obligation of SunREIT, the Issuer and/or any subsidiaries and/or any orphan or special purpose vehicle set up for the benefit of SunREIT are not discharged at maturity or when called or where the security created for such indebtedness becomes immediately enforceable;</p> <p>(xvi) The Issuer defaults on any other provision of the Transaction Documents (other than any covenant to pay) which is not capable of remedy or which, being capable of remedy, is not remedied within 30 days after the Issuer became aware of or having been notified in writing by the Trustee of the event or situation or such other longer remedy period as may be allowed under the Transaction Documents for the relevant event or situation as may be agreed between the Trustee and the Issuer;</p> <p>(xvii) Where there is a revocation, withholding or modifications of any license, authorization or approvals that impairs or prejudices the Issuer’s ability to comply with the terms and conditions of the MTN Programme or any of the Transaction Documents; and</p> <p>(xviii) Such other event as may be advised by the Solicitors and to be mutually agreed between the Lead Arranger and the Issuer.</p> <p>Upon the declaration of an Event of Default, the relevant Unrated MTNs shall be immediately due and payable, the Security Agent shall act upon the instruction of the Trustee to enforce the rights accruing to it under the Transaction Documents provided that in the case of the Pool A Issuances, enforcement of security over the Pool A Assets shall be subject to the Security Agency and Sharing Agreement and each pool issuance shall be entitled to enforce its own pool security.</p>
(26)	<b>Governing laws</b>	: Laws of Malaysia
(27)	<b>Provisions on buy-back, if applicable</b>	: The Issuer or any of its related persons may at any time purchase the Unrated MTNs at any price in the open market or by private treaty, but these repurchased Unrated MTNs shall, if purchased by the Issuer or by its subsidiaries or by agent(s) of the Issuer who is acting for the purchase, be



			cancelled and cannot be resold or, if purchased by the Issuer's related persons that are not its subsidiaries, the Unrated MTNs need not be cancelled but they will not entitle such related persons to vote at any meeting of the holders.
<b>(28)</b>	<b>Provisions on early redemption, if applicable</b>	:	<p><u>Issue 1, Tranche 1</u></p> <p>There is no right of early redemption for Issue 1, Tranche 1.</p> <p><u>Other issuances (other than Issue 1 Tranche 1)</u></p> <p>Other issuances of Unrated MTNs may be redeemed early upon such terms and conditions to be agreed between the Issuer and the MTN holder(s).</p>
<b>(29)</b>	<b>Voting</b>	:	Voting by MTNholder(s) shall be carried out on a "per series" basis and not on a collective basis.
<b>(30)</b>	<b>Permitted investments, if applicable</b>	:	<p>Permitted Investments shall mean:</p> <ul style="list-style-type: none"> <li>(a) Securities guaranteed by the Government of Malaysia;</li> <li>(b) Fixed income securities issued in Malaysia with the approval of the Government of Malaysia by any authority established under federal or state law;</li> <li>(c) Investment in money market instruments where there is the flexibility of early withdrawal without incurring any penalty such as bankers' acceptance or promissory notes or certificates of deposit issued by any bank licensed pursuant to the Financial Services Act 2013 and/or the Islamic Financial Services Act 2013 and having a minimum long term rating of A1 and short term rating of P1 or its equivalent;</li> <li>(d) Deposits with any bank licensed pursuant to the Financial Services Act 2013 and/or the Islamic Financial Services Act 2013 and having a minimum long term rating of A1 and short term rating of P1 or its equivalent; and</li> <li>(e) Other debt or capital market instruments of private entities having a long term rating of at least AAA and short term rating of P1 as determined by RAM Rating Services Berhad or its equivalent by Malaysian Rating Corporation Berhad,</li> </ul> <p>Provided That the Permitted Investments shall mature no later than five (5) business days before any payment obligations are due and payable under the MTN Programme or any Pool A Assets Pari Passu Debt and that such investments comply with the REIT Guidelines.</p>
<b>(31)</b>	<b>Ta'widh (for sukuk)</b>	:	Not applicable
<b>(32)</b>	<b>lbira (for sukuk)</b>	:	Not applicable

(33)	Kafalah (for sukuk)	:	Not applicable
(34)	Other terms and conditions		
(a)	Issue Price (RM)	:	<p>The Unrated MTNs shall be issued at a discount or at par to the nominal value.</p> <p>The issue price of the Unrated MTNs shall be calculated in accordance with the Operational Procedures for Securities Services issued by Payments Network Malaysia Sdn Bhd (formerly known as Malaysian Electronic Clearing Corporation Sdn Bhd) ("<b>PayNet</b>"), as amended or substituted from time to time ("<b>PayNet Procedures</b>").</p> <p>The issue price of the relevant Unrated MTNs shall be determined prior to each issuance.</p>
(b)	Yield to Maturity ("YTM") (%)	:	To be determined prior to or at the time of issuance of the relevant Unrated MTNs.
(c)	Form and Denomination	:	<p><b><u>Form</u></b></p> <p>Each tranche of the Unrated MTNs shall be represented by a Global Certificate to be deposited with BNM and shall be in bearer form. No physical delivery of the Unrated MTNs is permitted.</p> <p>Issuance of the Unrated MTNs shall be in accordance with (a) the Participation and Operation Rules for Payments and Securities Services issued by PayNet ("<b>PayNet Rules</b>") and (b) PayNet Procedures, or their replacement thereof (collectively the "<b>PayNet Rules and Procedures</b>") applicable from time to time.</p> <p><b><u>Denomination</u></b></p> <p>The Unrated MTNs shall be denominated in RM100,000 if issued in accordance of PayNet Rules or such other denominations as shall be agreed upon between the Lead Arranger and the Issuer for private placement.</p>
(d)	Minimum Level of Subscription (RM or %)	:	100% of the size of each issuance.
(e)	Redemption	:	Unless previously redeemed or purchased and cancelled, the Unrated MTNs shall be redeemed by the Issuer at par or at its respective nominal value falling on the expiry of the relevant tenure of the Unrated MTNs.
(f)	Transaction Documents	:	<p>The standard documentation for a programme of this nature, would include, inter alia:</p> <p>(a) the Programme Agreement;</p> <p>(b) the Subscription Agreement;</p> <p>(c) the Security Agency and Sharing Agreement;</p>

		<p>(d) the Trust Deed; and</p> <p>(e) such other documents as may be mutually agreed by the parties.</p> <p>In respect of Pool B Issuances:</p> <p>(a) the Assignment of Proceeds (Pool B);</p> <p>(b) the REIT Manager Charge over Operation Accounts (Pool B);</p> <p>(c) the REIT Trustee Charge over REIT Trustee Designated Accounts (Pool B);</p> <p>(d) the REIT Manager Undertaking (Pool B); and</p> <p>(e) the Land Charges (Pool B).</p> <p>In respect of Pool A Issuances:</p> <p>(a) the Assignment of Proceeds dated 3 April 2012 between RHB Trustees Berhad (as Trustee for SunREIT) and PIVB (as security agent);</p> <p>(b) the REIT Manager Charge over Operations Accounts dated 3 April 2012 between Sunway REIT Management Sdn Bhd (as manager for SunREIT) and PIVB (as security agent);</p> <p>(c) the REIT Trustee Charge over REIT Trustee Designated Accounts dated 3 April 2012 between RHB Trustees Berhad (as trustee for SunREIT) and PIVB (as security agent);</p> <p>(d) the REIT Manager Undertaking (Pool A); and</p> <p>(e) the Land Charges (Pool A)</p> <p>In respect of Additional Pools issuances:</p> <p>(a) the Land Charges for the relevant issuance of the Additional Pools;</p> <p>(b) the charge over the relevant designated accounts; and</p> <p>(c) such other security documents as may be agreed by the parties.</p>
<b>(g)</b>	<b>Status</b>	: The Unrated MTNs shall constitute direct, secured, unconditional debt obligations of the Issuer ranking pari passu in all respects without discrimination, preference or priority among themselves and shall rank at least pari passu with all other present and future unsecured and unsubordinated obligations of the Issuer, subject to those preferred by law and the Transaction Documents.
<b>(h)</b>	<b>Availability</b>	: Upon the completion of documentation and, unless waived by the Lead Arranger, compliance of all conditions

			precedent and other applicable conditions to the satisfaction of the Lead Arranger.
<b>(i)</b>	<b>Adverse Market</b>	:	<p>From the date of provision of a formal offer until the first issue date of the Unrated MTNs, if there has been a change in national or international financial, political or economic conditions or currency exchange rates or exchange controls which would render the issue as contemplated in the Transaction Documents temporarily or permanently commercially impracticable or impossible and that such event materially and adversely affect the Issuer's ability to perform its payment obligations under the Transaction Documents, then the Lead Arranger acting on the instruction of the MTN holder(s), shall notify the Issuer and:</p> <p>(a) whilst such circumstances exist, no issuance may be effected;</p> <p>(b) that Lead Arranger/Facility Agent (acting on the instruction of the MTN holder(s)) and the Issuer shall negotiate in good faith for an alternative basis mutually acceptable to the parties; and</p> <p>unless within thirty (30) days after the giving of such notice or such extended period as the parties may mutually agree in writing, such circumstances cease to exist or an alternative basis mutually acceptable to the parties hereto is arrived at, the MTN holder(s)' commitment in relation to the issue shall be cancelled whereupon the Issuer shall be obligated to forthwith upon the demand refund to the MTN holder(s) all monies released (if any) together with any other monies covenanted to be paid by the Issuer to the investor(s) under and in relation to the Transaction Documents.</p>
<b>(j)</b>	<b>Taxation</b>	:	<p>All payments in respect of the Unrated MTNs will be made by the Issuer free and clear of any and all taxes, duties, imports, withholdings and other deductions whatsoever. In the event that such withholdings or deductions are imposed, the Issuer shall gross up payments of such that the recipient will receive the full amount of the payment as if no such deduction or withholding has been made. For the avoidance of doubt, the Issuer's obligation to gross up does not apply to tax on the general income of the MTN holder(s).</p>
<b>(k)</b>	<b>Fees and Expenses</b>	:	<p>All legal and professional fees including but not limited to such costs in connection with the preparation, negotiation, execution, perfection of the Transaction Documents or otherwise in connection with the MTN Programme or any security created thereunder or in connection with dealing with any third party claim or order against the Issuer or such costs relating to stamp duties, taxes and other out-of-pocket expenses reasonably incurred pursuant to the MTN Programme (notwithstanding non-utilisation of the MTN Programme by the Issuer) shall be borne by the Issuer.</p> <p>In addition, all costs and expenses amongst other insurance premiums, legal fees, stamp duty, valuation fees,</p>

			governmental or statutory levies and taxes and other costs, expenses or other moneys whatsoever in the Event of Default shall be borne by the Issuer.
<b>(l)</b>	<b>Documentation</b>	:	The terms and conditions of the Unrated MTNs issue and the security for the MTN Programme shall be set out in the Transaction Documents in form and substance acceptable to the Lead Arranger and the Issuer and shall include standard provisions relating to warranties and representations, positive and negative covenants, financial covenants, undertakings, mergers, acquisitions, cross default, force majeure and etc.
<b>(m)</b>	<b>Severability</b>	:	The illegal, invalidity or unenforceability of any provision or part thereof of the Transaction Documents under the law of any jurisdiction shall not effect or impair the validity, legality and enforceability of any other provision and the remaining provision of the Transaction Documents shall be construed as it such invalid, unlawful or unenforceable provision or part thereof had never been contained in the Transaction Documents.
<b>(n)</b>	<b>Rights Binding</b>	:	<p>The rights given to the MTN holder(s) in the Transaction Documents shall be binding on the Issuer and its successors and shall not be determined or in any way prejudiced or affected by:</p> <p>(a) any liquidation (whether compulsory or voluntary) affecting the Issuer or the Secured Properties and Newly Acquired Properties, where applicable, or any change in the Issuer's constitution whether by way of amalgamation, consolidation, reconstruction or otherwise; or</p> <p>(b) any change in the MTN holder(s)' constitution whether by way of amalgamation, consolidation, reconstruction or otherwise.</p>
<b>(o)</b>	<b>Trustees' Reimbursement Account</b>	:	<p>The Issuer shall open and maintain an account designated as "Trustees' Reimbursement Account for MTN holders' Actions" (as required under the SC's Trust Deeds Guidelines) ("<b>Trustees' Reimbursement Account</b>") in which a sum of RM30,000.00 is to be deposited therein. The Trustees' Reimbursement Account shall be operated by the Trustee and the monies shall only be used strictly by the Trustee in carrying out its duties in relation to the occurrence of an Event of Default as provided in the Trust Deed. The sum of RM30,000.00 in the Trustees' Reimbursement Account shall be maintained at all times throughout the tenure of the MTN Programme.</p> <p>The monies in the Trustees' Reimbursement Account may be invested in the manner provided in the Trust Deed, with profit from the investment to accrue to the Issuer. The monies in the Trustee's Reimbursement Account shall be returned to the Issuer upon full redemption of the Unrated MTNs in the event there is no declaration of any Event of Default.</p>

<b>(p)</b>	<b>Jurisdiction</b>	:	The Issuer shall unconditionally and irrevocably submit to the non-exclusive jurisdictions of the courts of Malaysia.
<b>(q)</b>	<b>Interest/ coupon payment frequency</b>	:	Payable quarterly in arrears from the date of issue of the respective Unrated MTNs or such other frequency to be determined prior to each issuance of the Unrated MTNs.
<b>(r)</b>	<b>Interest/ coupon payment basis</b>	:	Actual / 365 days
<b>(s)</b>	<b>Interest/ coupon payment rate</b>	:	<p>The coupon rate for the Unrated MTNs shall be on a fixed or floating basis to be determined and mutually agreed between the Issuer and the placee(s)/subscriber(s).</p> <p>The coupon rate for the Unrated MTNs shall be determined prior to their respective issuance.</p> <p>In the event the tenure of any of the Unrated MTNs is extended from the original maturity date, the coupon rate shall be determined and mutually agreed between the Issuer and the relevant placee(s)/subscriber(s).</p>
<b>(t)</b>	<b>Details on utilisation of proceeds by Issuer</b>	:	<p>Proceeds raised from the Unrated MTNs shall be utilised for the following purposes:</p> <p>(a) Up to RM400.0 million to repay the existing borrowings of SunREIT, including without limitation, any outstanding CPs issued under the CP Programme and any new borrowings taken by SunREIT to repay existing borrowings of SunREIT.  Note: For the purposes in item (a) above, Issuer had issued RM400.0 million Unrated MTNs (Issue 1 Tranche 1 and Issue 1 Tranche 2) on 9 October 2012.</p> <p>(b) To finance (including repayment of cash utilized by SunREIT to part finance) the investment activities (including future acquisition, capital expenditure and the related acquisition and financing expenses) of SunREIT in accordance with the REIT Deed and the REIT Guidelines;and</p> <p>(c) To redeem/repay any outstanding Unrated MTNs issued under MTN Programme, any outstanding CPs issued under the CP Programme and any other borrowings of SunREIT.</p>
<b>(u)</b>	<b>Listing status and types of listing, where applicable</b>	:	The Unrated MTNs will not be listed on any exchange.
	<b>Disclosure of the following:</b>		
	<b>(a) If the issuer or its board members have been convicted or charged with any</b>		None

	<p>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 issuer or its board members for breaches of the same, for the past 10 years prior to the lodgement/since incorporation, for issuer incorporated less than 10 years; and</p>	
	<p>(b) If the issuer 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.</p>	<p>None</p>

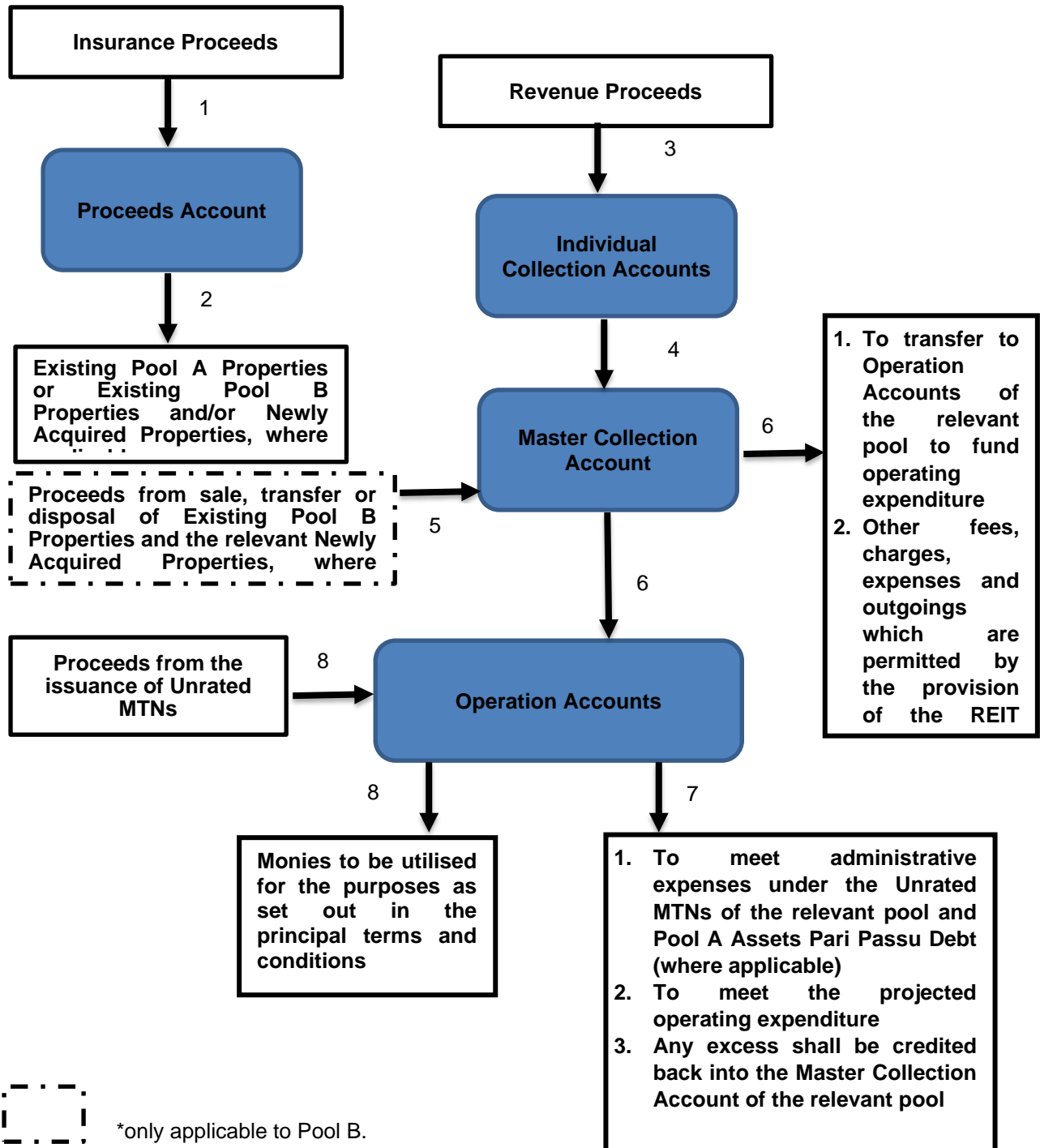
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## APPENDIX 1

### Illustration of flow of funds of Designated Accounts

The following set of Designated Accounts and the flow of funds shall be applicable for both Pool A Issuances and Pool B Issuances, except where it is specifically stated.

For issuances of Unrated MTNs under the Additional Pools, the respective pools will open its own set of Designated Accounts. The Designated Accounts to be opened shall be determined and mutually agreed between the relevant parties.





	Description
1	The insurance proceeds received by the REIT Trustee in respect of the Existing Pool A Properties, or Existing Pool B Properties and/or the relevant Newly Acquired Properties, where applicable, are to be deposited into the Proceeds Account of the relevant pool.
2	<p>The funds in the Proceeds Account cannot be withdrawn save for such withdrawals which are actually funded by identified insurance proceeds already credited into the Proceeds Account of the relevant pool made to make good the damage or loss or disrepair to the Existing Pool A Properties or Existing Pool B Properties and/or the relevant Newly Acquired Properties, where applicable or made as compensation due to loss of business income with respect to the Existing Pool A Properties or Existing Pool B Properties and/or the relevant Newly Acquired Properties, where applicable (in respect of which such insurance proceeds were paid by insurance companies) provided that (i) such withdrawal must be accompanied by relevant supporting documents (ii) no event of default under the issuance of the relevant pool or Pool A Pari Passu Debt (where applicable) has occurred and is subsisting during the time of withdrawal or would occur following such withdrawal; and (iii) the aggregate amount of the withdrawals made for the same purpose would not exceed 10% of the prevailing market value of the relevant property (in respect of which such withdrawal relates).</p> <p>Without prejudice to the above, REIT Trustee may subject to the prior written consent from Security Agent of the relevant pool for the withdrawal of an aggregate amount which are in excess of 10% of the prevailing market value of the relevant property ("<b>Increased Permitted Withdrawals</b>") provided that (i) such withdrawal is supported by relevant supporting documents as described in the principal terms and conditions; and (ii) such Increased Permitted Withdrawal would not result in an event having Material Adverse Effect (as defined in the principal terms and conditions) to occur.</p>
3	<p>All revenue proceeds from the Existing Pool A Properties or Existing Pool B Properties and/or the relevant Newly Acquired Properties, where applicable which shall include but not limited to the security deposits to satisfy tenant's obligations, rental and rental deposits received by the REIT Trustee from the renting of the Existing Pool A Properties or Existing Pool B Properties and/or the relevant Newly Acquired Properties, where applicable and all such other miscellaneous income are to be deposited into each of the Individual Collection Accounts of the relevant pool.</p> <p>The funds in the Individual Collection Accounts of the relevant pools shall be permitted from time to time to make Permitted Investments provided no event of default has occurred under the Unrated MTNs of the relevant pool or the Pool A Assets Pari Passu Debt (where applicable).</p>
4	All amounts standing to the credit of each of the Individual Collection Accounts are to be deposited by the REIT Trustee into the Master Collection Account of the relevant pool at least on a weekly basis.
5	The proceeds from the sale, transfer or disposal of Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable, shall be transferred to the Master Collection Account (Pool B). For the avoidance of doubt, this is only applicable to Pool B.

6	<p>Save for the proceeds from the sale, transfer or disposal of Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable which shall be utilised for the early redemption of the Pool B Issuance in the event the Issuer elects to exercise its right of early redemption of the outstanding Pool B Issuances, the funds in Master Collection Account of the relevant pool will be applied to meet the following permitted expenditure in the following order of priority if no event of default has occurred under the Unrated MTNs of the relevant pool or Pool A Assets Pari Passu Debt (where applicable):</p> <ol style="list-style-type: none"> <li>1. transfers to the Operation Account of the relevant pool to fund the operating expenditure in respect of the Existing Pool A Properties or Existing Pool B Properties and/or the relevant Newly Acquired Properties, where applicable based on the annual budget;</li> <li>2. for the payment of all other fees, charges, expenses and outgoings which are permitted to be incurred by the REIT Trustee by the provisions of the REIT Deed not accounted for in the annual budget (which for the avoidance of doubt includes payment of principal and interest under the Unrated MTNs of the relevant pool and the Pool A Asset Pari Passu Debt (where applicable)): <ol style="list-style-type: none"> <li>a) to the extent that the payment of such fees, costs, charges, expenses and outgoings is incidental to the carrying of business of SunREIT;</li> <li>b) to fund Permitted Investments, so long as: <ol style="list-style-type: none"> <li>i. there are sufficient funds standing to the credit of the Master Collection Account of the relevant pool to meet the obligations to service interest/principal that is due and payable under the Unrated MTNs of the relevant pool and the Pool A Assets Pari Passu Debt (where applicable) on the immediately following payment date;</li> <li>ii. any withdrawal shall be immediately notified by the REIT Trustee to the Security Agent of the relevant pool; and</li> <li>iii. payment of any such fees, costs, charges, expenses and outgoings is incidental to the carrying of business of SunREIT not accounted for in the annual budget which is more than 10% of the budgeted amount shall only be made with prior approval from the Facility Agent and the applicable facility agents/lenders/trustees in respect of the Pool A Assets Pari Passu Debt (where applicable);</li> </ol> </li> <li>c) on a pari passu basis fees and expenses under the Unrated MTNs of the relevant pool and the Pool A Assets Pari Passu Debt (where applicable);</li> <li>d) dividend payment to the SunREIT unitholders to the extent permitted by the transaction documents for the Unrated MTNs of the relevant pool and the Pool A Assets Pari Passu Debt; and</li> <li>e) the balance (if any) thereafter can be utilised by the REIT Trustee at its option to pay for deposit or tender deposit for any future acquisition of real estate and single purpose company</li> </ol> </li> </ol>
7	<p>The funds in the Operation Accounts cannot be withdrawn save for the following purposes in the order of priority as below:</p> <ol style="list-style-type: none"> <li>(a) to meet administrative expenses under the Unrated MTNs of the relevant pool and Pool A Assets Pari Passu Debt (where applicable);</li> </ol>

	<p>(b) to meet the projected operating expenditure of the Existing Pool A Properties, or Existing Pool B Properties and the relevant Newly Acquired Properties, where applicable;</p> <p>(c) any excess thereafter shall be credited back into the Master Collection Account of the relevant pool.</p> <p>The funds in the Operation Accounts of the relevant pools may be utilised for Permitted Investments, provided always that such Permitted Investments shall mature no later than five (5) business days before any payment obligations become due and payable.</p>
8	<p>The proceeds from issuance of Unrated MTNs may be credited into the applicable Operation Accounts of the relevant pool identified prior to the relevant issuance of Unrated MTNs, and such proceeds may be withdrawn for the purposes described in the principal terms and conditions.</p>

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