

PRICING SUPPLEMENT dated 8 December 2022

KYS ASSETS SDN BHD
Registration No.: 201601008440 (1179368-V)

**MEDIUM TERM NOTES PROGRAMME OF RM500.0 MILLION
IN NOMINAL VALUE**

Tranche No: T1
Series No: 17/T1

Issue of

RM15,000,000.00 nominal amount of MTNs

This document ("**Pricing Supplement**") is issued to give details of an issue of unrated medium term notes ("**MTNs**") by **KYS ASSETS SDN BHD** (Registration No.: 201601008440 (1179368-V)) ("**Issuer**") under its medium term notes programme of up to Ringgit Five Hundred Million (RM500,000,000) in nominal value ("**MTN Programme**").

This Pricing Supplement is to be read in conjunction with the terms and conditions of the MTNs ("**Conditions**") set out in the trust deed dated 30 November 2016 made between the Issuer and TMF Trustees Malaysia Berhad as the trustee ("**Trustee**") and security trustee ("**Security Trustee**"), which is made a part hereof as if set forth herein and all documents incorporated by reference therein (collectively, the "**Trust Deed**"). Unless otherwise defined in this Pricing Supplement, capitalised terms used herein have the same meaning as in the Conditions.

The establishment of the MTN Programme and the issuance of the MTNs under the MTN Programme has each been duly authorised by a resolution of the Board of Directors' of the Issuer dated 23 November 2016.

The Issuer has authorised Kenanga Investment Bank Berhad (Registration No.: 197301002193 (15678-H)) ("**Lead Manager**") and/or its affiliates to circulate or distribute this Pricing Supplement on its behalf in respect of or in connection with the proposed offer or invitation to subscribe for and issue of the MTNs to prospective investors who fall within the ambit of the Selling Restrictions for the purpose of the sale of this issue of MTNs described herein pursuant to the MTN Programme and that no further evidence of authorisation is required.

This Pricing Supplement is for information purposes only and does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction.

This Pricing Supplement and its contents are strictly confidential and are made strictly on the basis that the recipient shall ensure that they will remain confidential. Accordingly, this Pricing Supplement and its contents, or any information, which is made available in connection with any further enquiries, must be held in complete confidence.

This Pricing Supplement is sent to selected persons who fall within the ambit of the Selling Restrictions. Any person who receives this Pricing Supplement who does not fall within the

ambit of the Selling Restrictions must immediately notify the Lead Manager and return this Pricing Supplement to the Lead Manager or the Issuer.

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, 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, the recipient, the recipient's professional advisers, directors, employees and any other persons who may receive this Pricing Supplement or any part of it from the recipient shall be deemed to have agreed to abide by this confidentiality undertaking.

The recipient must return this Pricing Supplement and any other information in connection therewith to the Lead Manager promptly upon the Lead Manager's request.

THE DISTRIBUTION OF THIS PRICING SUPPLEMENT AND THE OFFERING OR SALE OF THE MTNS IS SUBJECT TO THE SELLING RESTRICTIONS. PERSONS INTO WHOSE POSSESSION THIS PRICING SUPPLEMENT COMES INTO ARE REQUIRED BY THE ISSUER, THE LEAD ARRANGER AND THE LEAD MANAGER TO INFORM THEMSELVES ABOUT AND TO OBSERVE SUCH RESTRICTION. FOR A DESCRIPTION OF CERTAIN RESTRICTIONS ON OFFERS AND SALES OF THE MTNS AND ON DISTRIBUTION OF THIS PRICING SUPPLEMENT, SEE "SELLING RESTRICTIONS" IN THE TRUST DEED.

Specific Final Terms

The following items under this heading “**Specific Final Terms**” are the particular terms in relation to the MTNs to which this Pricing Supplement relate. In case of any conflict between such terms and the terms and conditions set forth in the Trust Deed, the terms set forth in this Pricing Supplement shall govern.

1. **Issuer** : KYS Assets Sdn Bhd
2. **Tranche No.** : T1
3. **Series No.** : 17/T1
4. **Nominal Value** : RM 15,000,000.00
5. **Issue Date** : 12 December 2022
6. **Tenure** : 1 Year or 365 days
7. **Maturity Date** : 12 December 2023
8. **Coupon Rate** : 7.0%
9. **Coupon Frequency** : Payable on semi-annual basis
10. **Credit Rating** : Not rated
11. **Security** :
 - (i) Debenture incorporating a first ranking fixed and floating charge on the assets of the Issuer, both present and future;
 - (ii) Legal assignment over all the Issuer’s revenue, income, compensation and all other amounts received;
 - (iii) Legal assignment and charge over the Designated Accounts and the credit balances therein;
 - (iv) Legal assignment over all the rights, title and interest under the relevant contracts for the construction of KYS School KL East; and
 - (v) Legal assignment over the all rights, title and interest in all relevant takaful/ insurances taken or to be taken in relation to the development and construction of KYS School KL East, where applicable and the proceeds thereof, with the Security Trustee named as the loss payee in such takaful/insurance policies.

“**KYS School KL East**” means the international and private school campus, which is located at the piece of land held under GRN 78335, Lot 201057, Mukim of Setapak, Daerah Kuala Lumpur.
12. **Guarantee** : All payments due and payable under the MTN Programme will be irrevocably and unconditionally guaranteed by Tan Sri Halim Bin Saad.

13. **Designated Accounts** : (i) Disbursement Account;
(ii) Revenue Account;
(iii) Operating Account;
(iv) Debt Service Reserve Account 1; and
(v) Debt Service Reserve Account 2.
14. **Utilisation of proceeds raised from the Series** : To redeem in full the MTNs issued under Series 13 of Tranche 1.
15. **Other terms or special conditions** : Not applicable

RESPONSIBILITY

The Issuer, having made all enquiries as were reasonable, and confirms that the information contained in this Pricing Supplement is in accordance with the facts and is not false and is not misleading in any material respect.

Signed on behalf of the Issuer:

A handwritten signature in black ink, appearing to be 'M. J. O'Sullivan', is written over a horizontal line.

By: _____
Duly authorised signatory