

STRICTLY PRIVATE AND CONFIDENTIAL

PRICING SUPPLEMENT DATED 20 APRIL 2023

PAVILION REIT BOND CAPITAL BERHAD
(Registration No. 201501002096 (1127428-K))

MEDIUM TERM NOTE PROGRAMME OF RM8.0 BILLION
IN NOMINAL VALUE

Issuance No: 1 - Tranche (U) 2023 – E

Issue of

RM250,000,000.00 Nominal Amount of MTNs due on 27 April 2028

This document (“**Pricing Supplement**”) is issued to give details of an issue of MTNs by **PAVILION REIT BOND CAPITAL BERHAD (Registration No. 201501002096 (1127428-K))** (“**Issuer**”) under its Ringgit Malaysia Eight Billion (RM8,000,000,000) Nominal Value Medium Term Note programme (“**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 13 January 2016 made between the Issuer, MTrustee Berhad in its capacity as trustee for Pavilion REIT (“**REIT Trustee**”), Pavilion REIT Management Sdn Bhd in its capacity as manager for Pavilion REIT (“**REIT Manager**”) and Malaysian Trustees Berhad as the trustee (“**Bond Trustee**”), which is made a part hereof as if set forth herein and all documents incorporated by reference therein (together with the supplemental trust deed dated 18 April 2019 and the second supplemental trust deed dated 20 April 2023, collectively, the “**Trust Deed**”) and the deed of covenants (Issue 1) dated 1 March 2016 made between the Issuer, the Bond Trustee, the REIT Manager, the REIT Trustee, Alliance Investment Bank Berhad in its capacity as the security agent, Maybank Investment Bank Berhad in its capacity as the facility agent and CIMB Investment Bank Berhad and Maybank Investment Bank Berhad in their capacities as the joint lead managers (“**Joint Lead Managers**”) (“**Deed of Covenants (Issue 1)**”). 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 the resolutions of the Board of Directors of the Issuer dated 22 May 2015, 30 July 2015 and 20 April 2023.

The Issuer has authorised the Joint Lead Managers and/or their 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 undertake 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 Joint Lead Managers and return this Pricing Supplement to the Joint Lead Managers 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 Joint Lead Managers promptly upon the Joint Lead Managers' 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 JOINT LEAD ARRANGERS AND THE JOINT LEAD MANAGERS 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 some of the particular terms which relate 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** : **PAVILION REIT BOND CAPITAL BERHAD**
2. **Type of Issue** : Unrated
3. **Issue No.** : 1
4. **Tranche No.** : Tranche (U) 2023 - E
5. **Classes (if applicable)** : Not applicable
6. **Series (if applicable)** : Not applicable
7. **Nominal Amount** : RM250,000,000.00
8. **Issue Date** : 27 April 2023
9. **Expected Maturity Date** : 27 April 2028
10. **Legal Maturity Date** : 26 April 2030
11. **Expected Tenure** : Five (5) years
12. **Legal Tenure** : Seven (7) years
13. **Coupon Rate** : 4.48% per annum
14. **Stepped-up Coupon Rate** : 1.00% per annum above the Coupon Rate
15. **Coupon Payment Frequency & basis** : Quarterly
Actual / 365 days
16. **Redemption Basis** : Redemption at par
17. **Rating (only applicable for rated issuance)** : Not rated

- 18. Utilisation of Proceeds** : For the purpose of advancing to Pavilion REIT to refinance part of the maturing MTNs (Stock Code: UK180054) due on 27 April 2023, being the Expected Maturity Date of the Tranche (U) 2018-A, amounting to RM700.0 million, in accordance with the REIT Trust Deed and REIT Guidelines.
- 19. Secured Properties** : **Pavilion Tower**
75, Jalan Raja Chulan
50200 Kuala Lumpur
Wilayah Persekutuan Kuala Lumpur
Malaysia
- Pavilion Kuala Lumpur Mall**
168, Jalan Bukit Bintang
55100 Kuala Lumpur
Wilayah Persekutuan Kuala Lumpur
Malaysia
- 20. Other terms and conditions** : (1) Security Margin of no less than two (2.0) times computed based on the aggregate nominal value of the MTNs outstanding under Issue 1 and the principal amount of any other indebtedness outstanding which is secured against the Secured Properties. Further details are set out in the Deed of Covenants for Issue 1.
- (2) The Issuer shall comply with Bank Negara Malaysia's Guidelines on Credit Transactions and Exposures with Connected Parties and the Bank's Credit Policy on Credit Facilities and Exposures to Connected Parties and declare to the Subscriber in the event the Issuer or the Security Parties is a connected party to the Subscriber.
- (3) The Issuer shall ensure that Tan Sri Lim Siew Choon and his immediate family (including sons in law or daughters in law) shall collectively, whether directly or indirectly, remain as the single largest shareholder of Pavilion REIT as long as the Subscriber is a noteholder of this Tranche.

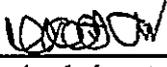
In the event the Issuer breaches undertakings (2) and (3) above or when it is illegal for the Subscriber to continue to hold the MTNs, the Issuer shall either redeem the MTNs subscribed by the Subscriber or change the status of the MTNs to transferable and tradeable to allow the Subscriber to sell the MTNs.

- (4) Solicitor of the MTN Programme i.e. Messrs Adnan Sunda & Low shall issue a written legal opinion to Malaysian Trustees Berhad (as trustee for the MTN holders) confirming that proposed revisions to the terms and conditions of the MTN Programme of RM8.0 Billion will not:
 - (a) affect the expected and legal maturity date of the existing MTNs; and
 - (b) materially and adversely affect the interest of existing MTN holders.
- (5) The Issuer shall endeavour that the Coupon Rate including the Stepped-Up Coupon Rate of this Tranche shall be pari passu or at no less favourable than the other subscribers of the MTN Programme and financiers/lenders of other borrowings secured by the Secured Properties.
- (6) Such other existing terms and conditions imposed under Issue 1 of the MTN Programme.

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:

By:  

Duly authorised signatory

DATO' LEE TUCK FOOK

DATO' PHILIP HO