

PRICING SUPPLEMENT dated 11 OCT 2017

RADIMAX GROUP SDN. BHD.
(Company No. 219269-W)

MEDIUM TERM NOTES ("MTNs") TO BE ISSUED PURSUANT TO THE UNRATED MEDIUM TERM NOTE PROGRAMME ("MTN PROGRAMME") OF UP TO RM200,000,000.00 IN NOMINAL VALUE

Tranche No: 1

The aggregate Nominal Value of MTNs issued or to be issued under this Tranche shall not exceed the Nominal Value as stated below.

Lead Manager: KENANGA INVESTMENT BANK BERHAD (Company No. 15678-H)

This document ("**Pricing Supplement**") is issued to give details of the above stated Tranche of MTNs issued or to be issued by **RADIMAX GROUP SDN. BHD.** (Company No. 219269-W) (the "**Issuer**") under the MTN Programme.

This Pricing Supplement is to be read in conjunction with the terms and conditions of the MTNs ("**Conditions**") as set out in the Trust Deed dated [date] 2017 made between the Issuer and **AMANAHRAYA TRUSTEES BERHAD** (Company No. 766894-T) as the trustee ("**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 have been duly authorised by resolutions of the Board of Directors' of the Issuer passed on 5 May 2017.

The Issuer hereby acknowledges that it has authorised the Lead Manager to circulate or distribute this Pricing Supplement on their behalf in respect of or in connection with the proposed offer or invitation to subscribe for and issue of the MTNs to Subscriber(s) who fall within the ambit of the Selling Restrictions for the purpose of the sale of this Series of MTNs described herein pursuant to the MTN Programme and that no further evidence of authorisation is required.

This Pricing Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the MTNs or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

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 IN JURISDICTIONS OTHER THAN MALAYSIA IS RESTRICTED. PERSONS INTO WHOSE POSSESSION THIS PRICING SUPPLEMENT COMES INTO ARE REQUIRED BY THE ISSUER 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 which relate to the Tranche of MTNs to which this Pricing Supplement relate. In case of any conflict between Specific Final Terms herein and the terms and conditions set forth in the Trust Deed, the Specific Final Terms set forth in this Pricing Supplement shall govern.

[Include whichever of the following apply or specify as Not Applicable'(N/A). Italics denote directions for completing the Pricing Supplement.]

1. **Issuer** : RADIMAX GROUP SDN. BHD.
2. **Tranche Number** : 1
3. **Nominal Value** : The aggregate nominal value of RM40,000,000.00. For the avoidance of doubt, the aggregate nominal value of all Series of MTNs issued or to be issued under this Tranche shall not exceed the nominal value of RM40,000,000.00.
4. **Rating** : Unrated
5. **Tranche Security** : All MTNs belonging to Tranche 1 shall be secured by the following security in favour of the Security Trustee:-
 - (i) An assignment by the Issuer of fifteen per centum (15%) of the dividend proceeds in cash received at any time and from time to time by the Issuer from the Principal Subsidiary in respect of the Issuer's entire shareholding in the Principal Subsidiary ("**Assignment of Dividend Proceeds (Tranche 1)**"); and

- (ii) An assignment and charge by the Issuer over all its rights, title, interests and benefit in a revenue account in respect of Tranche 1 (“**Revenue Account (Tranche 1)**”) and all balances standing to the credit of the Revenue Account (Tranche 1) including all Permitted Investments made thereunder or held by or on behalf of the Issuer or standing to the credit of or payable to the Issuer (if any) (“**Assignment and Charge over Revenue Account (Tranche 1)**”).

For the purpose of this Pricing Supplement, the “Principal Subsidiary” shall mean Radicare (M) Sdn Bhd.

6. Conditions Precedent

The conditions precedent prior to issuance of MTNs under this Tranche:

- (1) The resolutions passed by the board of directors of the Issuer authorising, amongst others, the provision of the Tranche Security (as stated above) and the execution of the Assignment of Dividend Proceeds (Tranche 1) and Assignment and Charge over Revenue Account (Tranche 1) in favour of the Security Trustee and the performance of the obligations of the Issuer thereunder.
- (2) Documentary evidence that the Revenue Account (Tranche 1) has been opened.
- (3) All relevant notices and acknowledgements required to be made and obtained pursuant to the Assignment of Dividend Proceeds (Tranche 1) and the Assignment and Charge over Revenue Account (Tranche 1) shall have been made and received.
- (4) All other Transaction Documents relating to this Tranche 1 (including the Security Documents of the Tranche Security as stated above) shall have been executed and stamped or endorsed as exempted from stamp duty, and where relevant, presented for registration.
- (5) Legal opinion, where applicable, from the solicitors confirming that:-
 - (a) the relevant Transaction Documents relating to this Tranche 1, which are not included in the legal opinion referred to in paragraph 6 of Schedule 1A of the programme agreement, are legal, valid, binding and enforceable; and

- (b) all conditions precedent in respect of this Tranche have been fulfilled by the Issuer or waived by the Lead Manager.
- (6) Winding-up search conducted on the Issuer with the Director General of Insolvency's office on or in the absence of the winding up search report, a statutory declaration of the Issuer, confirming that the Issuer is not wound up.
- (7) The Lead Arranger receiving the redemption statement cum undertaking, in form and substance acceptable to the Lead Arranger, from The Employees Provident Fund Board confirming the redemption sum payable under the Existing Financing ("**Redemption Sum**") and their undertaking, amongst others, to:-
- (a) release, discharge and execute the relevant documents for the discharge of all existing security interests created to secure the Existing Financing immediately after the Redemption Sum is made in full;
 - (b) deliver the original security documents securing the Existing Financing and the relevant documents for the discharge as stated in paragraph (a) above to the Issuer;
 - (c) not to exercise any of its rights whatsoever in any of the security documents securing the Existing Financing in the event that the discharge of the existing security interests created to secure the Existing Financing is not or cannot be perfected or registered for any reason whatsoever.

Conditions precedent prior to issuance of each Series under this Tranche:-

Written confirmation from the Issuer (in form and substance satisfactory to the Lead Arranger) that:

- (a) all representations and warranties in the Transaction Documents made or deemed to be made by the Issuer are true and correct in all respects and the Issuer is in compliance with all covenants and undertakings contained in the Transaction Documents;
- (b) no Event of Default has occurred or would occur as a result of the issuance of the Series of MTNs

7. Form of MTNs : Bearer MTNs whereby each Series of MTNs to be issued under this Tranche 1 will be represented by a Global Certificate deposited with Bank Negara Malaysia as Central Securities Depository.

8. Designated Account(s) : For Tranche 1, the Designated Account is Revenue Account (Tranche 1).

Parties responsible for opening the account:
For Revenue Account (Tranche 1), the Issuer.

Parties responsible for maintaining/operating the account:
For Revenue Account (Tranche 1), the Security Trustee.

Signatories to the account:
For Revenue Account (Tranche 1), the Security Trustee.

Sources of funds:
For Revenue Account (Tranche 1):

- (i) Fifteen per centum (15%) of dividend proceeds in cash received at any time and from time to time by the Issuer from the Principal Subsidiary in respect of the Issuer's entire shareholding in the Principal Subsidiary;
- (ii) Any amounts deposited by the Issuer for purposes or payment of redemption of Tranche 1 or such other moneys to be mutually agreed between the Issuer and the Trustee; and
- (iii) such other proceeds to be mutually agreed between the Issuer and the Lead Arranger.

Utilisation of funds:
For Tranche 1, the funds in the Revenue Account (Tranche 1) shall be applied to meet the following permitted expenditure in the following order of priority if no Event of Default has occurred:

- (i) Payment of tax and other statutory obligations;
- (ii) Payment of coupon payments under Tranche 1 falling due and payable;
- (iii) Payment of other financing costs, fees and expenses of the Issuer in relation to the MTN Programme; and
- (iv) Payment of principal amount under the Tranche 1 falling due and payable.

9. **Other terms or special conditions** : The Issuer shall maintain in the Revenue Account (Tranche 1) an amount equivalent to the following (“Minimum Required Balance”):

Month(s) before the relevant coupon payment date	Amount of the coupon payment of the relevant MTN (%)
2	50
1	100

In the event the balances held in the Revenue Account (Tranche 1) is less than the Minimum Required Balance, then the Issuer shall within seven (7) business days of receipt of notice from the Security Trustee, top-up such deficit amount in the Revenue Account (Tranche 1).

All withdrawals from the Revenue Account (Tranche 1) must be accompanied by the relevant supporting documents to the satisfaction of the Security Trustee.

Funds held in the Revenue Account (Tranche 1) may be utilised for investments in Permitted Investments, provided always that such Permitted Investments shall mature and the proceeds shall be remitted into the Revenue Account (Tranche 1) no later than three (3) business days (or such other period to be mutually agreed between the Issuer and Security Trustee) before any payment obligations become due and payable.

RESPONSIBILITY

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

For and on behalf of
RADIMAX GROUP SDN BHD
 (Company No. 219369-W)

.....
 Director

Name: DATO ZULKIFLY BIN RAFIQUE

Designation: DIRECTOR

Date: **11 OCT 2017**

.....
 Authorised Signatory

Name: NANI SURYANI BINTI AHMAD TAJUDIN

Designation: SECRETARY

Date: **11 OCT 2017**