

## KLG CAPITAL BERHAD

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**Date: 14 February 2025**

**KLG CAPITAL BERHAD** (Registration No. 202401017421 (1563271-H))

**Issuance of unrated asset-backed medium term notes pursuant to the unrated asset-backed medium term notes programme of up to Ringgit Malaysia One Hundred and Fifty Million (RM150,000,000.00) in nominal value**

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This document ("**Pricing Supplement**") is issued to give details of an issue of medium term notes ("**MTNs**") by KLG Capital Berhad (Registration No. 202401017421 (1563271-H)) (the "**Issuer**") under its unrated asset-backed medium term notes programme of up to Ringgit Malaysia One Hundred and Fifty Million (RM150,000,000.00) in nominal value (the "**MTN Programme**").

This Pricing Supplement is to be read in conjunction with the terms and conditions of the MTNs (the "**Conditions**") set out in the trust deed dated 24 January 2025 between the Issuer and MTrustee Berhad (Registration No. 198701004362 (163032-V)) as the bond trustee (the "**Bond Trustee**") and the 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 been duly authorised by the resolution of the board of directors of the Issuer dated 29 July 2024.

The Issuer hereby acknowledges that it has authorised Kenanga Investment Bank Berhad (Registration No. 197301002193 (15678-H)) as the lead manager for the MTN Programme to circulate and distribute this Pricing Supplement on its behalf in connection with the proposed offer or invitation to subscribe for and issue of the MTNs **only to prospective investors who fall within the ambit of the Selling Restrictions** (as set out below) for the purpose of the sale of the Series of MTNs described herein pursuant to the MTN Programme and that no further evidence of authorisation is required.

### Selling Restrictions

At issuance, the MTNs may only be offered, sold, transferred or otherwise disposed of directly or indirectly to persons to whom an offer or invitation to subscribe the MTNs may be made and to whom the MTNs are issued would fall within:

- (a) paragraph 1(a), (b) or (d) of Part I of Schedule 5 of the Capital Markets and Services Act 2007 (as amended from time to time) ("CMSA"); and
- (b) Schedule 6 and Schedule 7 of the CMSA,

read together with Schedule 9 (or Section 257(3)) of the CMSA, subject to any changes in the applicable laws, guidelines, order, regulation or official directive from time to time.

After issuance, the MTNs may only be offered, sold, transferred or otherwise disposed of directly or indirectly to persons whom an offer or invitation to subscribe the MTNs may be made would fall within:

- (a) paragraph 1(a), (b) or (d) of Part I of Schedule 5 of the CMSA; and
- (b) Schedule 6 (or Section 229(1)(b)) of the CMSA,

read together with Schedule 9 (or Section 257(3)) of the CMSA, subject to any changes in the applicable laws, guidelines, order, regulation or official directive from time to time.

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 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 NOTES 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 MTNs issued under Series 1 and Series 2 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.

|  |  |             |   |   |             |  |   |           |
|--|--|-------------|---|---|-------------|--|---|-----------|
| <b>Series No.</b>  | Series 1 & Series 2  |             |   |   |             |  |   |           |
| <b>Nominal value</b>   | Series 1 – RM80,000,000.00<br>Series 2 – RM55,000,000.00   |             |   |   |             |  |   |           |
| <b>Type of MTNs</b>  | Series 1 – Senior MTNs<br>Series 2 – Junior MTNs   |             |   |   |             |  |   |           |
| <b>Issue price/ Yield to maturity</b>  | Series 1 – 100/ at Par<br>Series 2 – 100/ at Par   |             |   |   |             |  |   |           |
| <b>Issue Date</b>  | 21 February 2025   |             |   |   |             |  |   |           |
| <b>Legal Maturity Date</b>   | 21 February 2030   |             |   |   |             |  |   |           |
| <b>Expected Maturity Date</b>  | 21 February 2029   |             |   |   |             |  |   |           |
| <b>Tenure</b>  | Five (5) years   |             |   |   |             |  |   |           |
| <b>Coupon Rate</b>   | Senior – 6% p.a. (fixed)<br>Junior – 18% p.a. (fixed, subject to meeting the Coupon Payment Conditions)  |             |   |   |             |  |   |           |
| <b>Coupon Period</b>   | Series 1 – as per the table below: <table border="1" data-bbox="491 1384 1366 1590"> <tr> <td>From the Issue Date up until the first anniversary of the Issue Date.</td> <td>:</td> <td>Semi-annual</td> </tr> <tr> <td>From the first anniversary of the Issue Date up until the Legal Maturity Date.</td> <td>:</td> <td>Quarterly</td> </tr> </table><br>Series 2 – Annual (subject to meeting the Coupon Payment Conditions) |             | From the Issue Date up until the first anniversary of the Issue Date. | : | Semi-annual | From the first anniversary of the Issue Date up until the Legal Maturity Date. | : | Quarterly |
| From the Issue Date up until the first anniversary of the Issue Date.          | :  | Semi-annual |   |   |             |  |   |           |
| From the first anniversary of the Issue Date up until the Legal Maturity Date. | :  | Quarterly   |   |   |             |  |   |           |
| <b>Mode of issue</b>   | Private placement  |             |   |   |             |  |   |           |
| <b>Utilisation of proceeds by the Issuer</b>                                   | (i) To settle the purchase consideration for the acquisition of the Property;<br>(ii) To fund and meet the DSRA Minimum Required Balance;<br>(iii) To deposit RM100,000.00 into the Trustees’s Reimbursement Account;  |             |   |   |             |  |   |           |

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|---|---|
|   | <ul style="list-style-type: none"> <li>(iv) To meet the working capital requirements, operating costs, administrative expenses and other general corporate purposes of the Property and the Issuer;</li> <li>(v) For refurbishment, renovation, maintenance works and/or any asset enhancement works on the Property, if any; and</li> <li>(vi) To defray all fees, cost and expenses in relation to the MTN Programme, which shall comprise all fees and expenses in relation to the establishment of the MTN Programme.</li> </ul>  |
| <p><b>Tradability and Transferability</b></p> | <p>In the event any MTNholder (“<b>Offeror</b>”) decides to sell, transfer or otherwise dispose of the MTNs held by it (“<b>MTNs on Offer</b>”), the Offeror shall notify the other MTNholders (“<b>Offerees</b>”) as such by notice in writing specifying the Nominal Value as well as the trading price of the MTNs on Offer (“<b>Offer Notice</b>”). The Offerees who wish to purchase the MTNs on Offer (“<b>Interested Offerees</b>”) shall provide written notice of their interest to the Offeror within thirty (30) Business Days from the date of the Offer Notice (“<b>Offer Period</b>”). Upon expiry of the Offer Period, the MTNs on Offer shall be allocated amongst the Interested Offerees on a pro rata basis or in such manner as may be mutually agreed on by the Interested Offerees (“<b>Allocation to Interested Offerees</b>”), which the Offeror shall notify the Interested Offerees in writing. In the event there are remaining MTNs on Offer following the Allocation to Interested Offerees, such MTNs on Offer may be offered to other investors, provided that the remaining MTNs on Offer shall not be traded at a trading price lower, nor on more favourable terms, than that was offered to the Offerees.</p> <p>For the avoidance of doubt, the Originator shall only subscribe to MTNs issued by the Issuer up to ten percent (10%) of the original amount of the MTN issued by the Issuer at market value at any time unless otherwise permitted by the SC.</p> |
| <p><b>Other information</b></p>               | <p>-</p>  |

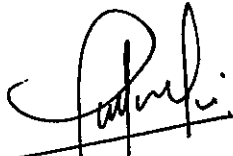
**PURPOSE OF PRICING SUPPLEMENT**

This Pricing Supplement comprise the final terms required for the specific issuance of MTNs under Series 1 and Series 2 described herein pursuant to the MTN Programme.

**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 not false or misleading nor does this Pricing Supplement contain any material omission.

For and on behalf of **KLG CAPITAL BERHAD**



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*Authorised Signatory*  
Lui Kwee Hui