

DANUM CAPITAL BERHAD
OTHER TERMS AND CONDITIONS

- (1) Details on Utilisation of Proceeds
- (i) The proceeds raised from the issuance of Sukuk Danum under the Sukuk Danum Programme shall be utilised by the Issuer or the Investment Wakeel to purchase the Sukuk Investments.
 - (ii) Khazanah will use the proceeds from the Sukuk Investments for the purpose of funding its Shariah-compliant general investments and refinancing of borrowings.

For the avoidance of doubt, the proceeds from the issuance of Sukuk Danum under the Sukuk Danum Programme will be utilised for Shariah-compliant purposes only.

- (2) Exercise Price
- The Exercise Price for the purchase of the Sukukholders' undivided and proportionate interest in the Tangible Assets under the relevant Sukuk Danum shall be at the market value of the Tangible Assets or in the case of non-listed shares, based on the net tangible assets of the underlying company at the relevant Scheduled Dissolution Date(s) or the Dissolution Declaration Date, as the case may be.

- (3) Dissolution Distribution Amount:
- On the Scheduled Dissolution Date:
- (a) in the case of Sukuk Danum issued at par, at a premium or at a discount with Periodic Distributions

The Dissolution Distribution Amount shall be equivalent to:

- (i) the nominal value of the Sukuk Danum; plus
 - (ii) the accrued but unpaid Periodic Distribution Amount (if any), accrued up to the Scheduled Dissolution Date.
- (b) in the case of Sukuk Danum issued at a discount without Periodic Distributions

The Dissolution Distribution Amount shall be equivalent to the nominal value of the Sukuk Danum.

On the Dissolution Declaration Date:

- (a) in the case of Sukuk Danum issued at par, at a premium or at a discount with Periodic Distributions

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The Dissolution Distribution Amount shall be equivalent to:

- (i) the nominal value of the Sukuk Danum; plus
 - (ii) the accrued but unpaid Periodic Distribution Amount (if any), accrued up to the Dissolution Declaration Date.
- (b) in the case of Sukuk Danum issued at a discount without Periodic Distributions

The Dissolution Distribution Amount shall be equivalent to the accreted value of the Sukuk Danum.

For the avoidance of doubt, any double counting shall be disregarded.

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| (4) | Profit/coupon/rental rate (fixed or floating) | The periodic distribution rate (" Periodic Distribution Rate "), if any, which shall be on a fixed rate basis shall be determined prior to each issuance of the Sukuk Danum. |
| (5) | Profit/coupon/rental frequency | Semi-annually in arrears or such other period to be determined prior to each issuance of the Sukuk Danum (each a " Periodic Distribution Date "). |
| (6) | Profit/coupon/rental payment basis | The " Periodic Distribution Amount " on any relevant Periodic Distribution Date is calculated at the Periodic Distribution Rate on the nominal value of the relevant tranche of the Sukuk Danum based on the actual number of days elapsed and 365 days basis (actual/365). |
| (7) | Listing status and types of listing | The Sukuk Danum Programme will be listed on Bursa Malaysia Securities Berhad under the exempt regime. |
| (8) | Form denomination and | The Sukuk Danum shall be issued in accordance with: <ul style="list-style-type: none">(1) Operational Procedures for Securities Services and Operational Procedures for Ringgit Settlement in the RENTAS system issued by PayNet or its successor-in-title or successor in such capacity ("PayNet Procedures"); and(2) the Participation and Operation Rules for Payment and Securities Services issued by PayNet or its successor-in-title or successor in such capacity ("PayNet |

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Rules") (Paynet Procedures and Paynet Rules are collectively referred to as "**PayNet Rules and Procedures**" as amended and/or substituted from time to time).

Each tranche of the Sukuk Danum shall be represented by a global certificate to be deposited with BNM, and is exchanged for definitive bearer form only in certain limited circumstances. The denomination of the Sukuk Danum shall be RM1,000,000 or in multiples of RM1,000,000 at the time of issuance.

(9) Transaction Documents

Including but not limited to:

1. Trust Deed
2. Programme Agreement
3. Wakalah Agreement
4. Master Asset Purchase Agreement
5. Substitution Agreement
6. Purchase Undertaking
7. Power of Attorney
8. The Sukuk Danum
9. Commodity Murabahah Master Agreement
10. Such other relevant documents to be executed by the Issuer and/or the Obligor in connection with the Sukuk Danum Programme and agreed by the Issuer and the Obligor to be designated as a "Transaction Document".

(10) Status

The Sukuk Danum constitute undivided beneficial interest in the Sukuk Investments in respect of the relevant tranche and shall at all times rank pari passu and rateably, without discrimination, preference or priority amongst themselves subject to priorities or rights preferred by law.

The obligations of the Obligor pursuant to the relevant Transaction Documents in connection with the Sukuk Danum shall constitute unconditional and unsecured obligations of the Obligor and shall at all times rank pari passu, without discrimination, preference or priority

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among themselves and at least pari passu with all other present and future unsecured and unsubordinated obligations of the Obligor, subject to the provisions of the Transaction Documents and those preferred by law.

- (11) Trustees' Reimbursement Account for Sukukholders' Actions The Issuer shall set up a "Trustees' Reimbursement Account for Sukukholders' Actions" ("**Trustees' Reimbursement Account**") with a sum of RM30,000.00 (which shall be maintained at all times throughout the tenure of the Sukuk Danum Programme). The Trustees' Reimbursement Account shall be operated by the Sukuk Trustee and the money shall only be used strictly by the Sukuk Trustee in carrying out its duties in relation to the occurrence of a Dissolution Event which are to be provided in the relevant Transaction Documents.
- (12) Taxation All payments by the Issuer or the Obligor shall be made without withholding or deductions for or on account of any present or future tax, duty or charge of whatsoever nature imposed or levied by or on behalf of Malaysia or any other applicable jurisdictions, or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law, in which event the Issuer or the Obligor shall be required to make such additional amount so that the payee would receive the full amount which the payee would have received if no such withholding or deductions are made.
- (13) Jurisdiction The Issuer and/or Khazanah shall unconditionally and irrevocably submit to the exclusive jurisdictions of the courts of Malaysia.
- (14) Issue price The Sukuk Danum shall be issued at par, at a premium or at a discount and the issue price shall be calculated in accordance with the PayNet Rules and Procedures.
- (15) Other conditions The Sukuk Danum shall at all times be governed by the guidelines issued and to be issued from time to time by the SC, BNM and/or PayNet having jurisdiction over matters pertaining to the Sukuk Danum.

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