

MMC CORPORATION BERHAD (Company No. 30245-H)

**PROPOSED ISSUANCE OF ISLAMIC MEDIUM TERM NOTES (“SUKUK MURABAHAH”)
UNDER A SUKUK MURABAHAH ISSUANCE PROGRAMME OF UP TO
RM1,500,000,000.00 IN NOMINAL VALUE (“SUKUK MURABAHAH PROGRAMME”)**

Other Disclosure

(1) Disclosure of the following:

- **If the Issuer or its board members have been convicted or charged with any offence under any securities laws, corporation laws or other laws involving fraud or dishonesty in a court of law, or if any action has been initiated against the issuer or its board members for breaches of the same, for the past ten years prior to the lodgement; and**
The Issuer and its board members have not been convicted or charged with any offence under any securities laws, corporation laws or other laws involving fraud or dishonesty in a court of law and no action has been initiated against the Issuer and its board members for breaches of the same, for the past ten years prior to the lodgement.
- **If the Issuer has been subjected to any action by the stock exchange for any breach of the listing requirements or rules issued by the stock exchange, for the past five years prior to the lodgement.**
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Other terms and conditions.

(1) **Profit/coupon/rental rate** The Sukuk Murabahah may be issued at par, at a premium or at a discount. The profit rate, if applicable, shall be on a fixed rate basis and to be determined and agreed prior to each issuance of the Sukuk Murabahah.

(2) **Profit/coupon/rental payment frequency** **Sukuk Murabahah with periodic profit payments**
The periodic payments are payable at semi-annual intervals or such other periodic intervals in arrears to be agreed between the Issuer and the relevant Joint Lead Manager(s) prior to the issuance of such Sukuk Murabahah.

Sukuk Murabahah without periodic profit payments

Not applicable.

(3) **Profit/coupon/rental payment basis** **Sukuk Murabahah with periodic profit payments**
The profit payments shall be calculated on an actual number of days based on 365-day basis.

Sukuk Murabahah without periodic profit payments

Not applicable.

(4) **Status** The Sukuk Murabahah shall constitute direct, unconditional and unsecured obligations of the Issuer and shall at all times rank *pari passu*, without discrimination, preference or priority amongst themselves and *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, subject to those preferred by law and the Transaction Documents.

(5) **Transaction Documents** "Transaction Documents" includes:

- (a) Programme Agreement;
- (b) Trust Deed;
- (c) Securities Lodgement Form;
- (d) documents in relation to the Commodity Murabahah transaction; and
- (e) any other relevant documentation which may be advised by the Solicitors and mutually agreed between the Lead Arranger and the Issuer.

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- (6) **Compensation for Late Payment ("Ta'widh")** In the event of delay in payments of the Deferred Sale Price under the Sukuk Murabahah Programme, the Issuer shall pay to the Sukukholder(s) compensation on such delayed payments at an amount and manner prescribed by the SC's Shariah Advisory Council from time to time.
- (7) **Taxation** All payments by the Issuer 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 or on behalf of Malaysia or 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 payer 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.
- (8) **Trustees' Reimbursement Account for Sukukholders' Actions** The Issuer shall set up, or procure the setting up of a profit bearing "Trustees' Reimbursement Account" with a sum of RM30,000.00 (which shall be maintained at all times throughout the tenure of the Sukuk Murabahah Programme). The said account shall be operated by the Trustee and the money shall only be used strictly by the Trustee in carrying out its duties in relation to the occurrence of an Event of Default which are to be provided in the relevant transaction documents. Any unutilised money in the Trustees' Reimbursement Account shall be returned to the Issuer upon expiry of the Sukuk Murabahah Programme.
- (9) **Costs and Expenses** All legal fees, stamp duties (if any) and reasonable expenses incurred in connection with the Sukuk Murabahah, including professional due diligence fees and fees payable to BNM, SC and the Credit Rating Agency, where applicable shall be for the account of the Issuer.
- (10) **Other conditions** The Sukuk Murabahah shall at all times be governed by the guidelines issued and to be issued from time to time by the SC, BNM and/or MyClear having jurisdiction over matters pertaining to the Sukuk Murabahah.
- (11) **Option to upsize the Sukuk Murabahah Programme** The maximum issue size under the Sukuk Murabahah Programme is up to RM1,500.0 million in nominal value. The aggregate outstanding nominal value of all the Sukuk Murabahah issued under the Sukuk Murabahah Programme at any point in time shall not exceed RM1,500.0 million.

Notwithstanding the above and subject to the compliance of the relevant guidelines as may be issued by the SC from time to time, the Issuer shall have the option to upsize the Sukuk Murabahah Programme and the Sukukholders shall via the

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Trust Deed provide their upfront consent for any upsizing of the Sukuk Murabahah Programme provided that the following conditions have been fulfilled:-

- (1) the voting for the Sukuk Murabahah Programme is carried out on a “per series” basis and not on a collective basis;
- (2) there is no adverse impact on the rating of the Sukuk Murabahah Programme; and
- (3) all information and documents have been submitted for a new lodgement with the SC for the upsizing of the Sukuk Murabahah Programme and all the relevant requirements under Section B, Part 3, Chapter 4 of the SC Guidelines shall have been complied.