

UEM SUNRISE BERHAD

An Islamic medium term notes (“**IMTN**”) programme (“**IMTN Programme**”), which together with an Islamic commercial paper (“**ICP**”) programme (“**ICP Programme**”), shall have a combined aggregate nominal value of up to RM2,000.0 million and a sub-limit on the ICP Programme of RM500.0 million in nominal value, based on the Shariah principle of Murabahah (via a tawarruq arrangement) involving selected Shariah-compliant commodities (collectively, the ICP and the IMTN shall be referred to as “**Sukuk Murabahah**” and the ICP Programme and the IMTN Programme shall collectively be referred to as “**Sukuk Programmes**”).

1.04 Other terms and conditions

- (1) **Identified assets** : Shariah-compliant commodities (excluding ribawi items in the category of medium of exchange such as currency, gold and silver) available at Bursa Suq al-Sila’ as approved by its Shariah adviser which will be identified on or prior to the time of issuance of the Sukuk Murabahah (“**Commodities**”).
- (2) **Purchase and selling price/ rental (where applicable)** : The “**Commodity Purchase Price**” shall be equivalent to the proceeds of the Sukuk Murabahah based on the issue price of the relevant Sukuk Murabahah and shall comply with the asset pricing requirement stipulated under the LOLA Guidelines.
- The “**Deferred Sale Price**” shall be equivalent to the Commodity Purchase Price of the relevant Sukuk Murabahah plus a profit margin to be determined prior to each issuance of the Sukuk Murabahah.
- (3) **Profit/ coupon/ rental rate** : The fixed profit rate per annum (“**Periodic Distribution Rate**”) for each tranche of the Sukuk Murabahah shall be determined prior to each issuance of the Sukuk Murabahah.
- Not applicable for Sukuk Murabahah without Periodic Distributions.
- (4) **Profit/ coupon/ rental payment frequency** : The Issuer shall pay the Periodic Distribution on semi-annual basis or such other period of frequency to be mutually agreed between the Issuer and the JLMs prior to each issuance of the Sukuk Murabahah (“**Periodic Distribution Period**”).

The “**Periodic Distribution Date**” means the last day of each Periodic Distribution Period.

Not applicable for Sukuk Murabahah without Periodic Distributions.

- (5) **Profit/ coupon/ rental payment basis** : The Periodic Distribution Amount will be calculated on actual/ 365 days basis (“**Periodic Distribution Basis**”).

The “**Periodic Distribution Amount**”, payable on any relevant Periodic Distribution Date, is calculated at the Periodic Distribution Rate on the nominal value of the relevant tranche of the Sukuk Murabahah for the relevant Periodic Distribution Period based on the Periodic Distribution Basis.

Not applicable for Sukuk Murabahah without Periodic Distributions.

- (6) **Details on utilisation of proceeds by Issuer** : The proceeds from the Sukuk Murabahah issued under the Sukuk Programmes shall be utilised by the Issuer’s for its Shariah-compliant general corporate purposes.

- (7) **Upsizing of a sukuk programme** : The Issuer has the option to upsize the limit of the Sukuk Programmes at any time and from time to time subject to the following being fulfilled prior to the exercise of the option to upsize by the Issuer:

- (i) where relevant, the consents from existing lenders/financiers of the Issuer being obtained,
- (ii) the compliance with the relevant requirements under Part 3 of the LOLA Guidelines; and
- (iii) the necessary corporate authorisations of the Issuer being obtained,

and the Sukukholders shall be deemed to have consented to such upsizing of the limit of the Sukuk Programmes in the Trust Deed. No consent is required from the Sukuk Trustee, the Facility Agent and any other party under the Sukuk Programmes when the upsizing of the limit of the Sukuk Programmes is exercised by the Issuer.

- (8) **Listing status and types of listing, where applicable** : The Sukuk Murabahah may be listed on Bursa Malaysia Securities Berhad (under an Exempt Regime).
- (9) **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 at least 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.
- (10) **Form and Denomination** : The Sukuk Murabahah shall be issued in accordance with:
- (a) the Participation and Operation Rules for Payments and Securities Services issued by MyClear (“**MyClear Rules**”); and
 - (b) the Operational Procedures for Securities Services issued by MyClear, as amended or replaced from time to time (“**MyClear Procedures**”) (collectively, “**MyClear Rules and Procedures**”).

Form

The Sukuk Murabahah shall be represented by a global certificate to be deposited with BNM and may be exchanged for definitive bearer form only in certain limited circumstances.

Denomination

The denomination of the Sukuk Murabahah shall be RM1 million or in multiples of RM1 million at the time of issuance.

- (11) **Issue** : The Sukuk Murabahah may be issued in multiples of RM1,000,000.00, but subject to the MyClear Rules and Procedures and other standard conditions including, without limitation, the following:

- (1) a minimum issue size of RM10.0 million for each issue; and
- (2) the issue notice shall be given to the Facility Agent at least eight (8) business days (for the first issue) or six (6) business days (for subsequent issues) prior to and excluding the date of proposed issue, or such shorter period to be agreed by the Facility Agent.

(12) Transaction Documents

: Completion, execution and delivery of all documentation in connection with the Sukuk Programmes which include inter-alia the following Transaction Documents:

- (i) the Programme Agreement;
- (ii) the Trust Deed;
- (iii) the Securities Lodgement Form;
- (iv) the relevant Islamic transaction documents as may be advised by the Legal Counsel and the Joint Shariah Advisers; and
- (v) all other documents of whatsoever nature executed or to be executed in connection with or pursuant to any of the above documents or otherwise in connection with the Sukuk Programmes, including any supplemental document(s) thereof, and references to a "Transaction Document" shall mean each or any one of them.

(13) Sukuk Trustees' Reimbursement Account for Sukukholders' Actions ("TRA")

: The Sukuk Trustee (on behalf of the Issuer) shall open and maintain a Shariah-compliant TRA with an Islamic bank to be appointed by the Issuer which is acceptable to the Sukuk Trustee with a sum of RM30,000.00.

The TRA shall be operated by the Sukuk Trustee and the monies shall only be used strictly by the Sukuk Trustee in carrying out its duties in relation to the occurrence of Event of Default or enforcement events in the manner as provided in the Trust Deed. This sum of money shall be maintained in the TRA at all times throughout the tenure of the Sukuk Programmes.

The monies in the TRA may be invested in Islamic based account, Shariah-compliant instruments or Shariah-compliant securities in the manner prescribed in the Trust Deed, with any income from such investment to be accrued to the Issuer. These monies shall be returned to the Issuer upon full redemption of the Sukuk Murabahah if no Event of Default or enforcement takes place under the Sukuk Programmes.

- (14) **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 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 shall not be required to gross up for any such deductions or withholdings.
- (15) **No Payment of Interest** : For the avoidance of doubt and notwithstanding any other provision to the contrary herein contained, it is agreed and declared that nothing in this principal terms and conditions and the Transaction Documents shall oblige or entitle any party nor shall any party pay or receive or recover interest on any amount due or payable to another party pursuant to the principal terms and conditions or the transaction documents and the parties hereby expressly waive and reject any entitlement to recover such interest.
- (16) **Purchase and Cancellation** : The Issuer or its subsidiaries or agent(s) of the Issuer may at any time purchase the Sukuk Murabahah at any price in the open market or by private treaty, but these purchased Sukuk Murabahah shall be cancelled and cannot be resold.
- (17) **Redemption** : Unless previously redeemed, purchased and cancelled, all outstanding Sukuk Murabahah will be redeemed by the Issuer at 100% of their nominal value on their respective maturity dates (“**Maturity Date**”).
- (18) **Jurisdiction** : The Issuer shall unconditionally and irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.
- (19) **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, and/or BNM having jurisdiction over matters pertaining to the Sukuk Murabahah.

(20) Disclosure of the following:

(a) 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/ since incorporation (for Issuer incorporated less than ten years) : None

(b) 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 : None

(21) Any other material information

Where the PDS or sukuk involves Originator(s), Obligor(s) and Corporate Guarantor(s), the information set out in sub-paragraph 1.01 must also be provided on the said entities : Not applicable.