

Exsim Capital Resources Berhad
Proposed Sukuk Musharakah Programme of up to RM2.0 billion in nominal value

Other terms and conditions		:	
(i)	Profit/coupon/rental rate	:	The expected profit rate (which shall be a fixed rate) will be determined and agreed prior to each issuance of the Sukuk Musharakah.
(ii)	Profit/coupon/rental payment frequency	:	The expected profit payable semi-annually in arrears, with the first payment to be made six (6) months from the relevant issue date(s) of the Sukuk Musharakah and the last payment to be made on the relevant Maturity Date(s) of the Sukuk Musharakah.
(iii)	Profit/coupon/rental payment basis	:	Actual/365.
(iv)	Details on utilisation of proceeds by issuer	:	<p>In respect of each Tranche of the Sukuk Musharakah, the proceeds of the Sukuk Musharakah shall be utilised by the Issuer for the following:</p> <ul style="list-style-type: none"> (i) to pay fees, cost and expenses related to the Sukuk Musharakah Programme, the Sukuk Murabahah Programme and where applicable the Kafalah facility; (ii) to prefund the Trustee's Reimbursement Account of the Sukuk Musharakah Programme and the trustee's reimbursement account of the Sukuk Murabahah Programme (which is only applicable in respect of the first issuance under the Sukuk Musharakah Programme); (iii) unless otherwise determined by the Lead Arranger, to prefund the Liquidity Account (as described in (as defined in the section entitled "Details of designated account(s), if applicable" above); and (iv) to finance the purchase consideration of the relevant Trust Assets. <p>The Developer shall in turn utilise the sale consideration from the sale of the relevant Trust Assets for the following:</p> <ul style="list-style-type: none"> (1) to repay any existing borrowings of any development project (if any), including for such purpose, to advance* to any other member(s) of the Exsim Development Group to make payment of the same; (2) to purchase new land banks for development purposes, which the Exsim Development Group has yet to identify; (3) for general working capital purposes; and (4) to advance* to any other member(s) of the Exsim Development Group for the purposes of refinancing such member's existing borrowings or for the purposes of (2) or (3) above. <p><i>* Note: The advancement to any member(s) of the Exsim Development Group shall be in a Shariah-compliant form which is subject to the approval of the Shariah Adviser.</i></p> <p>In any case, all utilisation of funds under the Sukuk Musharakah Programme shall be for Shariah-compliant</p>

Exsim Capital Resources Berhad
Proposed Sukuk Musharakah Programme of up to RM2.0 billion in nominal value

			purposes only.
(v)	Listing status and types of listing	:	The Sukuk Musharakah shall not be listed on Bursa Malaysia Securities Berhad or any other stock exchange.
(vi)	Eligibility Criteria	:	<p>Any proposed development project to be beneficially sold, must meet including but not limited to the following criteria:</p> <ol style="list-style-type: none"> 1. The development phase(s) must have been generated through the Developer's ordinary course of business and in accordance with its standard policies. 2. Residential properties only, however if under the relevant development phase there are commercial/retail units developed as part of the relevant phase, such a development phase may still be allowed provided; <ol style="list-style-type: none"> a. Progress billings to be collected will be based on a pre-defined milestone, as detailed under the relevant sales and purchase agreement, in a manner no less favourable than the scheduled payment of purchase price as governed under the HDA for residential property; and b. Total revenue from the retail units do not exceed thirty five percent (35.0%) (or such other percentage as agreed by the Credit Rating Agency) of the total gross development of the relevant phase; and c. By single value of retail units, the highest price of the retail units must not exceed one percent (1%) (or such other percentage as agreed by the Credit Rating Agency) of the total gross development value of the relevant phase; and d. Progress payment to be collected will be directly deposited into the relevant HDA Account and/or PDA and utilisation of such funds/amounts to be drawn down will be based against third party i.e. engineer/quantity surveyor or architect's certificate on work done. 3. The development project(s) must have at least one hundred fifty (150) units. 4. In order for the relevant phase to be eligible under the Sukuk Musharakah Programme, the lock in sales / take-up rates of the relevant phase(s) must achieve a sales / take-up rates of at least seventy percent (70%) (or such other percentage as agreed by the Credit Rating Agency) by end-purchasers wherein lock in sales / take up rates is defined as having executed the relevant sales and purchase agreements and secured end-financing facilities with Letter(s) of Undertaking issued by respective end financiers. In addition, the relevant phase must have met break even sales including relevant development project land costs and financing cost under the relevant Tranche of the Sukuk Musharakah. 5. The completion date of the project(s) or scheduled Certificate of Completion and Compliance ("CCC") which is the Developer's targeted CCC date should be before the Expected Maturity of the relevant Tranche of the Sukuk Musharakah. 6. Report from the IPC in form and content acceptable to

			<p>the Credit Rating Agency, the Lead Arranger/Facility Agent and/or Security Trustee confirming the achievability of the completion date and cost to completion estimates.</p> <p>7. There is no prohibition or restriction on or requirement for consent to be obtained or notice to be given (other than pursuant to Section 4(3) of the Civil Law Act 1966) for any assignment, transfer or sale of, or the grant of any participation in the Sale and Purchase Agreement(s).</p> <p>8. Save for the retention sum required during the defect liability period, all payments under the respective sale and purchase agreement(s) are free from any set-offs, claims or refunds that would result in a reduction in any payments due there under except where there are overpayments by the end-purchasers.</p> <p>9. The scheduled date of completion of the subject units must not exceed 36 months (in respect of landed dwellings) and 48 months (in respect of apartments/condominiums) from the relevant sales and purchase agreement date or such other period as agreed by the Credit Rating Agency.</p> <p>Any other criteria as agreed from time to time with the Credit Rating Agency.</p>
(vii)	Trigger Events	:	<p>The following are not dissolution events on the Sukuk Musharakah, but a breach of any of them, if not remedied, will or may (as the case may be) trigger the Security Trustee to step in, with the assistance of the PMC duly registered and approved by the Ministry of Housing and Local Government proceed to manage the on-going works of the development project. Thus, the Musharakah Venture will still continue. The occurrence of such event will not trigger a cross occurrence of Trigger Events in respect of other Tranches. Except for items 2 and 3 below, the remedy period shall be thirty (30) days from the date of occurrence of the Trigger Event. With regard to items 2 and 3 below, the remedy period is seven (7) days.</p> <ol style="list-style-type: none"> 1. The Developer and/or the Sponsor fails to comply with its obligation under the Sukuk Musharakah Programme. 2. Non-payment of the Musharakah Capital at the Expected Maturity Date . 3. Failure to top-up the Liquidity Account in the event that the Liquidity Account is pre-funded from the proceeds of the Sukuk Musharakah. 4. The Developer and/or the Sponsor are/is unable to meet its debt / financial obligation on a timely basis. 5. The Developer and/or the Sponsor are/is insolvent. 6. The Developer and/or the Sponsor are/is part of a scheme of arrangement under section 366 of the Companies Act 2016; 7. Where a receiver has been appointed over whole or a substantial part of the assets of the Developer and/or the Sponsor; or 8. The completion date for construction is revised such that the Developer is unable to complete the relevant development project by the scheduled CCC pursuant to the IPC's quarterly review of the relevant development project.

			<p>Following its appointment, the PMC will on a monthly or such other shorter period to be agreed with Security Trustee and Credit Rating Agency (collectively the “Said Parties”), review and report on the on-going progress of the relevant development project in form and content acceptable to the Said Parties.</p>
(viii)	Tenure of the Sukuk Musharakah	:	<p>Each Sukuk Musharakah shall be issued for a tenure of more than one (1) year up to an expected maturity of four (4) years or such other period as agreed between the Issuer and the Lead Arranger (“Expected Maturity”) with a legal scheduled dissolution (“Legal Maturity”) falling at least six (6) months after the respective date of the Expected Maturity (“Legal Maturity Date”) and shall not exceed the tenure of the Sukuk Mursharakah Programme.</p> <p>Non-payment of the Sukuk Musharakah on the Expected Maturity date (“Expected Maturity Date”) shall not by itself constitute a Dissolution Event.</p>
(ix)	Issue Price (RM)	:	<p>The Sukuk Musharakah may be issued at par, at a discount or at a premium.</p> <p>The issue price of the Sukuk Musharakah shall be determined prior to each issuance.</p>
(x)	Yield to Maturity (%)	:	<p>The yield to maturity will be determined prior to issuance.</p>
(xi)	Form and denomination	:	<p>The Sukuk Musharakah shall be issued in accordance with</p> <ul style="list-style-type: none"> (i) the “Participation and Operation Rules for Payments and Securities Services” issued by Payments Network Malaysia Sdn Bhd (“PayNet”) (formerly known as Malaysian Electronic Clearing Corporation Sdn Bhd) (“PayNet Rules”); (ii) the Operational Procedures for Securities Services” issued by PayNet (“PayNet Procedures”) or their replacement thereof (collectively “PayNet Rules and Procedures”) applicable from time to time; and (iii) any other procedures/guidelines/rules issued by the relevant authorities from time to time (as the same may be amended and/or substituted from time to time). <p>Each Tranche of the Sukuk Musharakah 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 Musharakah shall be RM1,000 or in multiples of RM1,000 at the time of issuance.</p>

Exsim Capital Resources Berhad
Proposed Sukuk Musharakah Programme of up to RM2.0 billion in nominal value

(xii)	Redemption	:	<p>The relevant Tranche of the Sukuk Musharakah will be redeemed by the Issuer at 100% of their nominal value on their respective maturity dates.</p>
(xiii)	Liquidity ICP	:	<p>The Sukuk Murabahah may be issued under the Sukuk Murabahah Programme to fund any shortfall in meeting the profit payment and senior expenses arising out of that Tranche of the Sukuk Musharakah, including fees and expenses relating to the relevant Sukuk Murabahah issued pursuant to the relevant Tranche of the Sukuk Musharakah, as well as any contingent fees payable to the PMC.</p> <p>The amount and tenure required to be made available in respect of the Liquidity ICP which may be issued for the relevant Tranche of the Sukuk Musharakah under the Sukuk Musharakah Programme will be subjected to the assessment of the Credit Rating Agency in respect of the relevant development project of that Tranche of the Sukuk Musharakah.</p> <p>The Liquidity ICP shall be issued when required for purposes of the relevant Tranche of the Sukuk Musharakah and the proceeds from the Liquidity ICP shall be deposited into the Liquidity Account.</p> <p>The Liquidity ICP shall be redeemed from funds in the order of priority as provided in the description of the Escrow Account.</p>
(xiv)	Construction Reserve ICP	:	<p>The Sukuk Murabahah may be issued under the Sukuk Murabahah Programme as required by the IPC to fund construction of the relevant development project in the event that the amounts standing in the relevant HDA Account and the PDA (if applicable) are insufficient to fund construction of the relevant development project.</p> <p>The amount (which may be a combined limit with the Cost Overrun ICP or a stand alone limit) and tenure required to be made available in respect of the Construction Reserve ICP which may be issued for the relevant Tranche of the Sukuk Musharakah under the Sukuk Musharakah Programme will be subjected to the assessment of the Credit Rating Agency in respect of the relevant development project of that Tranche of the Sukuk Musharakah.</p> <p>Such proceeds from the issuance of the Construction Reserve ICP will be deposited directly into the Escrow Account wherein the Security Trustee will be the sole authority to release such funds against third party i.e. engineer/quantity surveyor or architect's certificate on work done for the relevant development project together with invoices (if any) or other supporting documents for such payments to be made.</p> <p>The Construction Reserve ICP would be redeemed from funds in the order of priority as provided in the description of the Escrow Account.</p>

Exsim Capital Resources Berhad
Proposed Sukuk Musharakah Programme of up to RM2.0 billion in nominal value

(xv)	Completion Undertaking		<p>An irrevocable and unconditional undertaking by the Developer and/or the Sponsor to fund construction costs after the amounts captured under the HDA Account and the PDA under the relevant development project have been fully utilized and the available limit to issue the Construction Reserve ICP in respect of the relevant development project has been fully utilised and such proceeds applied towards payment of the construction costs or if the Developer is prevented or prohibited from withdrawing any such amounts from the HDA Account and the PDA for any reason beyond the control of the Developer and/or the Sponsor.</p> <p>For the avoidance of doubt, the construction costs shall be defined as the costs incurred or to be incurred in connection with the construction, development and completion of the relevant development project, excluding land cost, land related costs, interest and financing costs in relation to the relevant development project.</p> <p>The obligation of the Sponsor under the Completion Undertaking shall not be affected in any way by the Sponsor ceasing to own (whether directly or indirectly) legally and/or beneficially any shareholding interest in the relevant Developer undertaking the relevant development project.</p> <p>The Developer and/or the Sponsor shall remit the amount under the Completion Undertaking into the Escrow Account within fourteen (14) business days following the receipt of a written notice by the Issuer or Security Trustee.</p> <p>In the event that the Developer or the Sponsor fails to make payment under the Completion Undertaking, the Issuer/the Security Trustee will proceed to issue the required Cost Overrun ICP.</p>
(xvi)	Cost Overrun ICP	:	<p>Sukuk Murabahah may be issued under the Sukuk Murabahah Programme to fund construction costs if the Developer and/or the Sponsor fail to perform their obligations under the Completion Undertaking within fourteen (14) business days following the receipt of a written notice by the Issuer or Security Trustee.</p> <p>The amounts of the Cost Overrun ICP to be made available shall be an amount of the budgeted construction costs to completion of the relevant development project to be determined by the Credit Rating Agency.</p> <p>The amount (which may be a combined limit with the Construction Reserve ICP or a stand alone limit) and tenure required to be made available in respect of the Cost Overrun ICP which may be issued for the relevant Tranche of the Sukuk Musharakah under the Sukuk Musharakah Programme will be subjected to the assessment of the Credit Rating Agency in respect of the relevant development project of that Tranche of the Sukuk Musharakah.</p>

			<p>For the avoidance of doubt, the issuance of the Cost Overrun ICP shall not be restricted in any way by the Sponsor ceasing to own (whether directly or indirectly) legally and/or beneficially any shareholding interest in the relevant Developer undertaking the relevant development project.</p> <p>The Issuer shall issue the Cost Overrun ICP promptly to pay the construction cost within seven (7) business days following the receipt of a written notice by the Issuer or Security Trustee that the Developer and/or the Sponsor has failed to perform its obligation under the Completion Undertaking. Such proceeds from the issuance of the Cost Overrun ICP will be deposited directly into the Escrow Account wherein the Security Trustee will be the sole authority to release such funds against third party i.e. engineer/quantity surveyor or architect's certificate on work done for the relevant development project together with invoices (if any) or other supporting documents for such payments to be made.</p> <p>The Cost Overrun ICP shall be redeemed from funds in order of priority as provided in the description of the Escrow Account.</p>
(xvii)	Reduction Schedule/ Amortisation		<p>In respect of the availability limit of the Liquidity ICP, the Cost Overrun ICP and the Construction Reserve ICP, such availability limit may be amortised on a quarterly basis in accordance with the IPC Report prepared by the relevant IPC and to be reviewed by the Credit Rating Agency. The amount to be amortised shall be determined prior to the issuance of the relevant Tranche of the Sukuk Musharakah and confirmed by the relevant IPC and the Issuer and such confirmation shall be provided to the Facility Agent and the Credit Rating Agency.</p>
(xviii)	Limited Recourse and Non-Petition	:	<p>The liability of the Issuer to make Periodic Distributions and principal repayments on the relevant Tranche of the Sukuk Musharakah is limited to the relevant Trust Assets and the assets charged as security in respect of the relevant Tranche of the Sukuk Musharakah.</p> <p>Once the Trust Assets and the charged assets have been exhausted and there are still obligations of the Issuer that remain outstanding, the outstanding obligations shall be deemed extinguished and the relevant Sukukholders and the other transaction parties shall be deemed to agree that they shall not have any further legal rights as against the Issuer and accordingly, they shall not be entitled to file a petition for or institute or join any other person in instituting proceedings for the reorganisation, liquidation, winding-up or receivership of the Issuer or other similar proceedings under any applicable laws.</p>
(xix)	Transaction Documents	:	<p>Transaction for the Sukuk Musharakah Programme include, inter alia, the following documents:</p> <ol style="list-style-type: none"> Programme Agreement; Musharakah Agreement(s);

Exsim Capital Resources Berhad
Proposed Sukuk Musharakah Programme of up to RM2.0 billion in nominal value

			<ul style="list-style-type: none"> c. Corporate Administration Agreement; d. Trust Deed; e. Purchase Agreement(s); f. Management Agreement(s); g. Agency Agreement(s); h. Securities Lodgement Form; i. Sponsor/Developer Undertaking(s) j. Purchase Undertaking(s); k. Security Documents; l. Security Sharing Agreement; m. All other documents relating to the Sukuk Musharakah Programme to be advised by the Solicitors
(xx)	Taxation	:	<p>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 the Government 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 the event the withholding or deduction is required, the Issuer shall not be required to make payment of such additional amount in respect of such withholding or deduction.</p>
(xxi)	Trustee's Reimbursement Account	:	<p>An account designated as "Trustee's Reimbursement Account for Sukukholders' Actions" (as required under the Trust Deeds Guidelines effective on 12 August 2011) shall be opened and maintained with a sum of RM30,000.00 therein. The Trustee's Reimbursement Account shall be operated by the Trustee and the monies shall only be used strictly by the Trustee in carrying out its duties in relation to the occurrence of Events of Default or enforcement events as provided in the relevant Transaction Documents. The sum of RM30,000.00 in the Trustee's Reimbursement Account shall be maintained at all times as long as there is money outstanding under the Sukuk Musharakah Programme. For the avoidance of doubt, the proceeds for the Trustee's Reimbursement Account shall be derived from the issuance proceeds for the first issuance under the Sukuk Musharakah Programme.</p>
(xxii)	Expected Return		<p>An amount calculated based on the expected yield to maturity of the Sukuk Musharakah at the point of issuance of the Sukuk Musharakah up to the Scheduled Dissolution Date or the Dissolution Declaration Date or the Early Dissolution Date, as the case may be.</p>
(xxiii)	Exercise Price	:	<p>The Exercise Price for the Sukuk Musharakah shall mean the amount payable in consideration for the purchase of the Sukukholder(s)' proportionate interest in the Musharakah Venture under the relevant Tranche of the Sukuk Musharakah and shall be determined as follows:</p> <ul style="list-style-type: none"> a. <u>On Scheduled Dissolution Date</u> Exercise Price shall be equal to the Musharakah Capital

			<p>plus Expected Return less aggregate of Periodic Distributions made and received less Advance Part Payment (if any).</p> <p>b. <u>On Dissolution Declaration Date</u> Exercise Price shall be equal to the Musharakah Capital plus Expected Return less aggregate of Periodic Distributions made and received less Advance Part Payment (if any).</p> <p>For purposes of this sub-paragraph, Expected Return shall be calculated up to the Dissolution Declaration Date.</p> <p>c. <u>On Early Dissolution Date pursuant to Mandatory Redemption of Sukuk Musharakah</u> The Exercise Price shall be equal to the par value of the Sukuk Musharakah being redeemed pursuant to the Mandatory Redemption of Sukuk Musharakah plus the accrued but unpaid Periodic Distributions (the Expected Return less aggregate of Periodic Distributions made) as at the Early Dissolution Date (if any) less Advance Part Payment, if any.</p> <p>For purposes of this sub-paragraph, Expected Return shall be calculated up to the Early Dissolution Date.</p>
(xxiv)	Musharakah Capital	:	<p>The Sukukholders shall via the Issuer contribute capital which will be utilised for the Musharakah.</p> <p>The Musharakah Capital will essentially be equal to the issue proceeds of the relevant Tranche of the Sukuk Musharakah.</p>
(xxv)	Kafalah provider	:	<p>If required for the Sukuk Musharakah, such Kafalah provider(s) with a rating acceptable to the Credit Rating Agency of the Sukuk Musharakah providing Kafalah under the Sukuk Murabahah Programme.</p>
(xxvi)	Sukuk Murabahah	:	<p>The Sukuk issued or to be issued by the Issuer under the Shariah principles of Murabahah (via Tawarruq) under the Sukuk Murabahah Programme and if required, guaranteed by the Kafalah provider.</p>
(xxvii)	Sukuk Murabahah Programme	:	<p>Sukuk Murabahah Programme of up to RM1.0 billion in nominal value established by the Issuer.</p>
(xxviii)	Other conditions	:	<p>The Sukuk Musharakah shall at all times be governed by the guidelines issued and to be issued from time to time by the SC, BNM, PayNet and/or any other authority in Malaysia having jurisdiction over matters pertaining to the Sukuk Musharakah.</p>