

SC LODGEMENT KIT

SINAR KAMIRI SDN BHD (formerly known as MGB Enterprise Sdn Bhd) (Company No: 851378-X)

SUKUK ISSUANCE OF UP TO RM245.0 MILLION IN NOMINAL VALUE UNDER THE SHARIAH PRINCIPLE OF WAKALAH BI AL-ISTITHMAR

	Other terms and conditions	
i)	Disclosure	
	(a) If the Issuer or its Board Members have been convicted or charged with any offence under the securities laws, corporation laws or other laws involving fraud or dishonesty in 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); and	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	Not Applicable

		by the stock exchange, for the past five years prior to the date of lodgement.	
	ii)	Details on utilisation of proceeds by Issuer	<p>The Issuer, as the recipient of the investment proceeds and the Commodity Purchase Price, will then use the same for Shariah-compliant purposes as follows:</p> <ol style="list-style-type: none"> a. Part-finance all costs associated with the design, engineering, procurement, construction, commissioning, ownership, operation and maintenance of the Project; b. Payment towards full settlement of the Bridging Facility and LC Facility including all fees and expenses incurred thereunder; c. Deposits into the Finance Service Reserve Account to meet the Finance Service Reserve Requirement and the Profit Accrual Requirement; d. Payment of all fees and expenses in relation to the Green SRI Sukuk Wakalah; e. Payment of RM30,000 to be deposited into the Sukuk Trustee's Reimbursement Account; and f. The balance, if any, shall be utilised to meet the Shariah-compliant general working capital requirements of the Issuer. <p>Note: The Project is deemed to be an Eligible Green SRI project under the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework issued by the SC on 9 March 2015 and revised on 16 January 2017 ("LOLA Guidelines") pursuant to paragraph 7.04 (b) (i) (new or existing renewable energy – solar) of Part 3, Section B of the LOLA Guidelines.</p>
	iii)	Identified asset / Trust asset	The "Trust Assets" shall comprise the Sukuk Proceeds, the Wakalah Investments and the rights, title, interest, entitlement and benefit in, to and under the relevant Transaction Documents.
	iv)	Purchase and selling price/rental, where applicable – compliance with	In respect of the Commodity Murabahah Investment, the Commodity Purchase Price and Deferred Sale Price shall be determined prior to issuance of the Green SRI Sukuk Wakalah.

		asset pricing requirements	
	v)	Profit/coupon/rental rate (fixed or floating)	<p>For such series of the Green SRI Sukuk Wakalah with Periodic Distributions, the expected periodic distribution rate (“Periodic Distribution Rate”) shall be the fixed rate to be determined and agreed between the Issuer and the Joint Lead Managers prior to the date of issuance of such series of the Green SRI Sukuk Wakalah.</p> <p>Expected Periodic Distribution Amount shall be calculated based on the Periodic Distribution Rate at the nominal value of the relevant series of the Green SRI Sukuk Wakalah.</p> <p>Not applicable for such series of the Green SRI Sukuk Wakalah without Periodic Distributions.</p>
	vi)	Profit/coupon/rental payment frequency	<p>For such series of the Green SRI Sukuk Wakalah with Periodic Distributions, the payment frequency of the Periodic Distributions shall be semi-annual or such other period in arrears (“Periodic Distribution Date”) as the Issuer and the Joint Lead Managers may agree prior to each issuance of such series of the Green SRI Sukuk Wakalah.</p> <p>Not applicable for such series of the Green SRI Sukuk Wakalah without Periodic Distributions.</p>
	vii)	Profit/coupon/rental payment basis	<p>For such series of the Green SRI Sukuk Wakalah with Periodic Distributions, the Periodic Distributions shall be calculated on the basis of actual/365 days (“Periodic Distribution Basis”).</p> <p>Not applicable for such series of the Green SRI Sukuk Wakalah without Periodic Distributions.</p> <p>The “Expected Periodic Distribution Amount” on any relevant Periodic Distribution Date is calculated at the Periodic Distribution Rate on the nominal value of the relevant series of the Green SRI Sukuk Wakalah based on the Periodic Distribution Basis.</p>
	viii)	Exercise Price	<p>The Exercise Price for the purchase of the Shariah-compliant Business shall be at the market value of the Shariah-compliant Business, at the relevant Scheduled Dissolution Date(s) or the Dissolution Declaration Date, as the case may be.</p>

ix)	Dissolution Distribution Amount	<p>On the Scheduled Dissolution Date:</p> <p>a. <u>in the case of such series of the Green SRI Sukuk Wakalah with Periodic Distributions</u></p> <p>The Dissolution Distribution Amount shall be equivalent to:</p> <p>i. the nominal value of relevant series of the Green SRI Sukuk Wakalah; plus</p> <p>ii. the accrued but unpaid Expected Periodic Distribution Amount (if any), accrued up to the Scheduled Dissolution Date.</p> <p>b. <u>in the case of such series of the Green SRI Sukuk Wakalah without Periodic Distributions</u></p> <p>The Dissolution Distribution Amount shall be equivalent to the nominal value of relevant series of the Green SRI Sukuk Wakalah.</p> <p>On the Dissolution Declaration Date:</p> <p>a. <u>in the case of such series of the Green SRI Sukuk Wakalah with Periodic Distributions</u></p> <p>The Dissolution Distribution Amount shall be equivalent to:</p> <p>i. the nominal value of relevant series of the Green SRI Sukuk Wakalah; plus</p> <p>ii. the accrued but unpaid Expected Periodic Distribution Amount (if any), accrued up to the Dissolution Declaration Date.</p> <p>b. <u>in the case of such series of the Green SRI Sukuk Wakalah without Periodic Distributions</u></p> <p>The Dissolution Distribution Amount shall be equivalent to the accreted value of the relevant series of Green SRI Sukuk Wakalah.</p>
x)	Definitions	: “Bridging Facility” means the bridging facility of up to RM10.0 million granted or to be granted by United Overseas Bank (Malaysia) Bhd to the Issuer to part finance the construction costs of the Project.

			<p>“Eligible Green SRI projects” means such projects referred to in Section 7.03 under Chapter 7 of Part 3 of the LOLA Guidelines.</p> <p>“Independent Consulting Engineer” means the independent and lender’s certified consulting engineer engaged by the Issuer in respect of the Project.</p> <p>“Insurance Adviser” means Marsh Insurance Brokers (M) Sdn Bhd.</p> <p>“Landowner” means Koperasi Kemajuan Tanah Perak Berhad (No. Koperasi. 1908/20.4.1953).</p> <p>“LC Facility” means the letter of credit facility of up to USD31.0 million granted or to be granted by United Overseas Bank (Malaysia) Bhd to the Issuer to part finance the procurement of equipment for the Project.</p> <p>“Main Contractor” means Entrutech Sdn Bhd.</p> <p>“Material Adverse Effect” means any event or circumstances the occurrence of which has resulted in, or will likely result in a material adverse effect on:</p> <ol style="list-style-type: none"> a. the business or condition (financial or otherwise) or results of the operations of the Issuer and/or the Security Parties; b. the ability of the Issuer and/or the Security Parties to perform any of their respective obligations under any of the Transaction Documents to which it is a party; or c. the legality, validity and enforceability of any of the Transaction Documents and/or the Project Agreements. <p>“NLFCS Lease Land” means such part of the piece of land held under Geran 121616 for Lot No. 14900 situated in Daerah Kuala Kangsar, Mukim Sungai Siput, Negeri Perak registered in the name of Koperasi NLFCS Berhad (which is to be purchased by the Issuer and thereafter to be surrendered to the land administrator pursuant to Section 200 of the National Land Code, 1965), and in respect of which the underground electricity transmission lines for passage of electricity and pipes and cables for passage of water, telecommunication services and other utilities are to be laid and also as access route for the authorised workmen contractors agents and servants</p>
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			<p>of TNB and the Issuer to access to the NLFCS SPA Land.</p> <p>“NLFCS SPA Land A” means such part of the NLFCS SPA Land on which the Issuer’s interconnection facility is to be constructed and to be registered in the name of the Issuer.</p> <p>“NLFCS SPA Land B” means such part of the NLFCS SPA Land on which the switching station is to be constructed and to be transferred to TNB pursuant to the terms of the PPA.</p> <p>“Power Plant” means the solar photovoltaic energy generating facility to be constructed on the PV Site Land.</p> <p>“Project” means, collectively, the financing, design, engineering, procurement, construction, installation, testing, commissioning, ownership, operation and maintenance of, inter alia, the Power Plant, the Project Land, the interconnection facilities and associated facilities in accordance with the terms of the Project Agreements.</p> <p>“Project Agreements” means collectively, the following agreements entered into in relation to the Project:-</p> <ol style="list-style-type: none"> a. the Power Purchase Agreement dated 16 March 2017 and entered into between the Issuer and TNB (“PPA”); b. the Engineering, Procurement and Construction Contract dated 24 August 2017 and entered into between the Issuer and the Main Contractor (“EPC Contract”); c. the Operation and Maintenance Agreement dated 30 August 2017 and entered into between the Issuer and Mudajaya Industries Sdn Bhd; d. the Land Lease Agreement dated 19 September 2016 and the supplementary agreement dated 30 June 2017, both entered into between Mudajaya Corporation Berhad (“MCB”) and the Landowner for the lease of the PV Site Land to the Issuer, as novated or to be novated by MCB to the Issuer pursuant to the novation agreement made or to be made between the Landowner, MCB and the Issuer (“PV Site Land Lease Agreement”);
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			<p>e. the Sale and Purchase Agreement dated 2 August 2017 and entered into between Koperasi NLFCS Berhad as vendor and the Issuer as purchaser in respect of the sale and purchase of the NLFCS SPA Land (“NLFCS Land SPA”);</p> <p>f. the lease agreement entered or to be entered into between State Agricultural Development Corporation as lessor and the Issuer as lessee for the lease of the SADC Land to the Issuer (“SADC Lease Agreement”);</p> <p>g. all insurance policies / Takaful contracts; and</p> <p>h. all other agreements entered or to be entered into.</p> <p>“PV Site Land” means such part of the piece of land held under PN 400672 for Lot 3702 situated in Daerah Kuala Kangsar, Mukim Pulau Kamiri, Negeri Perak and registered in the name of the Landowner, and in respect of which the Power Plant is to be constructed thereon.</p> <p>“Project Land” means collectively, the PV Site Land, the NLFCS SPA Land and the SADC Land.</p> <p>“Project Party” means parties to the Project Agreements.</p> <p>“SADC Land” means such part of the piece of land held under HS(D) 16096 for PT 3336 situated in Daerah Kuala Kangsar, Mukim Pulau Kamiri, Negeri Perak and registered in the name of State Agricultural Development Corporation, and in respect of which is to be used as access to the PV Site Land.</p> <p>“Security Party” means the Sponsor, the Main Contractor (during the subsistence of the Assignment of Proceeds) and any other party from time to time providing security to secure the redemption of the Green SRI Sukuk Wakalah.</p> <p>“Shareholder” means Mudajaya RE Sdn Bhd (formerly known as MJC Plantations Sdn Bhd).</p> <p>“Sponsor” means Mudajaya Group Berhad.</p> <p>“NLFCS SPA Land” means all that piece of land held under Geran 53413 for Lot No. 2965 situated in Daerah Kuala Kangsar, Mukim Sungai Siput, Negeri Perak and to be registered in the name of the Issuer, which is to be</p>
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			<p>subdivided into the NLFCS SPA Land A and the NLFCS SPA Land B.</p> <p>“Total Loss” means the total loss or destruction of, or damage to the whole (and not part only) of the Power Plant or any event or occurrence that renders the whole (and not part only) of the Power Plant permanently unfit for any economic use and the repair or remedial work in respect thereof is wholly uneconomical.</p> <p>“Transaction Documents” means collectively, the following:-</p> <ol style="list-style-type: none"> a. the Facility Agreement; b. the Trust Deed; c. the Subscription Agreement; d. the Securities Lodgement Form for Central Securities Depository and Paying Agency Services; e. the relevant Islamic agreements; f. the Security Agency Agreement; g. the Charge over PV Site Lease; h. the Charge over NLFCS SPA Land A; i. the Debenture; j. the Deed of Assignment; k. the Assignment of Proceeds; l. the Assignment and Charge over Designated Accounts; m. the Sponsor’s Letter of Undertaking; and n. such other documents or agreements designated as such by the Joint Lead Arrangers in connection with the Green SRI Sukuk Wakalah.
	xi)	Availability period of debt or sukuk programme	: The period commencing from the date of fulfilment of conditions precedent for the issuance of the Green SRI Sukuk Wakalah up to the date falling sixty (60) business days after the date of Lodgement.

	xii)	Sukuk Trustee's Reimbursement Account	:	<p>The Issuer shall open and maintain a Shariah-compliant account designated as "Sukuk Trustees' Reimbursement Account for Sukukholders' Actions" (as required under the SC's Trust Deeds Guidelines (revised on 12 July 2011 and effective on 12 August 2011), in which a sum of RM30,000.00 is to be deposited. The Sukuk Trustees' Reimbursement Account 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 a Dissolution Event which shall be provided in the Trust Deed. The sum of RM30,000.00 in the Sukuk Trustees' Reimbursement Account shall be maintained at all times throughout the tenure of the Green SRI Sukuk Wakalah.</p>
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