

## Other terms and conditions

- (1) SC LOLA Guidelines : The Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework issued by the SC on 9 March 2015, effective on 15 June 2015, and revised on 1 September 2022, as amended, supplemented and/or substituted from time to time.
- (2) Details on utilisation of proceeds : The proceeds raised from the issuance of the Perpetual Sukuk Wakalah under the Perpetual Sukuk Wakalah Programme shall be utilised for the Issuer and/or its group of companies' Shariah-compliant purposes comprising:
- (i) capital expenditures;
  - (ii) refinancing of existing financing or borrowings or future financing;
  - (iii) working capital;
  - (iv) other general corporate purposes; and
  - (v) to defray fees, costs and expenses relating to the establishment and/or issuance of the Perpetual Sukuk Wakalah Programme.

For issuance of Sustainability-Linked Perpetual Sukuk Wakalah or Sustainability Perpetual Sukuk Wakalah, the utilisation of the proceeds thereof shall be further subject to the requirements as set out in the applicable Sustainability-Linked Principles or Sustainability Framework under which such Perpetual Sukuk Wakalah are issued.

- (3) Status : The Perpetual Sukuk Wakalah shall constitute the undivided and proportionate beneficial interest in the relevant Trust Assets. The Perpetual Sukuk Wakalah, pursuant to the relevant Transaction Documents, shall rank pari passu and without any preference among themselves and subject to those preferred by law and the Transaction Documents, rank as follows:
- (a) pari passu with the Issuer's Parity Obligations;
  - (b) in priority to the holders of Junior Obligations of the Issuer; and
  - (c) junior to the claims of all other present and future creditors of the Issuer (other than the Issuer's Parity Obligations).

**"Junior Obligations"** means any class of the Issuer's share capital including, without limitation, any ordinary shares and preference shares in the capital of the Issuer, and any other instruments or securities issued, entered into or guaranteed

by the Issuer whether by its terms or by operation of law, which are subordinated to the Perpetual Sukuk Wakalah.

**"Parity Obligations"** means any instrument or security (other than ordinary shares or preference shares) issued, entered into or guaranteed by the Issuer that is expressed to rank, whether by its terms or by operation of law, pari passu with the Perpetual Sukuk Wakalah.

(4) Issue Tenure : Perpetual.

(5) Dissolution Distribution Amount : **1. Redemption on an Enforcement Event Dissolution Date**

The Dissolution Distribution Amount shall be equivalent to:

- (a) the nominal value of the Perpetual Sukuk Wakalah; plus
- (b) any Expected Periodic Distribution Amount (including any Arrears of Deferred Periodic Distribution and any Additional Periodic Distribution Amount) payable and unpaid up to the Enforcement Event Dissolution Date.

## **2. Optional Redemption**

The Dissolution Distribution Amount shall be equivalent to:

- (a) the nominal value of the Perpetual Sukuk Wakalah; plus
- (b) any Expected Periodic Distribution Amount (including any Arrears of Deferred Periodic Distribution and any Additional Periodic Distribution Amount) payable and unpaid up to the date of redemption of the relevant Perpetual Sukuk Wakalah.

## **3. Redemption Events (other than Optional Redemption)**

### Prior to the First Call Date

The Dissolution Distribution Amount shall be equivalent to:

- (a) the higher of (i) nominal value of all the outstanding Perpetual Sukuk Wakalah; or (ii) the Make-Whole Amount (as defined below); plus
- (b) any Expected Periodic Distribution Amount (including any Arrears of Deferred Periodic Distribution and any Additional Periodic Distribution Amount) payable and

unpaid up to the date of redemption of the relevant Perpetual Sukuk Wakalah.

On or after the First Call Date

The Dissolution Distribution Amount shall be equivalent to:

- (a) the nominal value of the Perpetual Sukuk Wakalah; plus
- (b) any Expected Periodic Distribution Amount (including any Arrears of Deferred Periodic Distribution and any Additional Periodic Distribution Amount) payable and unpaid up to the date of redemption of the relevant Perpetual Sukuk Wakalah.

(6) Issue Price : The Perpetual Sukuk Wakalah may be issued at par, at a premium or at a discount to its nominal value, which shall be determined prior to each issuance. The Issue Price shall be calculated in accordance with the Rules and Procedures (as defined in the section entitled “*Other terms and conditions - Form and denomination*”).

(7) Identified asset or trust asset : Identified Asset:

The Identified Assets are the Wakalah Investments which shall comprise a combination of investments in the following:

- (i) the Shariah-compliant Business; and
- (ii) the Commodities.

The “**Commodities**” to be transacted under the Commodity Murabahah Investment shall be Shariah-compliant commodities, which include but not limited to crude palm oil or such other acceptable commodities (excluding ribawi items in the category of medium of exchange such as currency, gold and silver) which are provided through Bursa Suq Al-Sila’ or such other commodity trading platforms acceptable to the JSAs which will be identified from time to time, at or around the time of issuance of the Perpetual Sukuk Wakalah.

Trust Assets:

The “**Trust Assets**” shall comprise of:

- (a) the Sukuk Proceeds;
- (b) the Wakalah Investments (comprising the Shariah-compliant Business and the Commodity Murabahah Investment); and

(c) the rights, title, interest, entitlement and benefit in, to and under the Transaction Documents.

(8) Periodic Distribution Rate : The expected periodic distribution rate ("**Periodic Distribution Rate**") shall be a fixed rate determined prior to each issuance of the Perpetual Sukuk Wakalah.

The Periodic Distribution Rate shall be:

1. in respect of the period from and including the issue date to, but excluding the First Call Date, the Initial Periodic Distribution Rate (as defined below); and
2. in respect of the period from and including the First Call Date and each Call Date falling thereafter to, but excluding the immediately following Call Date, the Relevant Reset Periodic Distribution Rate (as defined below) applicable for such period.

For this purpose,

**"Initial Periodic Distribution Rate"** means in relation to any Tranche of Perpetual Sukuk Wakalah, the expected rate of periodic distribution agreed by the Issuer prior to the issue of such Tranche of Perpetual Sukuk Wakalah.

**"Initial Spread"** means in relation to any Tranche of Perpetual Sukuk Wakalah, the margin/spread determined prior to the issue of such Tranche of the Perpetual Sukuk Wakalah.

**"Relevant Reset Periodic Distribution Rate"** means in relation to any Tranche of the Perpetual Sukuk Wakalah, the aggregate of:

1. the Reset MGS Rate (as defined below);
2. the Initial Spread (as defined below); and
3. the applicable Step-Up Margin (as defined below).

**"Reset MGS Rate"** means the rate in percentage per annum equal to the relevant Malaysian Government Securities ("**MGS**") rate for a tenure corresponding to the Reset Period of the relevant Tranche of the Perpetual Sukuk Wakalah.

**"Reset Period"** means such reset period as shall be agreed between the Issuer and the JLMs for any particular Tranche of the Perpetual Sukuk Wakalah prior to the issuance of such Tranche of the Perpetual Sukuk Wakalah.

**“Step-Up Margin”** means the expected rate(s) to be added to the prevailing Periodic Distribution Rate of the Perpetual Sukuk Wakalah on the relevant Stepped-Up Distribution Date, which shall be determined prior to the issuance of each relevant Tranche of the Perpetual Sukuk Wakalah.

**“Stepped-Up Distribution Date”** means the date(s) where such applicable Step-Up Margin applies to the prevailing Periodic Distribution Rate, as determined prior to the issuance of the Perpetual Sukuk Wakalah.

**“Tranche”** shall mean, any Perpetual Sukuk Wakalah with the same issue date and consist of the same terms and conditions.

- (9) No set-off : Subject to applicable law, no Sukukholder may exercise, claim or plead any right of set-off, deduction, withholding or retention in respect of any amount due and payable to it by the Issuer in respect of, or arising under or in connection with the Perpetual Sukuk Wakalah and the Purchase Undertaking, Sale Undertaking, the Commodity Murabahah Investment or any other Transaction Documents, and each Sukukholder shall, by virtue of his holding of any Perpetual Sukuk Wakalah, be deemed to have waived all such rights of set-off, deduction, withholding or retention against the Issuer. Notwithstanding the preceding sentence, if any of the amounts due and payable to any Sukukholder by the Issuer in respect of, or arising under or in connection with the Perpetual Sukuk Wakalah or the Purchase Undertaking, the Sale Undertaking or the Commodity Murabahah Investment or any other transaction document is discharged by set-off, such Sukukholder shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of its winding-up, the liquidator of the Issuer) and, until such time as payment is made, shall hold such amount in trust for the Issuer (or the liquidator or, as appropriate, administrator of the Issuer) and accordingly any such discharge shall be deemed not to have taken place.
- (10) Periodic Distribution Frequency : Payable on a semi-annual basis or such other frequency to be determined prior to the issuance of each Tranche, subject to the Optional Deferral (as described in the section entitled *“Other terms and conditions – Periodic Distribution Deferral - Optional Deferral”*). The date on which the Sukukholders receive the Periodic Distribution shall be referred to as the **“Periodic Distribution Date”**.
- (11) Periodic Distribution Basis : Actual/365 days.

- (12) Expected Periodic Distribution Amount : On any relevant Periodic Distribution Date, such amount calculated at Periodic Distribution Rate on the nominal value of the relevant Sukuk Wakalah based on actual/365 days ("**Expected Periodic Distribution Amount**").
- (13) 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 the Government 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 Issuer 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.
- (14) Sukuk Trustee's Reimbursement Account for Sukukholders' Actions : The Issuer shall procure the Sukuk Trustee to open and maintain a Shariah-compliant Sukuk Trustee's Reimbursement Account for Sukukholders' actions in respect of the Perpetual Sukuk Wakalah Programme ("**Sukuk Trustee's Reimbursement Account**") with a sum of at least Ringgit Malaysia One Hundred Thousand (RM100,000.00).

The Sukuk Trustee's Reimbursement Account shall be solely operated by the Sukuk Trustee and the moneys therein shall only be utilised strictly by the Sukuk Trustee in carrying out its duties in relation to the occurrence of Enforcement Events as provided in the Trust Deed.

The moneys in the Sukuk Trustee's Reimbursement Account may be invested in Permitted Investments. The moneys in the Sukuk Trustee's Reimbursement Account shall be returned to the Issuer upon full redemption of the Perpetual Sukuk Wakalah if no Enforcement Events have occurred.

**"Permitted Investments"** shall comprise investments in Shariah compliant products approved by the respective SAC of the SC and/or BNM, and shall be limited to the following:

- (1) Islamic accounts or deposits under Shariah principles maintained with an Islamic financial institution;
- (2) Islamic banker acceptances, Islamic bills, Islamic money market instruments issued by a licensed financial institution with a minimum short-term credit rating of P1 or MARC-1 and minimum long-term rating of AA1 or AA+ or its equivalent;
- (3) Sukuk issued by quasi-government or government-related corporations with a short-term rating of P1 or

MARC-1 and a minimum long-term rating of AA1 or AA+ or their equivalent or sukuk guaranteed by the Government of Malaysia;

- (4) Islamic principal protected structured investments approved by BNM and issued by licensed financial institutions with a minimum short-term rating of P1 or MARC-1 and a minimum long-term rating of AA1 or AA+ or its equivalent or their local or foreign equivalents;
- (5) Islamic treasury bills, Islamic money market instruments, and other Islamic instruments issued by BNM or the Government of Malaysia; and
- (6) Sukuk issued by corporations, financial institutions or guaranteed by licensed financial institutions with a minimum short-term rating of P1 or MARC-1 and a minimum long-term rating of AA1 or AA+ or its equivalent;
- (7) Any other Islamic capital market instrument or Islamic investment products which are capital protected by licensed takaful companies in Malaysia with short-term rating of P1 or MARC-1 and a minimum long-term rating of AA1 or AA+ or its equivalent; and/or
- (8) any Islamic fund which invests in any of the instruments above.

All Permitted Investments shall be denominated in Ringgit Malaysia. For avoidance of doubt, any investments which are equity in nature or incorporates any loss-sharing mechanism shall not be allowed.

- (15) Transaction Documents : The Transaction Documents shall include, but are not limited to, the following:
- (a) the Programme Agreement;
  - (b) the Trust Deed;
  - (c) the Securities Lodgement Form;
  - (d) the relevant Islamic transaction documents;
  - (e) the pricing supplement (if applicable);
  - (f) the subscription agreement; and

- (g) any other relevant documentation in connection with the Perpetual Sukuk Wakalah which may be advised by the JLAs and/or the Solicitors and to be mutually agreed by the Issuer,

and references to a “**Transaction Document**” shall mean each or any one of them.

- (16) Form and denomination : The Perpetual Sukuk Wakalah shall be issued in accordance with the following:
  - (a) Operation Procedures for Securities Services issued by BNM;
  - (b) Operational Procedures for Malaysian Ringgit Settlement in the Real Time Electronic Transfer of Funds and Securities System (“**RENTAS**”) issued by BNM; and
  - (c) Participation Rules for Payments and Securities Services issued by BNM,

(collectively, the “**Rules and Procedures**”, as may be amended, replaced and/or substituted from time to time, subject to such variation, amendments or exemptions (if any) from time to time).

#### Form

The Perpetual Sukuk Wakalah shall be represented by global certificate (exchangeable for definitive certificates on the occurrence of certain limited events). The global certificate shall be deposited with BNM and shall be in bearer form.

#### Denomination

The denomination of the Perpetual Sukuk Wakalah shall be RM1,000.00 or in multiples of RM1,000.00 thereof or such other denominations to be mutually agreed between the Issuer and the JLAs as may be allowed under the Rules and Procedures at time of issuance.

- (17) Jurisdiction : The Issuer shall irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Malaysia.
- (18) No payment of interest : For the avoidance of doubt and notwithstanding any other provision to the contrary herein contained, it is hereby 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.

(19) Enforcement Event : Refers to the date upon which the Sukuk Trustee declares that an Enforcement Event has occurred in accordance with the Transaction Documents.

(20) Periodic  
Distribution  
Deferral

i. Optional  
Deferral : The Sukukholders agree that the Issuer may, at its sole discretion, elect to defer payment of the whole or part only of any Expected Periodic Distribution Amount which is otherwise scheduled to be paid on a Periodic Distribution Date to the next Periodic Distribution Date by giving notice (an "**Optional Deferral Notice**") to the Sukuk Trustee with a copy to the Facility Agent not more than fifteen (15) nor less than five (5) Business Days prior to a scheduled Periodic Distribution Date unless an Issuer's Compulsory Periodic Distribution Payment Event (as defined in the section entitled "*Issuer's Compulsory Periodic Distribution Payment Event*") has occurred. Such deferral shall be known as an "**Optional Deferral**" and such Expected Periodic Distribution Amount being deferred shall constitute the "**Arrears of Deferred Periodic Distribution**".

Each amount of Arrears of Deferred Periodic Distribution shall itself be entitled to Expected Periodic Distribution Amount (as the deferred Expected Periodic Distribution Amount will form part of the Mudharabah Capital) at the prevailing Periodic Distribution Rate and the amount of such Expected Periodic Distribution Amount (the "**Additional Periodic Distribution Amount**") with respect to Arrears of Deferred Periodic Distribution shall be payable in accordance with the provisions set out in this section.

The Additional Periodic Distribution Amount shall be calculated by applying the then prevailing Periodic Distribution Rate to the Arrears of Deferred Periodic Distribution and otherwise mutatis mutandis as provided in the foregoing provisions of this paragraph. The Additional Periodic Distribution Amount accrued up to any Periodic Distribution Date shall be added for the purpose of calculating the Additional Periodic Distribution Amount accruing thereafter, to the amount of Arrears of Deferred Periodic Distribution remaining unpaid on such Periodic Distribution Date so that it will itself become Arrears of Deferred Periodic Distribution.

For this purpose, each Optional Deferral Notice shall be accompanied by a certificate signed by any one (1) of the

directors of the Issuer, confirming that no Issuer's Compulsory Periodic Distribution Payment Event has occurred. Any such certificate shall be conclusive evidence that no Issuer's Compulsory Periodic Distribution Payment Event has occurred and the Facility Agent and the Sukuk Trustee shall be entitled to rely without any obligation to verify the same and without liability to any Sukukholder or any other person on any such Optional Deferral Notice or any certificate as aforementioned. Each Optional Deferral Notice shall be conclusive and binding on the Sukukholders.

- ii. Partial or Full Deferral : Under the relevant Mudharabah Venture, the Sukukholders have agreed upfront that they shall receive income generated from Mudharabah Venture up to the Expected Periodic Distribution Amount. Any excess income from the Mudharabah Venture shall be retained by the Mudharib as a reserve ("**Reserve**").

#### **1. Income from Mudharabah Venture equal to or in excess of Expected Periodic Distribution Amount**

If there is sufficient income generated from the relevant Mudharabah Venture to satisfy the payment of such part of or all of the relevant Expected Periodic Distribution Amount being deferred which would otherwise become due and payable under the Perpetual Sukuk Wakalah, the Sukukholders irrevocably authorise the Mudharib to reinvest the income generated from the relevant Mudharabah Venture up to the value of such Expected Periodic Distribution Amount being deferred pursuant to the Optional Deferral into the existing Mudharabah Venture as additional capital from the Sukukholders ("**Additional Capital**"). For the avoidance of doubt, any reinvestment shall not increase the nominal value of the relevant Perpetual Sukuk Wakalah.

Any payment of the Arrears of Deferred Periodic Distribution which are reinvested into the Mudharabah Venture shall constitute payment of the Additional Capital ("**Capital Payment**") to the Sukukholders. Any Capital Payment made by the Issuer shall be shared by the Sukukholders of all outstanding Perpetual Sukuk Wakalah under the relevant Mudharabah Venture on a pro-rata basis and the respective Sukukholders' Mudharabah Capital shall be adjusted accordingly. For the avoidance of doubt, any double counting with regards to the payment of the Arrears of Deferred Periodic Distribution vis-à-vis Capital Payment of the Mudharabah Venture shall be disregarded.

## 2. Income from the Mudharabah Venture less than Expected Periodic Distribution Amount

If the income from the relevant Mudharabah Venture is insufficient to pay the Expected Periodic Distribution Amount or such part thereof which has not been deferred pursuant to the Optional Deferral and is therefore due and payable, the Mudharib (i) shall utilise any amount available in the Reserve to cover the shortfall in respect of such Expected Periodic Distribution Amount ("**Shortfall**") which has not been deferred and is therefore due and payable and (ii) may at its sole discretion, provide a Shariah-compliant liquidity facility which shall be sufficient to make up the Shortfall (adjusted accordingly pursuant to any utilisation of the Reserve as referred to in (i) above, if applicable), in order to enable the Issuer to make payment of the said Expected Periodic Distribution Amount which has not been deferred. The Mudharib shall be entitled to deduct from the Reserve any amount advanced under such liquidity facility at a later date. Alternatively, such amounts advanced by the Mudharib will be repaid to the Mudharib upon redemption of the Perpetual Sukuk Wakalah in full. Such amount of liquidity facility to be repaid upon redemption of the Perpetual Sukuk Wakalah in full shall be referred to as the "**Liquidity Facility**".

In the event the income generated from the relevant Mudharabah Venture is lower than the Expected Periodic Distribution Amount deferred or a loss situation occurs in the relevant Mudharabah Venture and the amount in the Reserve has been fully utilised, the relevant Mudharabah Venture shall be dissolved ("**Deferral Dissolution**") through an exercise of the Purchase Undertaking, and such part of or all of the Exercise Price in relation to the Purchase Undertaking shall be applied towards investment in a new Mudharabah Venture. The new Mudharabah Venture shall comprise investment in a new Shariah-compliant Business which is different from the Shariah-compliant Business of the relevant Mudharabah Venture being dissolved. The Mudharabah agreement to be entered into for the new Mudharabah Venture will adopt similar terms contained in the Mudharabah agreement entered into for the previously dissolved Mudharabah Venture, as agreed by the Issuer (as the Mudharib) and the Wakeel (as the Rabbul Mal).

The balance of the Exercise Price in relation to the Purchase Undertaking which is not applied towards investment in a new Mudharabah Venture (if applicable) shall be distributed to the Sukukholders as Expected Periodic Distribution Amount which is not deferred. The

accounting entries associated with the dissolution of the relevant Mudharabah Venture and investment into a new Mudharabah Venture shall be made in the books of the Mudharib. For the avoidance of doubt, (i) a dissolution of the relevant Mudharabah Venture in this manner will not result in a redemption of the relevant Perpetual Sukuk Wakalah and (ii) any investment shall not increase the nominal value of the relevant Perpetual Sukuk Wakalah.

- iii. No obligation to pay : Subject to the provisions in the section entitled “*Other terms and conditions - Satisfaction of Arrears of Deferred Periodic Distribution by payment*” and provided the Issuer has issued an Optional Deferral Notice in accordance with provisions set out in the section entitled “*Other terms and conditions – Periodic Distribution Deferral - Optional Deferral*”, the Issuer shall have no obligation to pay any Expected Periodic Distribution Amount (including any Arrears of Deferred Periodic Distribution and any Additional Periodic Distribution Amount) on any Periodic Distribution Date and any failure to pay Expected Periodic Distribution Amount shall not constitute a default of the Issuer in respect of the Perpetual Sukuk Wakalah.
- iv. Cumulative Deferral : The Issuer is not subject to any limit as to the number of times Expected Periodic Distribution Amount and Arrears of Deferred Periodic Distribution can be deferred except that the provisions in the section entitled “*Other terms and conditions - Dividend and Capital Stopper*” shall be complied with until all outstanding Arrears of Deferred Periodic Distribution have been paid in full.
- v. Satisfaction of Arrears of Deferred Periodic Distribution by payment : The Issuer:

  - (1) may satisfy any Arrears of Deferred Periodic Distribution (in whole or in part) at any time together with any Additional Periodic Distribution Amount calculated up to the date of payment of such Arrears of Deferred Periodic Distribution by giving notice of such election to the Sukuk Trustee with a copy to the Facility Agent not more than twenty (20) nor less than five (5) Business Days prior to the relevant payment date specified in such notice (which notice is irrevocable and shall oblige the Issuer to pay the relevant Arrears of Deferred Periodic Distribution and any Additional Periodic Distribution Amount on the payment date specified in such notice); and
  - (2) in any event shall satisfy any outstanding Arrears of Deferred Periodic Distribution and any Additional Periodic Distribution Amount (in whole but not in part) on the earlier of:

- (a) the occurrence of a Redemption Event;
- (b) the next Periodic Distribution Date on the occurrence of a breach of the restrictions in the provisions set out in the section entitled “Other terms and conditions - *Dividend and Capital Stopper*”; and
- (c) the date such amount becomes due on the Enforcement Event Dissolution Date.

Any partial payment of outstanding Arrears of Deferred Periodic Distribution or any Additional Periodic Distribution Amount by the Issuer shall be shared by the Sukukholders of all outstanding Perpetual Sukuk Wakalah on a pro-rata basis.

- vi. No default : Notwithstanding any other provision in this Lodgement Kit, the deferral of any Expected Periodic Distribution Amount payment in accordance with this paragraph shall not constitute a default for any purpose (including, without limitation, pursuant to the section entitled “*Dissolution Events or enforcement event, where applicable, including recourse available to investors*”) on the part of the Issuer.
- (21) Issuer’s Compulsory Periodic Distribution Payment Event : If, during the six (6) months period ending on the day before the relevant Periodic Distribution Date, either or both of the following have occurred:
  - (1) a dividend, distribution or other payments has been declared or paid by the Issuer in respect of any of the Issuer’s Junior Obligations or Parity Obligations (except on a pro-rata basis with the Perpetual Sukuk Wakalah); or
  - (2) the Issuer’s Junior Obligations or Parity Obligations (except on a pro-rata basis with the Perpetual Sukuk Wakalah) have been purchased, redeemed, reduced, cancelled, bought-back or acquired by the Issuer,

an Issuer’s Compulsory Periodic Distribution Payment Event shall be deemed to have occurred and notwithstanding the Optional Deferral, the payment by the Issuer in relation to any Arrears of Deferred Periodic Distribution (if any) will become due and payable within fifteen (15) days from the date of occurrence of any of the Issuer’s Compulsory Periodic Distribution Payment Events.
- (22) Dividend and Capital Stopper : If on any Periodic Distribution Date, payment of all Expected Periodic Distribution Amount payments (including any Arrears of Deferred Periodic Distribution and Additional Periodic Distribution Amount) scheduled to be made on such date is not made in full by reason of this paragraph, the Issuer shall not:

- (1) declare or pay any dividends, distributions or make any other payment on, and will procure that no dividend, distribution or other payment is made on any of its Junior Obligations or its Parity Obligations (except on a pro-rata basis with the Perpetual Sukuk Wakalah); or
- (2) redeem, reduce, cancel, buy-back or acquire and will procure that no redemption, reduction, cancellation, buy-back or acquisition is made in respect of any of its Junior Obligations or its Parity Obligations (except on a pro-rata basis with the Perpetual Sukuk Wakalah),

until all Expected Periodic Distribution Amount due and payable, and any outstanding Arrears of Deferred Periodic Distribution has been paid in full.

(23) Dividend and Capital Pusher : Notwithstanding the Optional Deferral, the payment by the Issuer in relation to any Arrears of Deferred Periodic Distribution (if any) will become due and payable within fifteen (15) days from any of the following date:

- (a) if the Issuer has on such date declared or paid any dividends, distributions or other payments on any of its Junior Obligations, or its Parity Obligations (except on a pro-rata basis with the Perpetual Sukuk Wakalah); or
- (b) if the Issuer has on such date redeemed, reduced, cancelled, or acquired any of its Junior Obligations, or its Parity Obligations (except on a pro-rata basis with the Perpetual Sukuk Wakalah).

(24) Redemption and Purchase : **1. No fixed redemption date**

The Perpetual Sukuk Wakalah are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall (subject to the provisions as set out in the section entitled "*Other terms and conditions - Status*" and without prejudice to the Enforcement Events), only have the obligation/right to redeem or purchase them in accordance with the following provisions of this paragraph.

## **2. Redemption Events**

The Perpetual Sukuk Wakalah may be redeemed at the option of the Issuer (but not the Sukukholders) upon occurrence of any of the Redemption Events, comprising:

- (a) **Optional Redemption** (pursuant to the section entitled "*Other terms and conditions -Optional Redemption*");

- (b) **Accounting Event Redemption** (pursuant to the section entitled “*Other terms and conditions - Accounting Event Redemption*”);
- (c) **Rating Event Redemption** (pursuant to the section entitled “*Other terms and conditions -Rating Event Redemption*”);
- (d) **Tax Deductibility Event** (pursuant to the section entitled “*Other terms and conditions - Tax Deductibility Event Redemption*”); and
- (e) **Gross-Up Event** (pursuant to the section entitled “*Other terms and conditions - Gross-Up Event Redemption*”),

(collectively, the “**Redemption Events**” and each a “**Redemption Event**”).

### 3. No other redemption

Save for the Optional Redemption, the occurrence of a Redemption Event(s) or upon an Enforcement Event Dissolution Date, the Issuer shall not be entitled to redeem the Perpetual Sukuk Wakalah and shall have no obligation to make any payment of nominal value in respect of the Perpetual Sukuk Wakalah.

- (25) Optional Redemption : The Perpetual Sukuk Wakalah may be redeemed at the option of the Issuer in whole, but not in part, on each Call Date at the relevant Dissolution Distribution Amount provided that the Issuer shall give not more than sixty (60) nor less than thirty (30) Business Days’ notice to the Sukuk Trustee (for and on behalf of the Sukukholders) with a copy to the Facility Agent (which notice shall be irrevocable and shall oblige the Issuer to redeem the Perpetual Sukuk Wakalah on the relevant Call Date).

“**Call Date**” means the First Call Date and each Periodic Distribution Date thereafter.

“**First Call Date**” means, in relation to the first tranche of Perpetual Sukuk Wakalah, the Periodic Distribution Date falling seven (7) years after the issue date of such Perpetual Sukuk Wakalah or such other date as may be agreed to between the Issuer and the JLMs prior to the issue date of the relevant Perpetual Sukuk Wakalah, and in relation to any other tranche of Perpetual Sukuk Wakalah, such date as shall

be agreed to between the Issuer and the relevant JLMs prior to issuance of such tranche of Perpetual Sukuk Wakalah.

- (26) Accounting Event : If as a result of any changes or amendments to Financial Report Standards ("**FRS**") in Malaysia or any other accounting standards that may replace FRS for the purposes of the consolidated financial statements of the Issuer (the "**Relevant Accounting Standard**"), the Perpetual Sukuk Wakalah are no longer be recorded or will no longer be recorded as "equity" pursuant to the Relevant Accounting Standard, an Accounting Event shall be deemed to have occurred.

- (27) Accounting Event Redemption : If at any time an Accounting Event has occurred and is continuing, the Issuer, may at its option, redeem the Perpetual Sukuk Wakalah (in whole, but not in part) at the relevant Dissolution Distribution Amount in accordance with the terms of the Transaction Documents.

The Issuer shall give not more than sixty (60) nor less than thirty (30) Business Days' notice to the Sukuk Trustee (for and on behalf of the Sukukholders) with a copy to the Facility Agent (which notice shall be irrevocable) prior to the proposed redemption date.

Together with the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Sukuk Trustee with a copy to the Facility Agent:

- (a) a certificate, signed by any one (1) of the directors of the Issuer, stating that the circumstances referred to above prevail and setting out the details of such circumstances; and
- (b) an opinion of the Issuer's independent external adviser or auditor stating that the circumstances referred to above prevail and the date on which the relevant change or amendment to the Relevant Accounting Standard is due to take effect.

Upon the expiry of any such notice as is referred to in this paragraph, the Issuer shall be bound to redeem the Perpetual Sukuk Wakalah in accordance with this paragraph provided that such date for redemption shall be no earlier than the last day before the Perpetual Sukuk Wakalah is no longer be so recorded as "equity" of the Issuer pursuant to the Relevant Accounting Standard.

- (28) Tax Deductibility Event : A Tax Deductibility Event shall be deemed to have occurred if the distribution payments made by the Issuer would not be fully deductible by the Issuer for Malaysian income tax purposes as a result of:



- (a) any amendment to, or change in, the laws (or any rules or regulations thereunder) of Malaysia or any political subdivision or any taxing authority thereof or therein which is enacted, promulgated, issued or becomes effective otherwise on or after the Issue Date; or
- (b) any amendment to, or change in, an official and binding interpretation of any such laws, rules or regulations by any legislative body, court, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination) which is enacted, promulgated, issued or becomes effective otherwise on or after the Issue Date; or
- (c) any generally applicable official interpretation or pronouncement that provides for a position with respect to such laws or regulations that differs from the previous generally accepted position which is issued or announced on or after the Issue Date.

(29) Tax Deductibility Event Redemption : If at any time a Tax Deductibility Event has occurred and is continuing, the Issuer, may at its option, redeem the Perpetual Sukuk Wakalah (in whole, but not in part) at the relevant Dissolution Distribution Amount in accordance with the terms of the Transaction Documents.

The Issuer shall give not more than sixty (60) nor less than thirty (30) Business Days' notice to the Sukuk Trustee (for and on behalf of the Sukukholders) with a copy to the Facility Agent (which notice shall be irrevocable) prior to the proposed redemption date.

Together with the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Sukuk Trustee with a copy to the Facility Agent:

- (a) a certificate, signed by any one (1) of the directors of the Issuer, stating that the circumstances referred in the Tax Deductibility Event above prevail and setting out the details of such circumstances; and
- (b) an opinion of the Issuer's independent external tax adviser being a recognised accountancy firm of international standing, stating that the circumstances referred to above prevail and the date on which the relevant change or amendment to the tax regime is due to take effect.

Upon the expiry of any such notice as is referred to in this paragraph, the Issuer shall be bound to redeem the Perpetual Sukuk Wakalah in accordance with this paragraph, provided

that no notice of redemption may be given earlier than ninety (90) days prior to the effective date on which payments on the Perpetual Sukuk Wakalah would, not be fully tax deductible by the Issuer for Malaysian corporate income tax.

- (30) Gross-Up Event : A Gross-Up Event shall be deemed to have occurred, if:
- (1) The Issuer has or will become obliged to pay additional amounts as provided or referred to in the paragraph entitled "*Taxation*" as a result of any change in, or amendment to, the laws or regulations of Malaysia or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the first Issue Date; and
  - (2) such obligation cannot be avoided by the Issuer taking reasonable measures available to it.
- (31) Gross-Up Event Redemption : If at any time a Gross-Up Event has occurred and is continuing, the Issuer, may at its option, redeem the Perpetual Sukuk Wakalah (in whole, but not in part) at the relevant Dissolution Distribution Amount.

The Issuer shall give not more than sixty (60) nor less than thirty (30) Business Days' notice to the Sukuk Trustee (for and on behalf of the Sukukholders) with a copy to the Facility Agent (which notice shall be irrevocable) prior to the proposed redemption date, provided, however, that no such notice of redemption shall be given earlier than ninety (90) days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Perpetual Sukuk Wakalah were then due.

Together with the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Sukuk Trustee:

- (a) a certificate, signed by any one (1) of the directors of the Issuer, stating that the circumstances referred to in (1) and (2) of the Gross-Up Event above prevail and setting out the details of such circumstances; and
- (b) an opinion of independent tax or legal advisers of recognised standing to be agreed between the Sukuk Trustee and the Issuer to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

Upon the expiry of any such notice as is referred to in this paragraph, the Issuer shall be bound to redeem the Perpetual Sukuk Wakalah in accordance with this paragraph.

- (32) Rating Event : If, as a result of any amendment, clarification or change in the rating methodology by the Issuer's existing credit rating agency ("**Credit Rating Agency**") that results in a lower equity credit for the relevant tranche of the Perpetual Sukuk Wakalah, as compared to the equity credit which was first assigned on the relevant issue date by the Credit Rating Agency or, if equity credit is not assigned for the relevant tranche of the Perpetual Sukuk Wakalah on the relevant issue date, at the date when equity credit is assigned for the first time, a Rating Event shall be deemed to have occurred.

- (33) Rating Event Redemption : If at any time a Rating Event has occurred and is continuing, the Issuer, may at its option, redeem the Perpetual Sukuk Wakalah (in whole, but not in part) at the relevant Dissolution Distribution Amount.

The Issuer shall give not more than sixty (60) nor less than thirty (30) Business Days' notice to the Sukuk Trustee (for and on behalf of the Sukukholders) with a copy to the Facility Agent (which notice shall be irrevocable) prior to the proposed redemption date.

Prior to the publication of any notice of redemption pursuant to the Rating Event, the Issuer shall deliver or procure that there is delivered to the Sukuk Trustee a certificate signed by any one (1) of the directors of the Issuer stating that the circumstances referred to above prevail and setting out the details of such circumstances.

Upon the expiry of any such notice as is referred to in this paragraph, the Issuer shall be bound to redeem the Perpetual Sukuk Wakalah in accordance with this paragraph, provided that such date for redemption shall be no earlier than the last day before the date on which the Perpetual Sukuk Wakalah will no longer be eligible for the same or higher category of equity credit.

- (34) Intention to replace : It is the intention of the Issuer, to endeavour, from the issue date of the first tranche of Perpetual Sukuk Wakalah ("**First Issue Date**") until thirty (30) years after the First Issue Date, that:

- (1) the Issuer maintains the relevant Perpetual Sukuk Wakalah (or such other instrument that is of the same ranking or junior to such Perpetual Sukuk Wakalah that provides at least the equivalent equity credit) in its capital structure; and

- (2) any redemption of the Perpetual Sukuk Wakalah pursuant to any of the Redemption Events or purchase of the relevant Perpetual Sukuk Wakalah will be refinanced with such other instrument that is of the same ranking or junior to such Perpetual Sukuk Wakalah that provides at least the equivalent equity credit.

For the avoidance of doubt, non-compliance of the above shall not constitute a breach by the Issuer of any of the terms of the Perpetual Sukuk Wakalah.

- (35) Exercise Price in relation to the Purchase Undertaking : **Redemption on an Enforcement Event Dissolution Date**

The Exercise Price shall be equal to:

- (a) the nominal value of the Perpetual Sukuk Wakalah; plus
- (b) any Expected Periodic Distribution Amount (including any Arrears of Deferred Periodic Distribution and any Additional Periodic Distribution Amount) payable and unpaid up to the date of Enforcement Event Dissolution Date plus any Liquidity Facility; less
- (c) the Deferred Sale Price paid.

The Obligor will be entitled to set-off the Exercise Price with any Liquidity Facility.

**Upon Deferral Dissolution**

The Exercise Price shall be equal to:

- (a) the initial Mudharabah Capital of the Perpetual Sukuk Wakalah; plus
- (b) any Expected Periodic Distribution Amount (including any Arrears of Deferred Periodic Distribution and any Additional Periodic Distribution Amount) payable and unpaid up to the date of dissolution of the relevant Mudharabah Venture.

- (36) Exercise Price in relation to the Sale Undertaking : In relation to the Sale Undertaking pursuant to the following redemption events, the Exercise Price is calculated as follows:

**1. Optional Redemption**

The Exercise Price shall be equal to:

(a) the nominal value of the Perpetual Sukuk Wakalah;  
plus

(b) any Expected Periodic Distribution Amount (including any Arrears of Deferred Periodic Distribution and any Additional Periodic Distribution Amount) payable and unpaid up to the date of redemption of the relevant Perpetual Sukuk Wakalah plus any Liquidity Facility; less

(c) the Deferred Sale Price paid.

The Issuer will be entitled to set-off the Exercise Price with any Liquidity Facility.

## **2. Redemption Events (other than Optional Redemption)**

### Prior to the First Call Date

The Exercise Price shall be equal to:

(a) the higher of (i) nominal value of all the outstanding Perpetual Sukuk Wakalah; or (ii) the Make-Whole Amount (as defined below); plus

(b) any Expected Periodic Distribution Amount (including any Arrears of Deferred Periodic Distribution and any Additional Periodic Distribution Amount) payable and unpaid up to the date of redemption of the relevant Perpetual Sukuk Wakalah pursuant to the Sale Undertaking plus any Liquidity Facility; less

(c) the Deferred Sale Price.

The Issuer will be entitled to set-off the Exercise Price with any Liquidity Facility.

### On or after the First Call Date

(a) the nominal value of the Perpetual Sukuk Wakalah; plus

(b) any Expected Periodic Distribution Amount (including any Arrears of Deferred Periodic Distribution and any Additional Periodic Distribution Amount) payable and unpaid to the date of redemption of the relevant Perpetual Sukuk

Wakalah pursuant to the Sale Undertaking plus any Liquidity Facility; less

(c) the Deferred Sale Price paid.

The Issuer will be entitled to set-off the Exercise Price with any Liquidity Facility.

**“Make-Whole Amount”** means the amount, equal to the sum of:

- (a) the present value of the nominal value of the outstanding Perpetual Sukuk Wakalah to be redeemed, discounted from the First Call Date to the redemption date, and
- (b) the present value of all Expected Periodic Distribution Amount payable (or but for any deferral would be payable) on a Periodic Distribution Date after such redemption date (exclusive of the Expected Periodic Distribution Amount payable and unpaid up to the redemption date) up to, and including, the First Call Date, discounted to the redemption date on a semi-annual basis or such other basis to be determined prior to each issuance of Perpetual Sukuk Wakalah (assuming a 365 day year) at the Relevant MGS Rate (as defined below) plus a margin to be agreed between the Issuer and the JLMs prior to the issue date of the relevant tranche of the Perpetual Sukuk Wakalah.

**“Relevant MGS Rate”** means the rate in per cent per annum equal to the relevant MGS rate for a tenure corresponding to the period between the relevant redemption date up to the First Call Date, or in the absence of such MGS rate, the interpolated rate based on the arithmetic mean of the two (2) available closest MGS rates corresponding to the period between the relevant redemption date up to the First Call Date.