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ATTACHED IS AN ELECTRONIC COPY OF THE SUPPLEMENTAL INFORMATION MEMORANDUM DATED 26 FEBRUARY 2020 (“SUPPLEMENTAL INFORMATION MEMORANDUM”), IN RELATION TO THE PROPOSED ISSUE OF, OFFER FOR SUBSCRIPTION OR PURCHASE OF, OR INVITATION TO SUBSCRIBE FOR OR PURCHASE OF PERPETUAL SUKUK MUSHARAKAH (“PERPETUAL SUKUK MUSHARAKAH”) PURSUANT TO AN UNRATED PERPETUAL SUKUK MUSHARAKAH PROGRAMME OF RINGGIT MALAYSIA SEVEN HUNDRED MILLION (RM700,000,000.00) IN NOMINAL VALUE (“PERPETUAL SUKUK MUSHARAKAH PROGRAMME”) BY LBS BINA GROUP BERHAD (REGISTRATION NO. 200001015875 (518482-H)) (“LBS BINA” OR THE “ISSUER”).

BY OPENING AND ACCEPTING THIS ELECTRONIC TRANSMISSION CONTAINING THE INFORMATION MEMORANDUM, THE RECIPIENT AGREES TO BE BOUND BY ALL THE TERMS AND CONDITIONS BELOW AND IN PARTICULAR, THE RECIPIENT IS DEEMED TO HAVE REPRESENTED TO THE ISSUER, THE LEAD ARRANGER AND THE LEAD MANAGER THAT IT IS A PERSON IN MALAYSIA AND FALLING WITHIN THE SELLING RESTRICTIONS MENTIONED IN THE SECTION ENTITLED “IMPORTANT NOTICE AND GENERAL STATEMENT OF DISCLAIMER” IN THIS SUPPLEMENTAL INFORMATION MEMORANDUM. IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS, PLEASE DELETE THIS ELECTRONIC TRANSMISSION IMMEDIATELY.

THE SUPPLEMENTAL INFORMATION MEMORANDUM IS STRICTLY CONFIDENTIAL AND ANY DISTRIBUTION OR REPRODUCTION OF THE SUPPLEMENTAL INFORMATION MEMORANDUM OR ANY OF ITS CONTENTS TO ANY PERSONS WITHOUT THE PRIOR WRITTEN CONSENT OF THE ISSUER, THE LEAD ARRANGER (THE “LEAD ARRANGER”) AND THE LEAD MANAGER (THE “LEAD MANAGER”) IS UNAUTHORISED. THE PERSON RECEIVING THIS ELECTRONIC TRANSMISSION FROM THE ISSUER, THE LEAD ARRANGER/LEAD MANAGER AND ITS/THEIR RESPECTIVE AGENTS IS PROHIBITED FROM DISCLOSING THE SUPPLEMENTAL INFORMATION MEMORANDUM, ALTERING THE CONTENTS OF THE SUPPLEMENTAL INFORMATION MEMORANDUM OR FORWARDING A COPY OF THE SUPPLEMENTAL INFORMATION MEMORANDUM OR ANY PORTION THEREOF BY ELECTRONIC MAIL OR OTHERWISE TO ANY PERSON.

THE SUPPLEMENTAL INFORMATION MEMORANDUM IS NOT A PROSPECTUS AND HAS NOT BEEN REGISTERED NOR WILL IT BE REGISTERED AS A PROSPECTUS UNDER THE CAPITAL MARKETS AND SERVICES ACT, 2007 AS AMENDED FROM TIME TO TIME (“CMSA”). AT THE POINT OF ISSUANCE, THE PERPETUAL SUKUK MUSHARAKAH MAY ONLY BE OFFERED, SOLD, TRANSFERRED OR OTHERWISE DISPOSED DIRECTLY OR INDIRECTLY TO A PERSON TO WHOM AN OFFER FOR SUBSCRIPTION OR PURCHASE OF, OR INVITATION TO SUBSCRIBE FOR OR PURCHASE THE PERPETUAL SUKUK MUSHARAKAH AND TO WHOM THE PERPETUAL SUKUK MUSHARAKAH ARE ISSUED WOULD FALL WITHIN PART I OF SCHEDULE 6 OF THE CMSA AND PART I OF SCHEDULE 7 OF THE CMSA, READ TOGETHER WITH SCHEDULE 9 OR SECTION 257(3) OF THE CMSA. THEREAFTER, THE PERPETUAL SUKUK MUSHARAKAH MAY ONLY BE OFFERED, SOLD, TRANSFERRED OR OTHERWISE DISPOSED DIRECTLY OR INDIRECTLY, TO A PERSON TO WHOM AN OFFER FOR SUBSCRIPTION OR PURCHASE OF, OR INVITATION TO SUBSCRIBE FOR, OR PURCHASE THE PERPETUAL SUKUK MUSHARAKAH AND TO WHOM THE PERPETUAL SUKUK MUSHARAKAH ARE ISSUED WOULD FALL WITHIN PART I OF SCHEDULE 6 OF THE CMSA, READ TOGETHER WITH SCHEDULE 9 OR

SECTION 257(3) OF THE CMSA. THE PERPETUAL SUKUK MUSHARAKAH PROGRAMME WILL BE UNRATED.

THIS TRANSMISSION SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THE PERPETUAL SUKUK MUSHARAKAH PROGRAMME IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL UNDER THE LAWS OF SUCH JURISDICTIONS.

TRANSMISSION OVER THE INTERNET MAY BE SUBJECT TO INTERRUPTIONS, TRANSMISSION BLACKOUT, DELAYED TRANSMISSION DUE TO INTERNET TRAFFIC, INCORRECT DATA TRANSMISSION DUE TO THE PUBLIC NATURE OF THE INTERNET, DATA CORRUPTION, INTERCEPTION, UNAUTHORISED AMENDMENT, TAMPERING, VIRUSES OR OTHER TECHNICAL, MECHANICAL OR SYSTEMIC RISKS ASSOCIATED WITH INTERNET TRANSMISSIONS. THE ISSUER, THE LEAD ARRANGER/LEAD MANAGER OR ITS/THEIR RESPECTIVE AGENTS HAVE NOT ACCEPTED AND WILL NOT ACCEPT ANY RESPONSIBILITY AND/OR LIABILITY FOR ANY SUCH INTERRUPTION, TRANSMISSION BLACKOUT, DELAYED TRANSMISSION, INCORRECT DATA TRANSMISSION, DATA CORRUPTION, UNAUTHORISED INTERCEPTION, AMENDMENT, TAMPERING VIRUSES, TECHNICAL, MECHANICAL OR SYSTEMIC RISKS, OR ANY CONSEQUENCES THEREOF.

THE FOREGOING IS IN ADDITION TO AND WITHOUT PREJUDICE TO ALL OTHER DISCLAIMERS AND AGREEMENTS WHICH A RECIPIENT OF THE INFORMATION MEMORANDUM SHALL BE DEEMED TO HAVE AGREED TO OR BE BOUND BY AS PROVIDED IN THE SUPPLEMENTAL INFORMATION MEMORANDUM. THE ELECTRONIC TRANSMISSION OF THIS SUPPLEMENTAL INFORMATION MEMORANDUM IS INTENDED ONLY FOR USE BY THE ADDRESSEE NAMED IN THE EMAIL AND MAY CONTAIN LEGALLY PRIVILEGED AND/OR CONFIDENTIAL INFORMATION. IF YOU ARE NOT THE INTENDED RECIPIENT OF THE E-MAIL, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THE EMAIL, AND ANY ATTACHMENTS THERETO, IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THE EMAIL IN ERROR, PLEASE IMMEDIATELY NOTIFY BY REPLY EMAIL AND PERMANENTLY DELETE ALL COPIES OF THE E-MAIL AND DESTROY ALL PRINTOUTS OF IT.

Strictly Private & Confidential



**LBS BINA GROUP BERHAD
(REGISTRATION NO. 200001015875 (518482-H))**

SUPPLEMENTAL INFORMATION MEMORANDUM

**IN RELATION TO
THE PROPOSED ISSUANCE OF PERPETUAL SUKUK MUSHARAKAH PURSUANT
TO AN UNRATED PERPETUAL SUKUK MUSHARAKAH PROGRAMME OF RINGGIT
MALAYSIA SEVEN HUNDRED MILLION (RM700,000,000.00) IN NOMINAL VALUE**

LEAD ARRANGER/LEAD MANAGER



RHB Investment Bank Berhad

**RHB INVESTMENT BANK BERHAD
(REGISTRATION NO. 197401002639 (19663-P))**

This Supplemental Information Memorandum is dated 26 February 2020

IMPORTANT NOTICE

This Supplemental Information Memorandum is a supplement to, and has to be read in conjunction with, the Information Memorandum dated 19 December 2019 (“Information Memorandum”). Save to the extent defined in this Supplemental Information Memorandum, all terms used in this Supplemental Information Memorandum shall have the same meanings as those defined or otherwise attributed meanings in the Information Memorandum. To the extent that the Information Memorandum is inconsistent with this Supplemental Information Memorandum, the terms of this Supplemental Information Memorandum shall prevail.

RESPONSIBILITY STATEMENT

This Supplemental Information Memorandum dated 26 February 2020 (“**Supplemental Information Memorandum**”) has been approved by the directors of LBS Bina Group Berhad (Registration No. 200001015875 (518482-H)) (“**LBS Bina**” or the “**Issuer**”) and they collectively and individually accept full responsibility for the accuracy of the information contained in this Supplemental Information Memorandum and confirm that, after having made all reasonable enquiries in the circumstances, and to the best of their knowledge, information and belief, there are no false or misleading statements or other material facts, the omission of which would make any statement in this Supplemental Information Memorandum false or misleading and that there are no material omissions in this Supplemental Information Memorandum. The Issuer, after having made all reasonable enquiries, confirm that this Supplemental Information Memorandum contains all information with respect to LBS Bina Group (as defined herein) which is material pursuant to the proposed issuance of the perpetual Sukuk Musharakah (“**Perpetual Sukuk Musharakah**”) pursuant to a perpetual Sukuk Musharakah programme of Ringgit Malaysia Seven Hundred Million (RM700,000,000.00) in nominal value (“**Perpetual Sukuk Musharakah Programme**”). The information contained in this Supplemental Information Memorandum is true and not misleading and there is no omission of a fact in relation to its contents which is material and all reasonable enquiries have been made by the Issuer and after making such enquiries, it has reasonable grounds to believe and do believe as at the date of this Supplemental Information Memorandum that all information herein is true and not misleading and there is no material omission. No representation or warranty, expressed or implied, is made such that the information remains unchanged in any respect as of any date or dates after those stated herein, with respect to any matter concerning the Issuer and the LBS Bina Group or any statement made in this Supplemental Information Memorandum.

IMPORTANT NOTICE AND GENERAL STATEMENT OF DISCLAIMER

This Supplemental Information Memorandum is provided on a private and confidential basis to potential investors for the sole purpose of enabling prospective investors to consider subscribing for or purchase of the Perpetual Sukuk issued pursuant to the Perpetual Sukuk Musharakah Programme by the Issuer, where such prospective investors fall within any one or more of the categories of persons specified in Part I of Schedule 6 and Part I of Schedule 7, read together with Schedule 9 or Section 257(3) of the Capital Markets and Services Act, 2007 (as amended from time to time) (“**CMSA**”), subject to any change in the applicable laws at issuance and thereafter, any one or more of the categories of persons specified in Part I of Schedule 6, read together with Schedule 9 or Section 257(3) of the CMSA, subject to any change in the applicable laws.

At the point of issuance of the Perpetual Sukuk Musharakah, the Perpetual Sukuk Musharakah may only be offered, sold, transferred or otherwise disposed directly or

indirectly, to a person to whom an offer for subscription or purchase of, or invitation to subscribe for or purchase the Perpetual Sukuk Musharakah and to whom the Perpetual Sukuk Musharakah are issued would fall within Part I of Schedule 6 and Part I of Schedule 7 of the CMSA read together with Schedule 9 or Section 257(3) of the CMSA.

Thereafter, the Perpetual Sukuk Musharakah shall not be offered, sold, transferred or otherwise disposed, directly or indirectly, nor shall any document or other material in connection therewith including this Supplemental Information Memorandum be distributed, in Malaysia to any person unless such offer, sale, transfer or disposal to such person qualifies as excluded offer or excluded invitation under Part I of Schedule 6 of the CMSA read together with Schedule 9 or section 257(3) of the CMSA. The Perpetual Sukuk Musharakah Programme will be unrated.

No application is being made to list the Perpetual Sukuk Musharakah on any stock exchange, nor is any such application contemplated.

This Supplemental Information Memorandum and its contents shall not be, in whole or in part, reproduced or used in any manner and form for any other purpose, or shown, given, copied to or filed with any other person including, without limitation, any government or regulatory authority except with the prior written consent of the Issuer and the Lead Arranger/Lead Manager or as required under Malaysian laws, regulations or guidelines.

The Issuer has authorised RHB Investment Bank Berhad (Registration No. 197401002639 (19663-P)) as the lead arranger and the lead manager ("**Lead Arranger/Lead Manager**"), to distribute this Supplemental Information Memorandum. None of the information or data contained in this Supplemental Information Memorandum has been independently verified by the Lead Arranger/Lead Manager of the Perpetual Sukuk Musharakah Programme. Accordingly, no representation, warranty or undertaking, express or implied, is given or assumed by the Lead Arranger/Lead Manager as to the authenticity, origin, validity, accuracy or completeness of such information and data or that the information or data remains unchanged in any respect after the relevant date shown in this Supplemental Information Memorandum.

No representation, warranty or undertaking, express or implied, is given or assumed by the Lead Arranger/Lead Managers as to the authenticity, origin, validity, accuracy or completeness of such information and data or that the information or data remains unchanged in any respect after the relevant date shown in this Supplemental Information Memorandum. The Lead Arranger/Lead Manager has not accepted and will not accept any responsibility for the information and data contained in this Supplemental Information Memorandum or otherwise in relation to the Perpetual Sukuk Musharakah or the Perpetual Sukuk Musharakah Programme and shall not be liable for any consequences of reliance on any of the information or data in this Supplemental Information Memorandum, except as provided by the laws of Malaysia.

This Supplemental Information Memorandum has not been and will not be made to comply with the laws of any country (including its territories, all jurisdictions within that country and any possession areas subject to its jurisdiction), other than Malaysia ("**Foreign Jurisdiction**"), and has not been and will not be lodged, registered or approved pursuant to or under any legislation (or with or by any regulatory authorities or other relevant bodies) of any Foreign Jurisdiction and it does not constitute an issue or offer or sale of, or an invitation to subscribe for or purchase of the Perpetual Sukuk Musharakah or any other securities of any kind by any party in any Foreign Jurisdiction.

The distribution or possession of this Supplemental Information Memorandum in or from certain jurisdictions may be restricted or prohibited by law. Each recipient is required to

seek appropriate professional advice regarding, and to observe, any such restriction or prohibition. Neither the Issuer nor the Lead Arranger/Lead Manager accepts any responsibility or liability to any person in relation to the distribution or possession of this Supplemental Information Memorandum in or from any such Foreign Jurisdiction.

This Supplemental Information Memorandum is not and is not intended to be a prospectus and has not been registered or lodged under the laws of Malaysia or any Foreign Jurisdiction as a prospectus. Unless otherwise specified in this Supplemental Information Memorandum, the information contained in this Supplemental Information Memorandum is current as at the date hereof.

By accepting delivery of this Supplemental Information Memorandum, each recipient agrees to the terms upon which this Supplemental Information Memorandum is provided to such recipient as set out in this Supplemental Information Memorandum, and further agrees and confirms that (a) it will keep confidential all of such information and data, (b) it is lawful for the recipient to subscribe for or purchase the Perpetual Sukuk Musharakah under all jurisdictions to which the recipient is subject, (c) the recipient has complied with all applicable laws in connection with such subscription or purchase of the Perpetual Sukuk Musharakah, (d) the Issuer, the Lead Arranger/Lead Manager and their respective directors, officers, employees and professional advisers are not and will not be in breach of the laws of any jurisdiction to which the recipient is subject as a result of such subscription or purchase of the Perpetual Sukuk Musharakah, and they shall not have any responsibility or liability in the event that such subscription or purchase of the Perpetual Sukuk Musharakah is or shall become unlawful, unenforceable, voidable or void, (e) it is aware that the Perpetual Sukuk Musharakah can only be offered, sold, transferred or otherwise disposed of directly or indirectly in accordance with the relevant selling restrictions and all applicable laws, (f) it has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of subscribing or purchasing the Perpetual Sukuk Musharakah, and is able and is prepared to bear the economic and financial risks of investing in or holding the Perpetual Sukuk Musharakah, (g) it is subscribing for or accepting the Perpetual Sukuk Musharakah for its own account, and (h) it is a person to whom an issue, offer or invitation to subscribe or purchase the Perpetual Sukuk Musharakah would constitute person falling within one or more of the categories of persons specified in Part I of Schedule 6 and Part I of Schedule 7 of the CMSA read together with Schedule 9 or Section 257(3) of the CMSA, subject to any change in the applicable laws at issuance and Part I of Schedule 6 of the CMSA, read together with Schedule 9 or Section 257(3) of the CMSA thereafter, subject to any change in the applicable laws .

Each recipient is solely responsible for seeking all appropriate expert advice as to the laws of all jurisdictions to which it is subject. For the avoidance of doubt, this Supplemental Information Memorandum shall not constitute an offer, issue or invitation to subscribe or purchase of the Perpetual Sukuk Musharakah in relation to any recipient who does not fall within item (h) above.

This Supplemental Information Memorandum or any document delivered under or in relation to the issue, offer and sale of the Perpetual Sukuk Musharakah is not, and should not be construed as, a recommendation to the recipient by the Issuer, the Lead Arranger/Lead Manager or any other party to subscribe for or purchase the Perpetual Sukuk Musharakah. This Supplemental Information Memorandum is not a substitute for, and should not be regarded as, an independent evaluation and analysis and does not purport to be all inclusive. Each issue of the Perpetual Sukuk Musharakah will carry different risks and all potential investors are strongly encouraged to evaluate each issue on its own merit. Each recipient should perform and is deemed to have made its own independent investigation and analysis of the Issuer, the Perpetual Sukuk Musharakah

and all other relevant matters, and each recipient should consult its own professional advisers. All information and statements herein are subject to the detailed provisions of the respective agreements referred to herein and are qualified in their entirety by reference to such documents.

Neither the delivery of this Supplemental Information Memorandum nor the offering, sale or delivery of any Perpetual Sukuk Musharakah shall in any circumstance imply that the information contained herein concerning the Issuer or LBS Bina Group is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Perpetual Sukuk Musharakah is correct as of any time subsequent to the date indicated in the document containing the same. The Lead Arranger/Lead Manager expressly does not undertake to review the financial condition or affairs of the Issuer or LBS Bina Group during the life of the Perpetual Sukuk Musharakah or to advise any participants in the Perpetual Sukuk Musharakah issue of any information coming to their attention. The recipient of this Supplemental Information Memorandum or the potential investors should review, inter alia, the most recently published information on the Issuer or the Perpetual Sukuk Musharakah Programme when deciding whether or not to purchase any of the Perpetual Sukuk Musharakah.

This Supplemental Information Memorandum includes certain historical information, forward-looking statements, estimates, projections of future events or reports thereon derived from sources mentioned in this Supplemental Information Memorandum and other parties with respect to the Malaysian economy, the material businesses in which the Issuer operates and certain other matters, which may or may not prove to be correct. Such information, estimates, or reports have been included solely for illustrative purposes. No representation or warranty is made as to the accuracy or completeness of any information, estimate and or report thereon derived from such and other third party sources. All of these statements are based on estimates and assumptions made by the Issuer and its advisers and although believed to be reasonable, are subject to risks and uncertainties that may cause actual events or future results to be materially different than expected or indicated by such statements and estimates, and no assurance can be given that any such statements or estimates will be realised. Any such statements are not guarantees of performance and involve risks and uncertainties, many of which are beyond the control of the Issuer.

Certain statements, information, estimates and reports in this Supplemental Information Memorandum are based on historical data, which may not be reflective of the future results, and others are forward-looking in nature and are subject to contingencies, risks and uncertainties, including, among others, the Issuer's business strategy and expectation concerning its position in the Malaysian economy, future operations, growth prospects and industry prospects. All forward-looking statements are based on estimates and assumptions made by the Issuer. While the Board believes that these forward-looking statements are reasonable, these statements are nevertheless subject to known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements to differ materially from the future results, performance or achievements expressed or implied in such forward-looking statements. In light of all this, the inclusion of forward-looking statements in this Supplemental Information Memorandum should not be regarded as a representation or warranty by the Issuer, the Lead Arranger or the Lead Manager that the plans and objectives of the Issuer will be achieved.

All discrepancies (if any) in the tables included in this Supplemental Information Memorandum between the listed amounts and totals thereof are due to, and certain numbers appearing in this Supplemental Information Memorandum are shown after, rounding. Where this Supplemental Information Memorandum contains or refers to a

summary of a document or agreement, the summary is not meant to be exhaustive. The contents of the summary may be subject to some other provisions in the relevant document or agreement.

ACKNOWLEDGEMENT

The Issuer hereby acknowledges that it has authorised the Lead Arranger/Lead Manager to circulate or distribute this Supplemental Information Memorandum on its behalf in respect of or in connection with the proposed offer or invitation to subscribe for and issue of, the Perpetual Sukuk Musharakah to prospective investors and that no further evidence of authorisation is required.

STATEMENTS OF DISCLAIMER BY THE SECURITIES COMMISSION MALAYSIA (“SC”)

In accordance with the CMSA, a copy of this Supplemental Information Memorandum will be deposited with the SC, which takes no responsibilities for its contents.

The issue, offer or invitation to subscribe or purchase the Perpetual Sukuk Musharakah in this Supplemental Information Memorandum or otherwise are subject to the fulfilment of various conditions precedent including amongst others, the endorsement of the SC’s Shariah Advisory Council (“**SAC**”) and, the lodgement of the documents and information relating to the Perpetual Sukuk Musharakah Programme with the SC in accordance with the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework of the SC (Issued on 9 March 2015 and revised on 26 November 2019) (as amended from time to time) (“**LOLA Guidelines**”).

The endorsement from the SC’s SAC was obtained on 14 November 2019. The lodgement and re-lodgement of the documents and information relating to the Perpetual Sukuk Musharakah and the Perpetual Sukuk Musharakah Programme with the SC in accordance with the LOLA Guidelines have been made on 11 December 2019 and 26 February 2020 respectively. Please note that lodgement to the SC shall not be taken to indicate that the SC recommends the subscription or purchase of the Perpetual Sukuk Musharakah under the Perpetual Sukuk Musharakah Programme.

The SC shall not be liable for any non-disclosure on the part of the Issuer and assumes no responsibility for the correctness of any statements made or opinions or reports expressed in this Supplemental Information Memorandum.

FORWARD LOOKING STATEMENTS

Certain statements in this Supplemental Information Memorandum are based on historical data, which may not be reflective of future results, and others are forward-looking in nature, which are subject to uncertainties and contingencies. All forward-looking statements are based on estimates and assumptions made by the Issuer. Although the board of directors of the Issuer believe that these forward-looking statements are reasonable, the statements are nevertheless subject to known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements to differ materially from the future results, performance or achievements expressed or implied in such forward-looking statements. In light of these and other uncertainties, the inclusion of forward-looking statements in this Supplemental Information Memorandum should not be regarded as a representation or warranty by the Issuer, the Principal Adviser, the Lead Arranger or the Lead Manager that the plans and objectives of the Issuer will be achieved.

CONFIDENTIALITY

To the recipient of this Supplemental Information Memorandum:

This Supplemental Information Memorandum and its contents are strictly confidential, and the information herein contained are given to the recipient strictly on the basis that it will remain confidential. Accordingly, this Supplemental Information Memorandum and its contents, or any information, which is made available in connection with any further enquiries, must be held in complete confidence.

This Supplemental Information Memorandum is submitted to potential investors specifically in reference to the Perpetual Sukuk Musharakah Programme and may not be reproduced or used, in whole or in part, for any purpose, nor furnished to any person other than those to whom copies have been sent by the Lead Arranger/Lead Manager.

In the event that there is any contravention of this confidentiality undertaking or there is a reasonable likelihood that this confidentiality undertaking may be contravened, the Issuer and/or the Lead Arranger/Lead Manager may, at its discretion, apply for any remedy available to the Issuer and/or the Lead Arranger/Lead Manager whether at law or equity, including without limitation, injunctions. Each of the Issuer and/or the Lead Arranger/Lead Manager is entitled to fully recover from the contravening party all costs, expenses and losses incurred and/or suffered, in this regard. For the avoidance of doubt, it is hereby deemed that this confidentiality undertaking shall be imposed upon the recipient, the recipient's professional advisors, directors, employees, any persons who may receive this Supplemental Information Memorandum (or any part of it) from the recipient and any other persons concerned with the Perpetual Sukuk Musharakah and the Perpetual Sukuk Musharakah Programme.

The recipient must return this Supplemental Information Memorandum and all reproductions thereof whether in whole or in part and any other information in connection therewith to the Lead Arranger/Lead Manager promptly upon the Lead Arranger/Lead Manager's request.

EACH ISSUANCE OF THE PERPETUAL SUKUK MUSHARAKAH WILL CARRY DIFFERENT RISKS AND ALL INVESTORS SHOULD EVALUATE EACH ISSUANCE OF THE PERPETUAL SUKUK MUSHARAKAH BASED ON ITS MERITS AND RISKS. INVESTORS SHOULD RELY ON THEIR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THEIR INVESTMENT IN THE PERPETUAL SUKUK MUSHARAKAH. IT IS RECOMMENDED THAT PROSPECTIVE INVESTORS CONSULT THEIR FINANCIAL, LEGAL AND OTHER ADVISERS BEFORE PURCHASING OR SUBSCRIBING FOR THE PERPETUAL SUKUK MUSHARAKAH.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents published or issued from time to time after the date hereof shall be deemed to be incorporated in, and to form part of, this Supplemental Information Memorandum:-

- (i) the most recently published annual audited consolidated financial statements and, if published later, the most recently published interim consolidated financial statements (if any) of the Issuer;
- (ii) all supplements or amendments to this Supplemental Information Memorandum circulated by the Issuer, if any, save that any statement contained herein or in a document which is deemed to be incorporated by reference herein shall be

deemed to be modified or superseded for the purpose of this Supplemental Information Memorandum to the extent that a statement contained in any such subsequent document which is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Supplemental Information Memorandum;

- (iii) any pricing supplements prepared and issued in relation to an issuance of the Perpetual Sukuk Musharakah under the Perpetual Sukuk Musharakah Programme; and
- (iv) all announcements of the Issuer at Bursa Malaysia Securities Berhad's website, where applicable.

The Issuer will provide, without charge, to each person to whom a copy of this Supplemental Information Memorandum has been properly delivered, upon the request of such person, a copy of any or all of the documents deemed to be incorporated herein by reference unless such documents have been modified or superseded as specified above. Requests for such documents should be directed to the Issuer.

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SECTION 1.0 AMENDMENTS TO THE INFORMATION MEMORANDUM

The information set out in this section is an executive summary of the principal features of the Perpetual Sukuk Musharakah Programme. It is qualified in its entirety by, and must be read in conjunction with, the further detailed information appearing elsewhere in this Supplemental Information Memorandum.

1.1 Amendments to Section 1.2 of the Information Memorandum

Section 1.2 (Brief summary of the structure of the Perpetual Sukuk Musharakah Programme) of the Information Memorandum is hereby amended and varied with the amendments highlighted in bold italic as follows:

“1.2 Brief summary of the structure of the Perpetual Sukuk Musharakah Programme

The Perpetual Sukuk Musharakah Programme entails the issuance of Perpetual Sukuk Musharakah of up to Ringgit Malaysia Seven Hundred Million (RM700,000,000.00) in nominal value outstanding at any point in time. The Perpetual Sukuk Musharakah have been structured with a perpetual tenure and there is no fixed maturity date where the Issuer is required to mandatorily redeem the Perpetual Sukuk Musharakah. There are also no events of default or dissolution events which will entitle the Sukuk Trustee or the Sukukholders to declare any or all amounts under the Perpetual Sukuk Musharakah to be immediately due and payable, save for certain Enforcement Events (as defined in the section entitled “*Events of default or enforcement events, where applicable, including recourse available to investors*” of the PTC) namely: (1) where a court order is made or an effective resolution is passed for the liquidation, winding-up or dissolution of the Issuer, provided that a stay on such order has not been granted by the relevant court of competent jurisdiction within thirty (30) days from the date of such order; and (2) the Issuer fails to pay (a) any amount in respect of the Exercise Price (as defined in the section entitled “*Other terms and conditions – Exercise Price*” of the PTC) as a result of a Redemption Event (as defined in the section entitled “*Call option and details, if applicable*” of the PTC) or (b) any amount in respect of the Perpetual Sukuk Musharakah whether in respect of the Expected Periodic Distribution Amount (as defined in the section entitled “*Facility description (for ringgit-denominated sukuk, to provide description as cleared by the SC)*” of the PTC) due and payable or part thereof and any Arrears of Deferred Periodic Distribution (as defined in the section entitled “*Facility description (for ringgit-denominated sukuk, to provide description as cleared by the SC)*” of the PTC), and such failure to pay under items (a) or (b) continues for a period of seven (7) business days or more (for this purpose, such payment of Expected Periodic Distribution Amount or part thereof and Arrears of Deferred Periodic Distribution will not be due if the Issuer has elected to defer such Expected Periodic Distribution Amount or part thereof in accordance with the Transaction Documents). For the avoidance of doubt, a breach of covenant by the Issuer (apart from failure to pay the amounts stated under item (2) above) will not constitute an Enforcement Event.

The Perpetual Sukuk Musharakah Programme will be unrated.

Each Tranche (as defined in the section entitled “*Facility description (for ringgit-denominated sukuk, to provide description as cleared by the SC)*” of the PTC) of Perpetual Sukuk Musharakah issued under the Perpetual Sukuk Musharakah Programme may or may not be secured.

Perpetual Sukuk Musharakah which are secured ("**Secured Perpetual Sukuk Musharakah**") will be secured by such security/collateral to be mutually agreed between the Issuer and the Lead Manager prior to such issuance of Perpetual Sukuk Musharakah under the same Series (as defined in the section entitled "*Facility description (for ringgit-denominated sukuk, to provide description as cleared by the SC)*" of the PTC). The security for each Series is referred to as "**Series Security**".

The details of the Secured Properties (as defined below) and Series Security will be set out in the pricing supplement to be issued prior to the issuance of each Tranche of Perpetual Sukuk Musharakah and will be posted or uploaded onto the FAST or such other system in addition, alternate or substitution thereof in relation to the Perpetual Sukuk Musharakah prior to the issuance of each Tranche of Perpetual Sukuk Musharakah.

The security for each Series of Secured Perpetual Sukuk Musharakah may include (but is not limited to) the following:

- (i) first legal charge and assignment over the relevant Escrow Account (as defined in the section entitled "*Details of designated account(s), if applicable*" of the PTC);
- (ii) first fixed charge (in respect of properties with individual titles) over property(ies) to be mutually agreed between the Issuer and the Lead Manager prior to each issuance ("**Properties With Title**"); and/or
- (iii) specific debenture creating a first fixed charge over property(ies) (in respect of which the individual titles have not been issued) to be mutually agreed between the Issuer and the Lead Manager prior to each issuance ("**Properties Without Title**").

The Properties With Title and the Properties Without Title shall collectively be referred to as "**Secured Properties**".

For the avoidance of doubt, the Secured Properties may comprise solely Properties With Title, solely Properties Without Title or a combination of both and shall include any Eligible Replacement Security (as defined in the section entitled "*Details of security/collateral pledged, if applicable*" of the PTC).

For each Series of the Secured Perpetual Sukuk Musharakah, the Issuer shall open and maintain a Shariah-compliant Escrow Account. In respect of the Perpetual Sukuk Musharakah under the Perpetual Sukuk Musharakah Programme which are unsecured ("**Unsecured Perpetual Sukuk Musharakah**"), the Escrow Account would not be applicable.

In respect of each Series of Secured Perpetual Sukuk Musharakah, a minimum security cover shall be determined and shall be mutually agreed between the Issuer and the Lead Manager prior to such issuance of the first Tranche under such Series of Secured Perpetual Sukuk Musharakah. All Tranches issued under the same Series shall be subjected to the same Security Cover for that Series of Secured Perpetual Sukuk Musharakah. For each Series of Secured Perpetual Sukuk Musharakah, the Issuer shall ensure such minimum Security Cover (as defined below) is met at all times.

"Security Cover" means a minimum security cover to be determined and mutually agreed between the Issuer and the Lead Manager prior to the issuance of the first Tranche under the relevant Series of the Secured Perpetual Sukuk Musharakah. The Security Cover for the relevant Series is calculated in accordance with the Security Cover Formula as set out below:

$$\frac{MV + (EA \times \text{Cash Factor})}{NV}$$

where:

MV = Market Value of the relevant Secured Properties and relevant Eligible Replacement Security as the case may be

EA = Cash amounts in the Escrow Account of the relevant Series

NV = Outstanding nominal value of the Perpetual Sukuk Musharakah of the relevant Series

Cash Factor = to be agreed between the Issuer and the Lead Manager for the relevant Series

"Market Value" means the market value of the Secured Properties (including any Eligible Replacement Security) supported by the latest available valuation report(s) from any one or more property valuers within the agreed panel of property valuers set out in the relevant Transaction Documents and such valuation report(s) is to be addressed to the Security Trustee. In the case of determining the Security Cover prior to each issuance of Secured Perpetual Sukuk Musharakah, the valuation report(s) shall be dated no earlier than one (1) year prior to the proposed issue date of such Secured Perpetual Sukuk Musharakah issuance. In the case of determining the market value of the Eligible Replacement Security pursuant to the Release and Replacement of Security, the valuation report(s) of such Eligible Replacement Security shall be dated no more than six (6) months from the date of the Notification (as defined in item 8.4 below).

The terms and conditions of subsequent Series of Secured Perpetual Sukuk Musharakah in relation to Security Cover Formula, Release and Replacement of Security (as defined in item 8.4 below) and Revaluation of Secured Properties (as defined in item 8.5 below) and Eligible Replacement Security shall be similar to the above terms and conditions, unless otherwise agreed between the Issuer and the Lead Manager and as stated in the relevant Transaction Documents of the subsequent Series of Secured Perpetual Sukuk Musharakah. Additionally, in respect of subsequent Series of Secured Perpetual Sukuk Musharakah, such minimum security cover and the Cash Factor in the Security Cover Formula shall be determined and shall be mutually agreed between the Issuer and the Lead Manager prior to such issuance of the first Tranche under the relevant Series of the Secured Perpetual Sukuk Musharakah.

The Issuer may, at its sole discretion redeem the relevant Perpetual Sukuk Musharakah pursuant to (i) an Optional Redemption (as defined in the section entitled *"Other terms and conditions – Optional Redemption"* of the PTC); or upon the occurrence of certain Redemption Events (as defined in the section entitled *"Call option and details, if applicable"* of the PTC), namely (ii) Accounting Event Redemption (as defined in the section entitled *"Other terms and conditions – Accounting Event Redemption"* of the PTC); **and/or** (iii) a Tax Event Redemption

(as defined in the section entitled “*Other terms and conditions – Tax Event Redemption*” of the PTC); **(iv) a Change in Control Event Redemption (as defined in the section entitled “Other terms and conditions – Change in Control Event Redemption” of the PTC); (v) a Leverage Event Redemption (as defined in the section entitled “Other terms and conditions – Leverage Event Redemption” of the PTC); (vi) a Privatisation Event Redemption (as defined in the section entitled “Other terms and conditions – Privatisation Event Redemption” of the PTC); and/or (vii) a Shareholder Event Redemption (as defined in the section entitled “Other terms and conditions – Shareholder Event Redemption” of the PTC).**

Further, under the terms of the Perpetual Sukuk Musharakah Programme, the Issuer may at its sole discretion opt to defer payment of the Expected Periodic Distribution Amount (in whole or in part) which is otherwise scheduled to be paid on a Periodic Distribution Date (as defined in the section entitled “*Other terms and conditions – Periodic Distribution Frequency*” of the PTC) by giving an irrevocable Optional Deferral Notice (as defined in the section entitled “*Facility description (for ringgit-denominated sukuk, to provide description as cleared by the SC)*” of the PTC), provided that no Compulsory Periodic Distribution Payment Event (as defined in the section entitled “*Other terms and conditions – Periodic Distribution Deferral*” of the PTC) has occurred.

Please refer to Section 2.0 below for details of the principal terms and conditions of the Perpetual Sukuk Musharakah Programme.”

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1.2 Amendments to Section 2.0

Section 2.0 (Principal Terms and Conditions of the Perpetual Sukuk Musharakah Programme) of the Information Memorandum is hereby deleted in its entirety and substituted with the amended PTC as re-lodged with the SC with the amendments highlighted in bold italic as follows:

“The following description is the principal terms and conditions of the Perpetual Sukuk Musharakah Programme. The information set out in this section and the following information relating to the Perpetual Sukuk Musharakah are qualified in its entirety, and must be read in conjunction with, the further detailed information appearing elsewhere in this Supplemental Information Memorandum. Words and expressions used and defined in this section shall, in the event of an inconsistency with the Definitions section of this Supplemental Information Memorandum, only be applicable in this section.

- (1) **Name of facility / programme** : Perpetual Sukuk Musharakah Programme
- (2) **One-time issue or programme** : Programme
- (3) **Shariah principles (for sukuk)** : Musharakah (Profit and loss sharing)
- (4) **Facility description (for ringgit-denominated sukuk, to provide description as cleared by the SC)** : A perpetual Islamic notes issuance programme for the issuance of unrated perpetual Islamic notes (“**Perpetual Sukuk Musharakah**”) of up to RM700.0 million in nominal value based on the Shariah principle of Musharakah (“**Perpetual Sukuk Musharakah Programme**”).

The Perpetual Sukuk Musharakah to be issued under the Perpetual Sukuk Musharakah Programme shall be issued as follows:

- (a) the Perpetual Sukuk Musharakah may be issued in one or more series. Each series may be secured or unsecured and if a series is secured, all Perpetual Sukuk Musharakah issued under that series shall be secured by the same Series Security (as defined below). Each issuance of Perpetual Sukuk Musharakah with the same Secured Properties (as defined in the section entitled “*Details of security/collateral pledged, if applicable*”) shall be referred to as a “**Series**”. For the avoidance of doubt, each secured Series shall be secured by different Secured Properties; and
- (b) each Series may comprise one or more “tranche” with different issue dates and different First Call Dates (as defined in the section entitled “*Other terms and conditions – Periodic Distribution Rate*”). Each Perpetual Sukuk Musharakah issued with the same issue date,

same First Call Date and identical terms and conditions shall be referred to as a **“Tranche”**.

Any issuance of Perpetual Sukuk Musharakah subsequent to the first Tranche of the Perpetual Sukuk Musharakah under the relevant Series shall not require the consent of the holders of the outstanding Perpetual Sukuk Musharakah (**“Sukukholders”**) issued under that Series and such Sukukholders shall be deemed to have consented to the issuance of subsequent Perpetual Sukuk Musharakah under that Series and for such Perpetual Sukuk Musharakah to be equally secured by the same security of that Series on a *pari passu* basis in point of priority and security.

The specific terms of each Tranche will be set out in a pricing supplement (**“Pricing Supplement”**) to be agreed between the Issuer and the Lead Manager(s) of the Perpetual Sukuk Musharakah Programme and/or the relevant Sukukholder(s) of that Tranche and shall be issued prior to the issuance of each Tranche of the Perpetual Sukuk Musharakah. The Pricing Supplement will, amongst others, set out the Secured Properties (if applicable), the Series Security (as defined herein) (if applicable) and the Escrow Account (as described in the section entitled *“Details of designated account(s), if applicable”*) (if applicable) in respect of each Tranche and this shall apply to all Tranches of Perpetual Sukuk Musharakah issued under the said Series under the Perpetual Sukuk Musharakah Programme. The Pricing Supplement in respect of each Tranche, will be posted or uploaded onto the Fully Automated System for Issuing/Tendering (**“FAST”**) (or such other system in addition, alternate or substitution thereof in relation to the Perpetual Sukuk Musharakah) prior to the issuance of each Tranche of Perpetual Sukuk Musharakah under that Series.

The Perpetual Sukuk Musharakah comprise certificates representing undivided beneficial interest in the Musharakah Venture (as defined below) and any funds held by the Manager (as defined below) on account of holders of the Perpetual Sukuk Musharakah (**“Sukukholders”**). A description of the structure and summary of the principal Islamic documents are set out below.

Underlying Transaction

Master Musharakah Agreement

The Sukuk Trustee (on behalf of the Sukukholders) and LBS Bina Group Berhad (**“LBS Bina”** or the **“Issuer”**) shall enter into a master Musharakah agreement (the **“Master Musharakah Agreement”**) under which, the

parties as partners (each a "**Partner**" and collectively the "**Musharakah Partners**") may, from time to time, enter into Musharakah agreements (each a "**Musharakah Agreement**") for the purposes of undertaking a venture (the "**Musharakah Venture**") consisting of Shariah-compliant investments in the business operations of the Issuer and/or its subsidiaries or part thereof identified and held on trust by LBS Bina on behalf of the Sukukholders ("**Business**") which shall be identified prior to the issuance of the Perpetual Sukuk Musharakah.

The Issuer shall issue the Perpetual Sukuk Musharakah to the Sukukholders from time to time and the Sukukholders shall participate in the Musharakah Venture via subscription of the Perpetual Sukuk Musharakah issued by the Issuer. The Perpetual Sukuk Musharakah shall represent the respective Sukukholders' undivided proportionate interest in the Musharakah Venture and any funds held on account of the Sukukholders.

The capital contribution of the Sukukholders ("**Musharakah Capital**") to the Musharakah Venture shall be the proceeds raised from the Perpetual Sukuk Musharakah while LBS Bina contribute the Business as a capital contribution in-kind to the Musharakah Venture. Simultaneously, the Issuer shall make a declaration that it holds on trust the Musharakah Partners' interest in the Business for the benefit of the Sukukholder(s) and itself pursuant to the Musharakah Venture. For the avoidance of doubt, the value of the Business shall be valued at the point of issuance based on net book value, market value or such other valuation methods acceptable to the Shariah Adviser.

The Sukukholder(s) shall appoint the Issuer as the manager to manage the Musharakah Venture ("**Manager**"). Income from the Musharakah Venture shall be distributed to each Partner based on a profit sharing ratio of 95:5 (Sukukholder(s):Issuer). Any losses incurred in the Musharakah Venture shall be borne by each Partner in proportion to each Partner's respective capital contribution in the Musharakah Venture. Each Musharakah Agreement will contain the terms for the expected periodic distributions from that Musharakah Venture for each agreed period (each a "**Distribution Period**"). The expected periodic distribution amount ("**Expected Periodic Distribution Amount**") on any relevant Periodic Distribution Date (as defined in the section entitled "*Other terms and conditions - Periodic Distribution Frequency*") is calculated at the prevailing Periodic Distribution Rate (as defined in the section entitled "*Other terms and conditions - Periodic*

Distribution Rate") on the nominal value of the relevant Tranche (as defined in the section entitled "*Other terms and conditions – Periodic Distribution Rate*") of the Perpetual Sukuk Musharakah.

Should the Issuer decide to dissolve or dispose of the Business from time to time throughout the tenure of the Perpetual Sukuk Musharakah, the Manager shall substitute the Business with a new business that is Shariah-compliant and approved by the Shariah Adviser via a substitution agreement to be entered between the Manager and the Sukuk Trustee (on behalf of the Sukukholders). For the avoidance of doubt, the Business of the existing Musharakah Venture shall be substituted with a different Business which is of at least equal value to the Business of such existing Musharakah Venture being replaced.

Under the relevant Musharakah Venture, the Sukukholders have agreed upfront that they shall receive income generated from the relevant Musharakah Venture up to the aggregate Expected Periodic Distribution Amount. Any excess income from the relevant Musharakah Venture shall be retained by the Manager as a reserve ("**Reserve**") on behalf of the Sukukholders which may be utilised by the Manager, from time to time for its own purposes provided that the Manager shall be required to re-credit such amount when (a) there is a Shortfall (as defined below) and to the extent required of such Shortfall; and (b) upon the dissolution of the relevant Musharakah Venture pursuant to the Redemption Events (as defined in the section entitled "*Call options and details, if applicable*") and/or Enforcement Events (as defined in the section entitled "*Events of default or enforcement events, where applicable, including recourse available to investors*"). Upon dissolution of the relevant Musharakah Venture pursuant to the Redemption Events and/or Enforcement Events, if there is a positive balance in the Reserve, such amount in the Reserve shall be given to the Manager as an incentive fee.

In the event the income generated is insufficient to pay the Expected Periodic Distribution Amount, the Manager (i) shall utilise any amount available in the Reserve to cover the shortfall between such Expected Periodic Distribution Amount and the income generated ("**Shortfall**") and (ii) may at its sole discretion provide a Shariah-compliant liquidity facility whereby it shall advance to the Sukuk Trustee (on behalf of the Sukukholders) an amount 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 in full of the said Expected Periodic Distribution Amount. Any amount of liquidity facility advanced by the Manager to the Sukuk Trustee (on behalf of the Sukukholders) throughout the tenure of the Perpetual Sukuk Musharakah shall be repaid to the Manager upon redemption of the Perpetual Sukuk Musharakah in full and such amount to be repaid shall be referred to as the “**Liquidity Facility**”.

Periodic Distribution Deferral

The Sukukholders agree that LBS Bina may at its sole discretion (unless a Compulsory Periodic Distribution Payment Event (as defined in the section entitled “*Other terms and conditions – Periodic Distribution Deferral*”) has occurred) elect to make payment of all or some of the Expected Periodic Distribution Amount (such Expected Periodic Distribution Amount being deferred shall constitute the “**Arrears of Deferred Periodic Distribution**”) on the Periodic Distribution Date or elect to defer all or some of such payment by giving an optional deferral notice (“**Optional Deferral Notice**”) to the Facility Agent and the Sukuk Trustee (for and on behalf of the Sukukholders) not less than fifteen (15) days and not more than thirty (30) days prior to the relevant Periodic Distribution Date.

Each amount of Arrears of Deferred Periodic Distribution shall itself be entitled to Expected Periodic Distribution Amounts (as the deferred Expected Periodic Distribution Amount will form part of the Sukukholders’ Musharakah 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 pursuant to this paragraph. 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.

Partial or Full Deferral

- (a) **Income from Musharakah Venture equal to or in excess of Expected Periodic**

Distribution Amount

If there is sufficient income generated from the relevant Musharakah 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 Musharakah, under the relevant Musharakah Agreement, the Sukukholders irrevocably authorise the Manager to reinvest the income generated from the relevant Musharakah Venture up to the value of such Expected Periodic Distribution Amount being deferred pursuant to the Optional Deferral (as outlined in the section entitled “*Other terms and conditions - Periodic Distribution Deferral*”) into the existing Musharakah 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 Musharakah. Any excess of the income generated from the relevant Musharakah Venture above the relevant Expected Periodic Distribution Amount shall be retained by the Manager in the Reserve on behalf of the Sukukholders.

Any payment of the Arrears of Deferred Periodic Distribution which are reinvested into the Musharakah 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 Musharakah on a pro-rata basis and the respective Sukukholders’ Musharakah 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 Musharakah Venture shall be disregarded.

(b) Income from the Musharakah Venture less than Expected Periodic Distribution Amount

If the income from the relevant Musharakah Venture is insufficient to pay the Expected Periodic Distribution Amount or such part thereof which has not been deferred pursuant to the Optional Deferral (as outlined in the

section entitled “*Other terms and conditions - Periodic Distribution Deferral*”) and is therefore due and payable, the Manager (i) shall utilise any amount available in the Reserve to cover the Shortfall in respect of such Expected Periodic Distribution Amount which has not been deferred and is therefore due and payable and (ii) may at its sole discretion, provide a 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 Liquidity Facility shall be repaid to the Manager upon redemption of the Perpetual Sukuk Musharakah in full.

In the event the income generated from the relevant Musharakah Venture is lower than the Expected Periodic Distribution Amount deferred or a loss situation occurs in the relevant Musharakah Venture and the amount in the Reserve has been fully utilised, the relevant Musharakah Venture shall be dissolved (“**Deferral Dissolution**”) through an exercise of the Purchase Undertaking (as defined herein), and such part of or all of the Exercise Price (as defined in the section entitled “*Other terms and conditions - Exercise Price*”) shall be applied towards investment in a new Musharakah Venture. The balance of the Exercise Price which is not applied towards investment in a new Musharakah 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 Musharakah Venture and investment into a new Musharakah Venture shall be made in the books of the Manager. For the avoidance of doubt, (i) a dissolution of the relevant Musharakah Venture in this manner will not result in a redemption of the relevant Perpetual Sukuk Musharakah and (ii) any investment shall not increase the nominal value of the relevant Perpetual Sukuk Musharakah.

Purchase Undertaking

The Issuer, as the obligor to the Purchase Undertaking (“**Purchase Undertaking Obligor**”), shall issue a master purchase undertaking (“**Purchase Undertaking**”) to the Sukuk Trustee (acting for and on behalf of the Sukukholders), where the Issuer (as the

Purchase Undertaking Obligor) undertakes to purchase the Sukukholders' interests in the relevant Musharakah Venture from the Sukuk Trustee (acting for and on behalf of the Sukukholders) at the Exercise Price upon (i) the declaration of an Enforcement Event in accordance with the terms set out herein; or (ii) a Deferral Dissolution and to execute a sale agreement for such purchase. The purchase of the Sukukholders' undivided beneficial interests in the relevant Musharakah Venture would result in the dissolution of the said Musharakah Venture.

For the avoidance of doubt, in the case of Deferral Dissolution, the Exercise Price pursuant to the exercise of the Purchase Undertaking less the amount of such portion of the Expected Periodic Distribution Amount which is not deferred shall be invested into a new Musharakah Venture and the balance of the Exercise Price (if applicable) shall be distributed to the Sukukholders as Expected Periodic Distribution Amount which is not deferred.

The Business of the new Musharakah Venture shall be different from the original Business that was part of the dissolved Musharakah Venture.

Sale Undertaking

The Sukuk Trustee (for and on behalf of the Sukukholders) shall issue a master sale undertaking ("**Sale Undertaking**") to the Issuer, where the Sukuk Trustee (for and on behalf of the Sukukholders) undertakes to sell the Sukukholders' interests in the relevant Musharakah Venture to the Issuer at the Exercise Price, upon redemption of the Perpetual Sukuk Musharakah pursuant to the relevant Redemption Events and execute a sale agreement for such sale, in accordance with the terms as set out herein.

The Exercise Price shall be the sum payable by the Issuer to the Sukukholders pursuant to the relevant Redemption Events, Deferral Dissolution or Enforcement Events and such purchase shall be effected by the Issuer via a sale agreement pursuant to the Sale Undertaking or the Purchase Undertaking, as the case may be. The Exercise Price shall be calculated in accordance with the formula described in the section entitled "*Other terms and conditions - Exercise Price*".

For the avoidance of doubt, a separate sale agreement shall be executed from time to time upon the occurrence of a Redemption Event or a Deferral Dissolution or an Enforcement Event, where relevant, pursuant to the Purchase Undertaking or Sale

Undertaking, as the case may be.

- (5) **Currency** : Ringgit
- (6) **Expected facility / programme size** : Up to MYR700,000,000.00
- (7) **Option to upsize** : Yes

Additional Notes

The Issuer has the option to upsize the Perpetual Sukuk Musharakah Programme's limit, from time to time, subject to the following being fulfilled prior to the exercise of the option:

- (a) the Sukukholders shall via the Trust Deed provide their upfront consent for any upsizing of the Perpetual Sukuk Musharakah Programme;
- (b) consent from existing lenders/financiers has been obtained, if required;
- (c) compliance with the relevant guidelines as may be issued by the Securities Commission Malaysia ("**SC**") from time to time including the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework issued by the SC on 9 March 2015 and revised on 26 November 2019 (as amended from time to time) ("**LOLA Guidelines**"); and
- (d) the necessary corporate authorisations of the Issuer have been obtained.

For the avoidance of doubt, consent from the Sukuk Trustee, the Facility Agent or any other party under the Perpetual Sukuk Musharakah Programme is not required when the Issuer exercises its option to upsize the limit of the Perpetual Sukuk Musharakah Programme.

- (8) **Tenure of facility/ programme** : Perpetual
- (9) **Availability Period for Programme** : The Perpetual Sukuk Musharakah Programme shall be available for issuance in perpetuity and the Perpetual Sukuk Musharakah may be issued at any time upon completion of the Transaction Documents and fulfilment of all Conditions Precedent to the satisfaction of the Lead Arranger, unless waived by the Lead Arranger, provided that the first issuance of the Perpetual Sukuk Musharakah shall be made within sixty (60) business days from the date of lodgement of the required information and documents relating to the Perpetual

Sukuk Musharakah with the SC (“**Lodgement**”).

- (10) **Clearing settlement platform(s)** & : Payments Network Malaysia Sdn Bhd (“**PayNet**”).
- (11) **Mode of issue** : ☒ Private/direct placement
☒ Bought deal
☒ Book building
- (12) **Selling Restrictions** : (i) At issuance
☒ Part I of Schedule 6 of the Capital Markets & Services Act, 2007 (CMSA)
☒ Part I of Schedule 7 of the CMSA
☒ Read together with Schedule 9 of CMSA
(ii) After issuance
☒ Part I of Schedule 6 of the CMSA
☒ Read together with Schedule 9 of CMSA

Additional Notes:

Selling Restrictions at Issuance

The Perpetual Sukuk Musharakah may only be offered, sold, transferred or otherwise disposed directly or indirectly, to a person to whom an offer for subscription or purchase of, or invitation to subscribe for or purchase the Perpetual Sukuk Musharakah and to whom the Perpetual Sukuk Musharakah are issued would fall within Part I of Schedule 6 and Part I of Schedule 7 of the CMSA read together with Schedule 9 or Section 257(3) of the CMSA, subject to any change in the applicable laws.

Selling Restrictions Thereafter

The Perpetual Sukuk Musharakah may only be offered, sold, transferred or otherwise disposed directly or indirectly, to a person to whom an offer for subscription or purchase of, or invitation to subscribe for or purchase the Perpetual Sukuk Musharakah and to whom the Perpetual Sukuk Musharakah are issued would fall within Part I of Schedule 6 of the CMSA read together with Schedule 9 or Section 257(3) of the CMSA, subject to any change in the applicable laws.

- (13) **Tradability and transferability** and : Size in Ringgit which are tradable and transferable:
MYR 700,000,000.00

Size in Ringgit which are non-tradable and non-transferable:

Not applicable

(14) Details of security/collateral pledged, if applicable :

Secured/combination of secured and unsecured, details as follows:

Each Tranche of Perpetual Sukuk Musharakah issued under the Perpetual Sukuk Musharakah Programme may or may not be secured. Perpetual Sukuk Musharakah which are secured ("**Secured Perpetual Sukuk Musharakah**") will be secured by such security/collateral to be mutually agreed between the Issuer and the Lead Manager(s) prior to such issuance of Perpetual Sukuk Musharakah under the same Series. The security for each Series is referred to as "**Series Security**".

The details of the Secured Properties (as defined herein) and Series Security will be set out in the Pricing Supplement to be issued prior to the issuance of each Tranche of Perpetual Sukuk Musharakah and will be posted or uploaded onto the FAST or such other system in addition, alternate or substitution thereof in relation to the Perpetual Sukuk Musharakah prior to the issuance of each Tranche of Perpetual Sukuk Musharakah.

Series Security

The security for each Series of Secured Perpetual Sukuk Musharakah may include (but is not limited to) the following:

- (a) first legal charge and assignment over the relevant Escrow Account;
- (b) first fixed charge (in respect of properties with individual titles) over property(ies) to be mutually agreed between the Issuer and the Lead Manager prior to each issuance ("**Properties With Title**"); and/or
- (c) specific debenture creating a first fixed charge over property(ies) (in respect of which the individual titles have not been issued) to be mutually agreed between the Issuer and the Lead Manager prior to each issuance ("**Properties Without Title**").

The Properties With Title and the Properties Without Title shall collectively be referred to as "**Secured Properties**".

For the avoidance of doubt, the Secured Properties may comprise solely Properties With Title, solely Properties Without Title or a combination of both and shall include any Eligible Replacement Security (as defined below).

Security for First Series

In respect of the First Series, the security shall comprise a first legal assignment and charge over the Escrow Account (First Series) (as defined below) and shall include a first fixed charge or a specific debenture creating a first fixed charge over a combination of any of the following (which shall be determined prior to the first issuance under the First Series):

- (a) two (2) parcels of land measuring approximately 341.85 acres held under title no. PN 57073 Lot 22823 and PN 57074 Lot 22824, in Mukim Ulu Sungai Johor, District Kota Tinggi, Johor (Security Party: Iringan Kejora Sdn Bhd);
- (b) three (3) levels retail mall together with two (2) levels car parking bays and basement level of car park known as “**M3 Mall**” held under Parent Lot No. 200969, Master Title No. PN 51159, in Mukim Setapak, District Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur measuring approximately 13,095 square metres (Security Party: Gerbang Mekar Sdn Bhd);
- (c) two (2) parcels of commercial land measuring approximately 34.79 acres held under title no. PN 117442 Lot 77380 (formerly known as HSD 41694 PT 44802) and PN 117443 Lot 77381 (formerly known as HSD 41695 Lot 44803), in Mukim Tanjong Duabelas, District Kuala Langat, Selangor (Security Party: Seribu Baiduri Sdn Bhd);
- (d) a parcel of development land referred to as Block 1 measuring approximately 53.13 acres held under title no. GRN 573732 Lot 11182 (formerly known as HSD 43061 PTD 18599), in Mukim Linau, District Batu Pahat, Johor (Security Party: Focal Remedy Sdn Bhd);
- (e) a parcel of development land referred to as Block 7 measuring approximately 109 acres held under title no. HSD 43067 PTD 18605, in Mukim Linau, District Batu Pahat, Johor (Security Party: Focal Remedy Sdn Bhd);
- (f) a parcel of development land referred to as Block 8 measuring approximately 59.21 acres

held under title no. HSD 43068 PTD 18606, in Mukim Linau, District Batu Pahat, Johor (Security Party: Focal Remedy Sdn Bhd);

- (g) 89 nos. bungalow plots within Block 10 measuring approximately 14.46 acres held under titles no. (1) GRN 357702 Lot 8509 (formerly known as HSD 41617 PTD 6785); (2) GRN 357699 Lot 8508 (formerly known as HSD 41618 PTD 6786); (3) GRN 357690 Lot 8505 (formerly known as HSD 41621 PTD 6789); (4) GRN 357688 Lot 8504 (formerly known as HSD 41622 PTD 6790); (5) GRN 357677 Lot 8501 (formerly known as HSD 41625 PTD 6793); (6) GRN 357676 Lot 8500 (formerly known as HSD 41626 PTD 6794); (7) GRN 357675 Lot 8499 (formerly known as HSD 41627 PTD 6795); (8) GRN 357674 Lot 8498 (formerly known as HSD 41628 PTD 6796); (9) GRN 357554 Lot 8497 (formerly known as HSD 41629 PTD 6797); (10) GRN 357552 Lot 8496 (formerly known as HSD 41630 PTD 6798); (11) GRN 357549 Lot 8495 (formerly known as HSD 41631 PTD 6799); (12) GRN 357530 Lot 8490 (formerly known as HSD 41636 PTD 6804); (13) GRN 357528 Lot 8489 (formerly known as HSD 41637 PTD 6805); (14) GRN 357522 Lot 8488 (formerly known as HSD 41638 PTD 6806); (15) GRN 357489 Lot 8485 (formerly known as HSD 41641 PTD 6809); (16) GRN 357467 Lot 8484 (formerly known as HSD 41642 PTD 6810); (17) GRN 358922 Lot 8481 (formerly known as HSD 41645 PTD 6813); (18) GRN 358920 Lot 8480 (formerly known as HSD 41646 PTD 6814); (19) GRN 358914 Lot 8477 (formerly known as HSD 41649 PTD 6817); (20) GRN 358912 Lot 8476 (formerly known as HSD 41650 PTD 6818); (21) GRN 358886 Lot 8439 (formerly known as HSD 41651 PTD 6819); (22) GRN 358905 Lot 8472 (formerly known as HSD 41655 PTD 6823); (23) GRN 358906 Lot 8473 (formerly known as HSD 41656 PTD 6824); (24) GRN 358908 Lot 8474 (formerly known as HSD 41657 PTD 6825); (25) GRN 358910 Lot 8475 (formerly known as HSD 41658 PTD 6826); (26) GRN 357659 Lot 8556 (formerly known as HSD 41667 PTD 6835); (27) GRN 357660 Lot 8557 (formerly known as HSD 41668 PTD 6836); (28) GRN 357662 Lot 8558 (formerly known as HSD 41669 PTD 6837); (29) GRN 357663 Lot 8559 (formerly known as HSD 41670 PTD 6838); (30) GRN 357665 Lot 8560 (formerly known as HSD 41671 PTD 6839); (31) GRN 357744 Lot 8621 (formerly known as HSD 41674 PTD 6842); (32) GRN 357746 Lot 8622 (formerly known as HSD 41675 PTD 6843); (33) GRN 357752 Lot 8623

(formerly known as HSD 41676 PTD 6844); (34) GRN 357763 Lot 8626 (formerly known as HSD 41679 PTD 6847); (35) GRN 357773 Lot 8627 (formerly known as HSD 41680 PTD 6848); (36) GRN 357777 Lot 8628 (formerly known as HSD 41681 PTD 6849); (37) GRN 357781 Lot 8629 (formerly known as HSD 41682 PTD 6850); (38) GRN 357784 Lot 8630 (formerly known as HSD 41683 PTD 6851); (39) GRN 357727 Lot 8615 (formerly known as HSD 41687 PTD 6855); (40) GRN 357723 Lot 8614 (formerly known as HSD 41688 PTD 6856); (41) GRN 357720 Lot 8613 (formerly known as HSD 41689 PTD 6857); (42) GRN 357718 Lot 8612 (formerly known as HSD 41690 PTD 6858); (43) GRN 357712 Lot 8609 (formerly known as HSD 41693 PTD 6861); (44) GRN 357710 Lot 8608 (formerly known as HSD 41694 PTD 6862); (45) GRN 357586 Lot 8543 (formerly known as HSD 41700 PTD 6868); (46) GRN 357563 Lot 8538 (formerly known as HSD 41705 PTD 6873); (47) GRN 357560 Lot 8537 (formerly known as HSD 41706 PTD 6874); (48) GRN 358899 Lot 8469 (formerly known as HSD 41709 PTD 6877); (49) GRN 358888 Lot 8464 (formerly known as HSD 41714 PTD 6882); (50) GRN 358881 Lot 8437 (formerly known as HSD 41715 PTD 6883); (51) GRN 358316 Lot 8436 (formerly known as HSD 41716 PTD 6884); (52) GRN 358039 Lot 8458 (formerly known as HSD 41717 PTD 6885); (53) GRN 358041 Lot 8459 (formerly known as HSD 41718 PTD 6886); (54) GRN 358045 Lot 8462 (formerly known as HSD 41721 PTD 6889); (55) GRN 357915 Lot 8598 (formerly known as HSD 41726 PTD 6894); (56) GRN 357916 Lot 8599 (formerly known as HSD 41727 PTD 6895); (57) GRN 357917 Lot 8600 (formerly known as HSD 41728 PTD 6896); (58) GRN 357923 Lot 8606 (formerly known as HSD 41734 PTD 6902); (59) GRN 357909 Lot 8592 (formerly known as HSD 41737 PTD 6905); (60) GRN 357908 Lot 8591 (formerly known as HSD 41738 PTD 6906); (61) GRN 357904 Lot 8587 (formerly known as HSD 41742 PTD 6910); (62) GRN 357903 Lot 8586 (formerly known as HSD 41743 PTD 6911); (63) GRN 357902 Lot 8585 (formerly known as HSD 41744 PTD 6912); (64) GRN 358032 Lot 8454 (formerly known as HSD 41750 PTD 6919); (65) GRN 358031 Lot 8453 (formerly known as HSD 41751 PTD 6920); (66) GRN 358030 Lot 8452 (formerly known as HSD 41752 PTD 6921); (67) GRN 358000 Lot 8435 (formerly known as HSD 41753 PTD 6922); (68) GRN 358024 Lot 8448 (formerly known as HSD 41757 PTD 6926); (69) GRN 358025 Lot 8449 (formerly known as HSD 41758 PTD 6927); (70)

GRN 358119 Lot 8572 (formerly known as HSD 41773 PTD 6942); (71) GRN 358120 Lot 8573 (formerly known as HSD 41774 PTD 6943); (72) GRN 358121 Lot 8574 (formerly known as HSD 41775 PTD 6944); (73) GRN 358124 Lot 8577 (formerly known as HSD 41778 PTD 6947); (74) GRN 358125 Lot 8578 (formerly known as HSD 41779 PTD 6948); (75) GRN 358126 Lot 8579 (formerly known as HSD 41780 PTD 6949); (76) GRN 358118 Lot 8571 (formerly known as HSD 41784 PTD 6953); (77) GRN 358117 Lot 8570 (formerly known as HSD 41785 PTD 6954); (78) GRN 358116 Lot 8569 (formerly known as HSD 41786 PTD 6955); (79) GRN 358115 Lot 8568 (formerly known as HSD 41787 PTD 6956); (80) GRN 358112 Lot 8565 (formerly known as HSD 41790 PTD 6959); (81) GRN 358111 Lot 8564 (formerly known as HSD 41791 PTD 6960); (82) GRN 358385 Lot 8521 (formerly known as HSD 41795 PTD 6964); (83) GRN 358383 Lot 8520 (formerly known as HSD 41796 PTD 6965); (84) GRN 358382 Lot 8519 (formerly known as HSD 41797 PTD 6966); (85) GRN 358372 Lot 8513 (formerly known as HSD 41803 PTD 6972); (86) GRN 358003 Lot 8442 (formerly known as HSD 41810 PTD 6979); (87) GRN 358002 Lot 8441 (formerly known as HSD 41811 PTD 6980); (88) GRN 358001 Lot 8440 (formerly known as HSD 41812 PTD 6981); (89) GRN 357998 Lot 8433 (formerly known as HSD 41813 PTD 6982), in Mukim Linau, District Batu Pahat, Johor (Security Party: Focal Remedy Sdn Bhd); and/or

- (h) a parcel of development land referred to as Block 16 measuring approximately 59.85 acres held under title no. HSD 43076 PTD 18614, in Mukim Linau, District Batu Pahat, Johor (Security Party: Focal Remedy Sdn Bhd).

For the First Series, the Issuer shall ensure the following Security Cover (as defined below) is met at all times.

"First Series" means the first Series of Perpetual Sukuk Musharakah under the Perpetual Sukuk Musharakah Programme, which shall be a Secured Perpetual Sukuk Musharakah.

"Security Cover" means:-

in respect of the First Series, a minimum security cover of 1.43 times calculated in accordance with the following formula (the **"Security Cover Formula"**):-

$$\frac{MV + (EA \times \text{Cash Factor})}{NV}$$

where:

MV = Market Value of the Secured Properties and Eligible Replacement Security as the case may be

EA = Cash amounts in the Escrow Account (First Series)

NV = Outstanding nominal value of the Perpetual Sukuk Musharakah of the First Series

Cash Factor = 2

"Market Value" means the market value of the Secured Properties (including any Eligible Replacement Security) supported by the latest available valuation report(s) from any one or more property valuers within the agreed panel of property valuers set out in the relevant Transaction Documents (as defined below) and such valuation report(s) is to be addressed to the Security Trustee. In the case of determining the Security Cover prior to each issuance of Secured Perpetual Sukuk Musharakah, the valuation report(s) shall be dated no earlier than one (1) year prior to the proposed issue date of such Secured Perpetual Sukuk Musharakah issuance. In the case of determining the market value of the Eligible Replacement Security pursuant to the Release and Replacement of Security, the valuation report(s) of such Eligible Replacement Security shall be dated no more than six (6) months from the date of the Notification (as defined below).

(A) Release and Replacement of Security

The Issuer may request for the release of any of the Secured Properties to be replaced with Eligible Replacement Security and/or deposit cash amount into the Escrow Account provided always that the Security Cover is met at all times.

Where the Issuer wishes to effect any Release and Replacement of Security, the Issuer shall provide the Security Trustee and the Sukuk Trustee with at least fifteen (15) business days' prior notice ("**Notification**") for the Security Trustee and the Sukuk Trustee to initiate such necessary actions in relation to such Release and Replacement of Security. The date of which the replacement of the Secured Properties with Eligible Replacement Security take effect shall be referred to as "**Security Replacement Date**".

(B) Revaluation of Secured Properties and Eligible Replacement Security

All the Secured Properties, including Eligible Replacement Security shall be revalued every three (3) years from the issue date of the first Tranche of the Secured Perpetual Sukuk Musharakah under the relevant Series or three (3) years from the replacement date of the Secured Properties and Eligible Replacement Security, where applicable (each a "**Revaluation Date**"). The revaluation shall be based on a valuation report dated no more than six (6) months from the Revaluation Date.

In relation to the First Series, on each Revaluation Date,

- (i) if the Security Cover is more than 1.43 times, the Issuer may request for a release or withdraw any of the Secured Properties, Eligible Replacement Security and/or cash in Escrow Account (First Series) in excess of the Security Cover of 1.43 times; and
- (ii) if the Security Cover is less than 1.43 times, the Issuer shall provide additional Eligible Replacement Security and/or cash deposit or procure the deposit of the relevant amount into the Escrow Account (First Series), in order for the Security Cover to be at least 1.43 time within two (2) months from such relevant Revaluation Date.

In the event the Security Cover of 1.43 times is not met within two (2) months from the relevant Revaluation Date, the Periodic Distribution Rate (as defined below) shall be increased by an expected profit rate of three percent (3%) per annum above the prevailing Periodic Distribution Rate with effect from the expiry of two (2) months from the relevant Revaluation Date.

Upon the Issuer providing Secured Properties, Eligible Replacement Security and/or deposit cash amount into the Escrow Account (First Series) causing the Security Cover to be at least 1.43 times, the Periodic Distribution Rate shall revert to the prevailing Periodic Distribution Rate with effect from the day immediately after the date on which the Security Cover is at least 1.43 times.

"Eligible Replacement Security" in relation to the First Series, means first fixed charge or a specific debenture creating a first fixed charge over any one, or more of the following properties (items (a) to (e) of which the approval from the holders of the Perpetual Sukuk Musharakah ("**Perpetual Sukuk Musharakah**")

Holders”) are not required):

- (a) one (1) parcel of commercial land measuring approximately 5.13 acres held under title no. HSD 4791 PT 3273, in Mukim Tanah Rata, District Cameron Highlands, Pahang (Security Party: Casa Inspirasi Sdn Bhd);
- (b) one (1) parcel of residential land measuring approximately 4.30 acres held under title no. HSD 4795 PT 3277, in Mukim Tanah Rata, District Cameron Highlands, Pahang (Security Party: Casa Inspirasi Sdn Bhd);
- (c) one (1) parcel of residential land measuring approximately 52.88 acres held under title no. HSD 4797 PT 3279, in Mukim Tanah Rata, District Cameron Highlands, Pahang (Security Party: Casa Inspirasi Sdn Bhd);
- (d) one (1) parcel of commercial land measuring approximately 1.11 acres held under title no. PN 27955 Lot 15438, in Mukim Tanah Rata, District Cameron Highlands, Pahang (Security Party: Casa Inspirasi Sdn Bhd);
- (e) such other properties referred to in the section **“Security for First Series”** above which have not been utilised as security for the First Series; and/or
- (f) such other identified properties subject to the approval by Perpetual Sukuk Musharakah Holders by way of a special resolution.

The terms and conditions of subsequent Series of Secured Perpetual Sukuk Musharakah in relation to Security Cover Formula, Release and Replacement of Security and Revaluation of Secured Properties and Eligible Replacement Security shall be similar to the above terms and conditions, unless otherwise agreed between the Issuer and the Lead Manager and as stated in the relevant Transaction Documents of the subsequent Series of Secured Perpetual Sukuk Musharakah. Additionally, in respect of subsequent Series of Secured Perpetual Sukuk Musharakah, such minimum security cover and the Cash Factor in the Security Cover Formula shall be determined and shall be mutually agreed between the Issuer and the Lead Manager prior to such issuance of the first Tranche under the relevant Series of the Secured Perpetual Sukuk Musharakah.

Enforcement of Series Security

The Security for all Series of Secured Perpetual Sukuk Musharakah shall be immediately enforceable upon an event of winding up of the Issuer, i.e. when the final and effective order is made or an effective resolution is passed for the winding-up or dissolution of the Issuer, provided that a stay on such order has not been granted by the relevant court of competent jurisdiction within thirty (30) days from the date of such order.

- | | | | |
|------|--|---|--|
| (15) | Details of guarantee, if applicable | : | Not guaranteed |
| (16) | Convertibility of issuance and details of the convertibility | : | Non-convertible |
| (17) | Exchangeability of issuance and details of the exchangeability | : | Non-exchangeable |
| (18) | Call option and details, if applicable | : | <p>Call option, details as follows:</p> <p>The Issuer may redeem the Perpetual Sukuk Musharakah pursuant to the following:</p> <ol style="list-style-type: none"> (1) Optional Redemption (as defined in the section entitled “<i>Other terms and conditions – Optional Redemption</i>”); (2) Accounting Event Redemption (as defined in the section entitled “<i>Other terms and conditions – Accounting Event Redemption</i>”); (3) Tax Event Redemption (as defined in the section entitled “<i>Other terms and conditions – Tax Event Redemption</i>”); <u>(4) Change in Control Event Redemption (as defined in the section entitled “<i>Other terms and conditions – Change in Control Event Redemption</i>”);</u> <u>(5) Leverage Event Redemption (as defined in the section entitled “<i>Other terms and conditions – Leverage Event Redemption</i>”);</u> <u>(6) Privatisation Event Redemption (as defined in the section entitled “<i>Other terms and conditions – Privatisation Event Redemption</i>”); or</u> |

(7) Shareholder Event Redemption (as defined in the section entitled "Other terms and conditions – Shareholder Event Redemption"):

(collectively, the "Redemption Events" and each a "Redemption Event").

(19) Put option and details, if applicable : No put option

(20) Positive covenants : Positive covenants, details as follows:

For so long as any liability under the Perpetual Sukuk Musharakah Programme remains undischarged:

- (1) the Issuer shall maintain in full force and effect, and promptly renew from time to time, all relevant authorisations, consents, rights, licences, approvals and permits (governmental and otherwise) and will promptly obtain any further authorisations, consents, rights, licences, approvals and permits (governmental and otherwise) which are or may become necessary to enable it to own its assets, to carry on its business or for the Issuer to enter into or perform its obligations under the Transaction Documents or to ensure the validity, enforceability, admissibility in evidence of the obligations of the Issuer or the priority or rights of the Sukukholders under the Transaction Documents and the Issuer shall comply with the same;
- (2) the Issuer shall at all times on demand execute all such further documents and do all such further acts necessary at any time or times to give effect to the terms and conditions of the Transaction Documents;
- (3) the Issuer shall exercise reasonable diligence in carrying out its business and affairs in a proper and efficient manner and in accordance with sound financial and commercial standards and practices, which shall ensure, among others, that all necessary approvals or relevant licences are obtained and maintained;
- (4) the Issuer shall promptly comply with the terms and perform and carry out all its obligations under the Perpetual Sukuk Musharakah Programme and all the Transaction Documents to which it is a party (including but not limited to payment of amounts due under the Perpetual Sukuk Musharakah on the relevant dates on

- which such amounts are due and payable, subject to the Optional Deferral) and ensure that it shall immediately notify the Sukuk Trustee in the event that the Issuer is unable to fulfil or comply with any of the provisions of the Transaction Documents;
- (5) each of the Issuer and the parties from time to time providing security to the Security Trustee for the benefit of the Sukukholders ("**Security Parties**") shall promptly perform and carry out its obligations under the Transaction Documents to which it is a party;
 - (6) the Issuer shall open and maintain the required Designated Accounts, pay all relevant amounts into such Designated Accounts, make all payments from such Designated Accounts only as permitted under the Transaction Documents, and comply with the terms and conditions of the Transaction Documents in all matters concerning the Designated Accounts;
 - (7) the Issuer shall prepare its financial statements on a basis consistently applied in accordance with approved accounting standards in Malaysia and those financial statements shall give a true and fair view of the results of the operations of the Issuer for the period to which the financial statements are made and shall disclose or provide against all liabilities (actual or contingent) of the Issuer;
 - (8) the Issuer shall preserve and maintain good and valid title to its properties and assets;
 - (9) the Issuer shall pay and discharge all taxes imposed upon it or its assets within the time period allowed save to the extent that (a) payment is being contested in good faith, and for which adequate reserves are being maintained for those taxes, or (b) payment can be lawfully withheld;
 - (10) the Issuer shall promptly comply with all applicable laws and regulations including the provisions of the CMSA and/or the notes, circulars, conditions or guidelines issued by the SC from time to time with regards to the Perpetual Sukuk Musharakah Programme;
 - (11) the Issuer shall to the extent required by law, punctually pay and discharge all indebtedness payable by it on or before their due dates;

- (12) the Issuer shall do all things necessary to preserve, renew and keep in full force and effect its legal existence;
- (13) the Issuer shall at all times maintain a paying agent who is based in Malaysia and the Issuer shall procure the paying agent to notify the Sukuk Trustee, through the Facility Agent, if the paying agent does not receive payment from the Issuer on the due dates as required under the Trust Deed and the terms and conditions of the Perpetual Sukuk Musharakah (unless any payment is deferred in accordance with the terms of the Perpetual Sukuk Musharakah);
- (14) the Issuer shall keep proper books and accounts at all times and to provide the Sukuk Trustee and any person appointed by it (e.g. auditors) access to such books and accounts to the extent permitted by law with a notice of seven (7) business days to be given in writing;
- (15) the Issuer shall ensure that the terms in the Transaction Documents do not contain any matter which is inconsistent with the provisions of the information memorandum issued in relation to the Perpetual Sukuk Musharakah Programme (if applicable);
- (16) the Issuer shall maintain adequate Takaful / insurance where necessary for the business of such nature with reputable Takaful providers / insurance companies and shall notify the Sukuk Trustee within seven (7) business days of any event which or may give rise to any claim or right of action under any Takaful / insurance;
- (17) the Issuer shall ensure that the Shariah-compliant Sukuk Trustee's Reimbursement Account for Sukukholders' actions (the "**Sukuk Trustee's Reimbursement Account**") as required under the Trust Deed Guidelines is opened and maintained, with a sum of Ringgit Malaysia Thirty Thousand (RM30,000.00) to be deposited therein. The Sukuk Trustee's Reimbursement Account shall be solely operated by the Sukuk Trustee and the money in the Sukuk Trustee's Reimbursement Account shall only be used strictly by the Sukuk Trustee in carrying out its duties in relation to the occurrence of an Enforcement Event (as defined in the section entitled "*Events of default or enforcement events, where applicable, including recourse available to investors*") which are provided in the relevant Transaction Documents.

This sum of money in the Sukuk Trustee's Reimbursement Account shall be maintained at all times throughout the tenure of the Perpetual Sukuk Musharakah Programme or the Perpetual Sukuk Musharakah; and

- (18) such other positive covenants as may be required by the Lead Arranger and/or as may be advised by the Solicitor.

(21) Negative covenants : Negative covenants, details as follows:

For so long as any liability under the Perpetual Sukuk Musharakah Programme remains undischarged, without the prior written consent of the Sukuk Trustee (acting on instructions of the Sukukholders):

- (1) other than those existing prior to the execution of the Transaction Documents, the Issuer shall not create or permit to exist any encumbrance, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind including, without limitation, title transfer and/or retention arrangements having a similar effect or any agreement to create any of the foregoing on or over the whole or any part of its property, undertaking, assets or revenues (whether present or future), unless the following conditions are complied with:
- (i) there is no outstanding Arrears of Deferred Periodic Distribution; and
- (ii) no Enforcement Event has occurred.

For the avoidance of doubt, no consent from the Sukuk Trustee is required for the Issuer to give any guarantee, indemnity, undertaking, financial assistance or credit support letter including but not limited to letters of comfort or any other similar agreement or arrangement, which are not secured against any of the Issuer's property / assets / revenues, in relation to the borrowings / financings / operations of any of the entities within the Issuer, its subsidiaries, associated companies and/or jointly controlled entities ("**LBS Bina Group**") and/or as required in the ordinary course of business of the LBS Bina Group;

- (2) the Issuer shall not add, delete, amend, supplement, vary or substitute its Constitution in a manner which would be inconsistent with the

provisions of the Transaction Documents or that may materially and adversely affect the interest of the Sukukholders;

- (3) the Issuer shall not enter into any transactions, whether directly or indirectly with any of its interested persons (as defined in the Trust Deeds Guidelines) ("**Interested Persons**") unless such transaction is entered into:

- (a) on an arm's length basis and on terms that are no less favourable to the Issuer than those which could have been obtained in comparable transaction from persons who are not Interested Persons; and
- (b) with respect to transactions involving an aggregate payment or value equal to or greater than an agreed percentage ratio as set out in the Main Market Listing Requirements of Bursa Malaysia Securities Berhad ("**Main Market Listing Requirements**"), the Issuer obtains certification from an independent adviser that the transaction is carried out on fair and reasonable terms;

provided that the Issuer certifies to the Sukuk Trustee that the transaction complies with paragraph (a) above, that the Issuer has received the certification referred to in paragraph (b) (where applicable) and that the transaction has been approved by the majority of the board of directors or shareholders in a general meeting as the case may require; and

- (c) with respect to transactions constituting a recurrent related-party transaction of a revenue of trading nature ("**RRPT**") which are provided for and permitted under the Main Market Listing Requirements,

provided that the Issuer certifies to the Sukuk Trustee that the transaction complies with paragraph (a) above, the Issuer has obtained or renewed (where applicable) the shareholders' mandate in accordance with the Main Market Listing Requirements and that the Issuer furnishes at least one (1) certificate to the Sukuk Trustee in respect of the RRPT contemplated under one shareholders' mandate;

- (4) the Issuer shall not utilise the proceeds from the Perpetual Sukuk Musharakah except for the

purposes set out in the Transaction Documents and the information memorandum issued in relation to the Perpetual Sukuk Musharakah Programme (if applicable);

- (5) the Issuer shall not cancel, surrender, transfer, assign, relinquish or otherwise dispose of any of its rights and interest under the Transaction Documents (except as permitted under the Transaction Documents);
- (6) the Issuer shall not cancel, surrender, abandon or otherwise amend or permit to be cancelled, surrendered, abandoned or otherwise amended, any licences, grants, consents, approvals or authorisations in any way which could have a Material Adverse Effect, unless imposed by any applicable law or authorities;
- (7) the Issuer shall not change or cause or permit to change the nature and scope of its business from that carried on at the date of the Trust Deed;
- (8) the Issuer shall not decrease or in any way whatsoever alter (other than by way of increase) the paid-up share capital of the Issuer whether by varying the amount, structure or value thereof or the rights attached to thereto or convert any of its share capital into stock or by consolidation dividing or sub-dividing all or any of its shares, or any other manner;
- (9) the Issuer shall not enter into any consolidation or amalgamation with, or merger with or into, or transfer all or substantially all its assets to another entity, or enter into any demerger or reconstruction;
- (10) the Issuer shall not voluntarily enter into, commence or institute for its dissolution or for the appointment of a receiver, receiver and manager, liquidator, judicial manager or such other similar officer of the Issuer or take any other steps to wind-up or dissolve itself;
- (11) the Issuer shall not lend any money to any party other than:
 - (a) loans to the Issuer's directors, officers or employees as part of their terms of employment or as permitted under the Companies Act 2016; and/or
 - (b) inter-company loans or advances to any

entity within the LBS Bina Group; and

- (12) such other negative covenants as may be required by the Lead Arranger and/or as may be advised by the Solicitor.

(22) Financial covenant : No financial covenant

(23) Information covenants : Information covenants, details as follows:

For so long as any liability under the Perpetual Sukuk Musharakah Programme remains undischarged:

- (1) the Issuer shall provide to the Sukuk Trustee at least on an annual basis, a certificate confirming that the Issuer has complied with all its obligations under the Transaction Documents and the terms and conditions of the Perpetual Sukuk Musharakah Programme and that there did not exist or had not existed, from the date the Perpetual Sukuk Musharakah were issued or the date of the previous certificate as the case may be, any Enforcement Event, and if such is not the case, to specify the same;
- (2) the Issuer shall deliver to the Sukuk Trustee the following:
 - (a) as soon as they become available (and in any event within one hundred and eighty (180) days after the end of each of its financial years), copies of its audited consolidated financial statements for that financial year which shall contain the statements of profit or loss and other comprehensive income and statements of financial position of the Issuer and which are audited in accordance with generally accepted accounting standards in Malaysia and certified without qualification by a firm of independent certified public accountants acceptable to the Sukuk Trustee;
 - (b) as soon as they become available (and in any event within ninety (90) days after the end of the first half of each of its financial year), copies of its unaudited half yearly consolidated financial statements for that period which shall contain the statements of profit or loss and other comprehensive income and statements of financial position of the Issuer;

- (c) promptly, to the extent permitted by law, such additional financial or any other information relating to the Issuer's affairs, business and/or its operations as the Sukuk Trustee may from time to time reasonably request in order to discharge its duties and obligations under the Transaction Documents; and
 - (d) promptly, (i) all statutory notices or other documents received by the Issuer from any of its shareholders or its creditors which contents may have a Material Adverse Effect; and (ii) a copy of all documents (including accounts, reports, notices, statements or circular) dispatched by the Issuer to its shareholders or its creditors generally at the same time as these documents are dispatched to these shareholders or creditors, which may be circulated by the Sukuk Trustee at its discretion to the Sukukholders;
- (3) the Issuer shall notify the Sukuk Trustee in writing immediately in the event that the Issuer becomes aware of:
 - (a) the occurrence of any Enforcement Event;
 - (b) the happening of any event that has caused or could cause, one or more of the following:
 - (i) any amount payable under the Perpetual Sukuk Musharakah to become immediately payable;
 - (ii) the Perpetual Sukuk Musharakah to become immediately enforceable; or
 - (iii) any other right or remedy under the terms, provisions or covenants of the Perpetual Sukuk Musharakah Programme or the Trust Deed to become immediately enforceable;
 - (c) any circumstance that has occurred that would materially prejudice the Issuer, any of the Security Parties and/or any security created pursuant to the Perpetual Sukuk Musharakah

Programme;

- (d) any substantial change in the nature of the business of the Issuer and/or any of the Security Parties;
- (e) any change in withholding tax position or taxing jurisdiction of the Issuer;
- (f) any change in the utilisation of proceeds arising from the issuance of the Perpetual Sukuk Musharakah under the Perpetual Sukuk Musharakah Programme where the information memorandum or the relevant Transaction Documents set out a specific purpose for which proceeds are to be utilised; and
- (g) any other matter that may materially prejudice the interests of the Sukukholders; **and**

(4) the Issuer shall promptly, to the extent permitted by law and in any case no later than thirty (30) days after such information is requested, provide to the Sukuk Trustee any information relating to LBS Bina Group's affairs, business and/or operations as the Sukuk Trustee may from time to time reasonably request;

(5) the Issuer shall immediately notify the Sukuk Trustee and the Facility Agent in the event Tan Sri Lim Hock San ceases to be the single largest shareholder (directly or indirectly) of the Issuer or otherwise ceases to control (directly or indirectly) the Issuer; and

(6)(4) such other information covenants as may be required by the Lead Arranger and/or as may be advised by the Solicitor.

**(24) Details
designated
account(s),
applicable**

of : Designated account(s) as follows:

if

Name of account	For each Series of the Secured Perpetual Sukuk Musharakah, the Issuer shall open and maintain a Shariah-compliant Escrow Account (" Designated Account ") with a bank acceptable to the Lead Arranger (in the case of the First Series) or acceptable to the Lead Manager(s) (in the case of subsequent Series), and the
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	<p>Security Trustee.</p> <p>For the Unsecured Perpetual Sukuk Musharakah, the Escrow Account would not be applicable.</p> <p>In respect of subsequent Series, the operations of the Escrow Account, if applicable for such subsequent Series, shall be mutually agreed between the Issuer and the Lead Manager(s) prior to such subsequent Series issuance and shall be similar to the operations of such Designated Account in respect of the First Series unless otherwise stated in the relevant Transaction Documents in respect of the subsequent Series.</p>
Parties responsible for opening the account	Issuer
Parties responsible for maintaining/operating the account	Security Trustee
Signatories to the account	Security Trustee
Sources of funds	To be advised
Utilisation of funds	To be advised

For the First Series, the Issuer shall open the following Designated Account:

Name of account	Escrow Account (First Series)
Parties responsible for opening the account	Issuer
Parties responsible for	Security Trustee

maintaining/operating the account	
Signatories to the account	Security Trustee
Sources of funds	In respect of the First Series, the Issuer shall deposit funds into the Escrow Account to meet the minimum Security Cover of 1.43 times.
Utilisation of funds	<p>In respect of the First Series, the monies standing to the credit of the Escrow Account may only be:</p> <p>(a) utilised by the Issuer for Permitted Investments;</p> <p>(b) utilised by the Issuer to redeem the Perpetual Sukuk Musharakah pursuant to (i) an Optional Redemption; <u>and/or</u> (ii) an Accounting Event Redemption; <u>and/or</u> (iii) a Tax Event Redemption; <u>(iv) a Change in Control Event Redemption; (v) a Leverage Event Redemption; (vi) a Privatisation Event Redemption; and/or (vii) a Shareholder Event Redemption;</u> and</p> <p>(c) withdrawn by the Issuer to be used for any purpose pursuant to a Release and Replacement of Security, provided that additional security which are Eligible Replacement Security which would cause the Security Cover to be at least 1.43 times has been provided or procured by the Issuer.</p> <p>For the avoidance of doubt, where the Issuer exercises its right of redemption and utilises the amounts in the Escrow Account</p>

	under (b) above in respect of all outstanding Perpetual Sukuk Musharakah (and not part thereof only), all monies in the Escrow Account can be applied towards payment of the relevant redemption sum.
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(25) **Credit rating(s) of facility/programme** : Not Rated

(26) **Conditions Precedent** : To include but not limited to the following (all in form and substance acceptable to the Lead Arranger):

A. Main Documentation

- (i) all relevant Transaction Documents, including the Security Documents (as defined in section entitled "*Other terms and conditions – Transaction Documents*") in respect of the security identified by the Issuer to be utilised as security for the First Series (other than those which are required to be executed or perfected as a condition subsequent under item 25 of the section entitled "*Other terms and conditions – Conditions Subsequent*"), shall have been executed, stamped or endorsed as being exempted under Stamp Duty Exemption (No 23) Order 2000 or presented for registration, where applicable;
- (ii) the powers of attorney clauses contained in the relevant Transaction Documents have been registered with the High Court of Malaya; and
- (iii) all relevant notices of assignment, acknowledgement of the notices of assignment and consents (where applicable) under the relevant Security Documents shall have been made or received, as the case may be.

B. The Issuer and the Security Parties

- (i) certified true copies of the Certificate of Incorporation and the Memorandum Articles of Association / Constitution of the Issuer and each of the Security Parties;
- (ii) certified true copies of the Issuer's and each of the Security Parties' latest forms as prescribed under sections 78 (*Return of allotment*), 46 (*Registered office and office hours*) and 58 (*Duty to notify of particulars and changes of director, manager and secretary*) of the Companies Act

2016;

- (iii) certified true copies of the board resolutions of the Issuer authorising, among others, the establishment of the Perpetual Sukuk Musharakah Programme, the issuance of the Perpetual Sukuk Musharakah and the execution of the Transaction Documents;
- (iv) certified true copies of the board resolutions of each of the Security Parties authorising, among others, the provision of security in respect of the Perpetual Sukuk Musharakah Programme and the execution of the relevant Transaction Documents;
- (v) a list of the Issuer's and each of the Security Parties' authorised signatories and their respective specimen signatures;
- (vi) a report of the relevant company search conducted with the Companies Commission of Malaysia on the Issuer and each of the Security Parties; and
- (vii) a report of the relevant winding-up search conducted with the office of the Director General of Insolvency on the Issuer and each of the Security Parties or the relevant statutory declaration of the Issuer and each of the Security Parties which indicate that the Issuer and each of the Security Parties have not been wound-up.

C. General

- (i) acknowledgement from the SC on the lodgement made in respect of the Perpetual Sukuk Musharakah Programme under the LOLA Guidelines, and, where applicable, approval from other regulatory authorities in connection with the issuance of the Perpetual Sukuk Musharakah;
- (ii) evidence that the Statement of Particulars to be Lodged with Charge (as prescribed under the Companies Act 2016), where applicable, in respect of the charges created pursuant to the relevant Security Documents (for the purpose of registration of such charges with the CCM in accordance with the Companies Act 2016) have been duly lodged with the CCM;
- (iii) in the event any of the property which has been identified as security for the First Series is

- encumbered and is subject to redemption, documentary evidence that a private caveat has been lodged in favour of the Security Trustee in respect of such property;
- (iv) evidence that all the Designated Accounts have been opened in accordance with the Transaction Documents;
 - (v) evidence that the Sukuk Trustee's Reimbursement Account has been opened and a deposit of at least RM30,000.00 has been made;
 - (vi) the Lead Arranger has received from the Solicitor, a satisfactory legal opinion addressed to them and the Sukuk Trustee advising with respect to, among others, the legality, validity and enforceability of the Transaction Documents and a confirmation addressed to the Lead Arranger that all the conditions precedent in respect of the Perpetual Sukuk Musharakah Programme have been fulfilled or otherwise waived (as the case may be);
 - (vii) evidence that all transaction fees, costs and expenses in relation to the Perpetual Sukuk Musharakah Programme have been paid in full and/or arrangements (acceptable to the Lead Arranger) have been made for payment of the abovementioned fees, costs and expenses;
 - (viii) where applicable and if required, satisfactory evidence that all confirmation that consents from the existing financiers, chargees, bank guarantors or assignees in respect of the Issuer's existing indebtedness for the Issuer to undertake the Perpetual Sukuk Musharakah Programme and issue the Perpetual Sukuk Musharakah thereunder have been obtained;
 - (ix) receipt of the endorsement from the Shariah Advisory Council ("**SAC**") of the SC in respect of the Perpetual Sukuk Musharakah Programme;
 - (x) receipt of the endorsement from the Shariah Adviser that the structure, mechanism and the Transaction Documents of the Perpetual Sukuk Musharakah Programme are in compliance with Shariah principles;
 - (xi) receipt of a satisfactory valuation report, from any one or more of the agreed panel valuers, addressed to the Security Trustee, in respect of the properties which have been identified to be

utilised as security for the First Series dated no earlier than one (1) year prior to the proposed issue date of the first Tranche of the Secured Perpetual Sukuk Musharakah under the First Series;

- (xii) in the event any of the property which has been identified as security for the First Series is encumbered and is subject to redemption, receipt of a redemption statement cum undertaking (in form and substance acceptable to the Lead Arranger) from the existing financiers of the financing facilities secured by such encumbered property to be refinanced using proceeds from the Perpetual Sukuk Musharakah, to discharge their existing security and execute and deliver all documents relating to such discharge upon receipt of the full redemption sum;
- (xiii) in the event any approval (including but not limited to consent from the relevant State Authority (as defined in the National Land Code 1965)) is required to create a charge over any property which is identified as security for the First Series, a certified true copy of the consent from the relevant authority to create a charge over such property; and
- (xiv) such other conditions precedent as may be required by the Lead Arranger and/or advised by the Solicitor.

D. Conditions Precedent for subsequent Series of Secured Perpetual Sukuk Musharakah (other than the First Series)

- (i) all relevant Security Documents in respect of the security identified by the Issuer to be utilised as security for the relevant Series of Secured Perpetual Sukuk Musharakah (other than those which are required to be executed or perfected as a condition subsequent under item 25 of the section entitled “*Other terms and conditions – Conditions Subsequent*”) shall have been executed, stamped or endorsed as being exempted under Stamp Duty Exemption (No 23) Order 2000 or presented for registration, where applicable;
- (ii) the powers of attorney clauses contained in the relevant Security Documents have been registered with the High Court of Malaya;
- (iii) all relevant notices of assignment,

acknowledgement of the notices of assignment and consents (where applicable) under the relevant Security Documents shall have been made or received, as the case may be;

- (iv) evidence that the Statement of Particulars to be Lodged with Charge (as prescribed under the Companies Act 2016), where applicable, in respect of the charges created pursuant to the relevant Security Documents (for the purpose of registration of such charges with the CCM in accordance with the Companies Act 2016) have been duly lodged with the CCM;
- (v) in the event any of the property which has been identified as security for the relevant Series of Secured Perpetual Sukuk Musharakah is encumbered and is subject to redemption, documentary evidence that a private caveat has been lodged in favour of the Security Trustee in respect of such property;
- (vi) evidence that all the Designated Accounts have been opened in accordance with the Transaction Documents in respect of the relevant Series of Secured Perpetual Sukuk Musharakah;
- (vii) the Security Trustee has received from the Solicitor, a satisfactory legal opinion addressed to them and the Sukuk Trustee advising with respect to, among others, the legality, validity and enforceability of the relevant Security Documents;
- (viii) receipt of a satisfactory valuation report, from any one or more of the agreed panel valuers, addressed to the Security Trustee, in respect of the properties which have been identified to be utilised as security for the relevant Series of Secured Perpetual Sukuk Musharakah dated no earlier than one (1) year prior to the proposed issue date of the first Tranche of the Secured Perpetual Sukuk Musharakah under the relevant Series;
- (ix) in the event any of the property which has been identified as security for the relevant Series of Secured Perpetual Sukuk Musharakah is encumbered and is subject to redemption, receipt of a redemption statement cum undertaking (in form and substance acceptable to the Lead Arranger) from the existing financiers of the financing facilities secured by such encumbered property to be refinanced using proceeds from the Perpetual Sukuk

Musharakah, to discharge their existing security and execute and deliver all documents relating to such discharge upon receipt of the full redemption sum;

- (x) in the event any approval (including but not limited to consent from the relevant State Authority (as defined in the National Land Code 1965)) is required to create a charge over any property which is identified as security for the relevant Series of Secured Perpetual Sukuk Musharakah, a certified true copy of the consent from the relevant authority to create a charge over such property; and
- (xi) such other conditions precedent as may be required by the Lead Arranger and/or advised by the Solicitor.

(27) Representation and warranties : To include but not limited to the following:

- (1) the Issuer is a company with limited liability duly incorporated and validly existing under the laws of Malaysia, has the full power and authority to carry on its business and to own its property and assets, and has full legal and beneficial ownership of all its respective property and assets;
- (2) the Constitution of the Issuer incorporates provisions which authorise, and all necessary corporate and other relevant actions have been taken to authorise, and all relevant consents and approvals of any administrative, governmental or other authority or body in Malaysia have been duly obtained and are in full force and effect which are required to authorise the Issuer to execute and deliver and perform the transactions contemplated in the Transaction Documents in accordance with their terms;
- (3) all authorisations, consents, licences, approvals and permits (governmental and otherwise), filings or registrations which are necessary to enable the Issuer to own its assets, to carry on its business have been obtained, fulfilled or taken, and are in full force and effect, and where the same is not obtained, fulfilled or taken or in full force and effect, it would not have a Material Adverse Effect;
- (4) neither the execution and delivery of any of the Transaction Documents nor the performance of any of the transactions contemplated by the Transaction Documents did or does as at the

date this representation and warranty is made or repeated (a) contravene or constitute a default under any provision contained in any agreement, instrument, law, ordinance, decree, judgment, order, rule, regulation, licence, permit or consent by which the Issuer or any of its assets is bound or which is applicable to the Issuer, or any of its assets, (b) cause any limitation on the Issuer or the powers of its directors, whether imposed by or contained in its Constitution or in any agreement, instrument, law, ordinance, decree, order, rule, regulation, judgment or otherwise, to be exceeded, or (c) cause the creation or imposition of any security interest or restriction of any nature on any of the Issuer's assets;

- (5) each of the Transaction Documents is or will when executed and/or issued, as the case may be, be in full force and effect and constitutes, or will when executed or issued, as the case may be, constitute, valid and legally binding obligations of the Issuer enforceable in accordance with its terms;
- (6) no other registration, recording, filing or notarisation of the Transaction Documents and no payment of any duty or tax and no other action whatsoever is necessary or desirable, apart from those required to be done as conditions precedent for the issuance of Perpetual Sukuk Musharakah as stated in the section entitled "*Conditions Precedent*" herein, to ensure the validity or enforceability in Malaysia of the liabilities and obligations of the Issuer or the rights of the Sukuk Trustee under the Transaction Documents in accordance with their terms or to ensure the admissibility in evidence in Malaysia of the Transaction Documents;
- (7) the audited consolidated financial statements (including the statements of profit or loss and other comprehensive income and statements of financial position) of the Issuer for each financial year are prepared in accordance with approved accounting standards in Malaysia and give a true and fair view of the results of its operations for that financial year and the state of its affairs at that date;
- (8) the Issuer is in compliance with and will comply with any applicable laws and regulations;
- (9) neither the Issuer nor its assets are entitled to immunity from process, execution, attachment or legal process;

- (10) none of the assets of the Issuer is affected by any security interest or other encumbrance, and the Issuer is not a party to, nor is it or any of its assets bound by any order, agreement or instrument under which the Issuer is, or in certain events may be required to create, assume or permit to arise any security interest or other encumbrance (other than as disclosed in writing to the Principal Adviser/Lead Arranger prior to the execution of the Transaction Documents under item (1) of the section entitled “*Negative Covenants*” above);
- (11) no step has been taken by or against the Issuer nor has any legal proceeding been commenced or to the best of the knowledge, information and belief of the Issuer after due and careful enquiry threatened for the dissolution, liquidation or winding-up of the Issuer or for the appointment of a receiver, receiver and manager, liquidator, judicial manager or similar officer in respect of all or any part of the business or assets of the Issuer and no demand under Section 466(1)(a) of the Companies Act 2016 has been received by the Issuer in respect of which the Issuer has not taken any action in good faith to set aside such claims within twenty one (21) days from the date of service of such claims for payment;
- (12) there is no litigation, arbitration or administrative proceeding or claim or lawsuit of or before any court, arbitral body or agency which is current, presently in progress or pending or to the best of the knowledge, information and belief of the Issuer after due and careful enquiry threatened against the Issuer or any of its assets which has or would have a Material Adverse Effect;
- (13)
 - (a) any factual information provided by the Issuer to and/or for the benefit of the transaction parties (including the Facility Agent and the Lead Arranger) in connection with or as required under the Perpetual Sukuk Musharakah Programme do not contain any statement or information that is false or misleading, and there is no material omission in respect thereof and all expressions of expectation, intention, belief, opinion and projections contained therein were honestly made on reasonable grounds after its due and careful inquiry; and
 - (b) the Issuer has disclosed to the

transaction parties (including the Facility Agent and the Lead Arranger) all information with regard to the Issuer which the Issuer knows or should reasonably have known, which is material in the context of the Issuer in respect of the Perpetual Sukuk Musharakah Programme;

- (14) no steps have been taken by the Issuer or to the best of the knowledge, information and belief of the Issuer after due and careful enquiry its financiers/creditors or any of its shareholders or any other person on its behalf nor has any legal proceedings or applications been started or to the best of the knowledge, information and belief of the Issuer after due and careful enquiry threatened under section 366 of the Companies Act 2016;
 - (15) to the best of the Issuer's knowledge, information and belief of the Issuer after due and careful enquiry, no event or series of events has occurred which may have a Material Adverse Effect; and
 - (16) such other representations and warranties as may be required by the Lead Arranger or advised by the Solicitor.
- (28) **Events of default or enforcement events, where applicable, including recourse available to investors** : Events of Default or Dissolution Events
There are no events of default or dissolution events which will entitle the Sukuk Trustee or the Sukukholders to declare any or all amounts under the Perpetual Sukuk Musharakah to be immediately due and payable.
- Enforcement Events
Upon the occurrence of any of the following enforcement events set out below, the Enforcement Method (as defined below) may be enforced. The enforcement events (collectively, the "**Enforcement Events**" and each an "**Enforcement Event**") are as follows:
- (1) where a court order is made or an effective resolution is passed for the liquidation, winding-up or dissolution of the Issuer, provided that a stay on such order has not been granted by the relevant court of competent jurisdiction within thirty (30) days from the date of such order; and
 - (2) the Issuer fails to pay (a) any amount in respect of the Exercise Price (as defined in the section entitled "*Other terms and conditions – Exercise Price*") as a result of a Redemption Event or (b)

any amount in respect of the Perpetual Sukuk Musharakah whether in respect of the Expected Periodic Distribution Amount due and payable or part thereof and any Arrears of Deferred Periodic Distribution, and such failure to pay under items (a) or (b) continues for a period of seven (7) business days or more (for this purpose, such payment of Expected Periodic Distribution Amount or part thereof and Arrears of Deferred Periodic Distribution will not be due if the Issuer has elected to defer such Expected Periodic Distribution Amount or part thereof in accordance with the Transaction Documents).

For the avoidance of doubt, a breach of covenant by the Issuer (apart from failure to pay the amounts stated under item (2) above) will not constitute an Enforcement Event.

Enforcement Method

Upon the occurrence of an Enforcement Event under item (1) above, the Sukuk Trustee may at its discretion, and shall if so directed by an extraordinary resolution of the Sukukholders, declare that an Enforcement Event has occurred and require the Issuer to purchase the Sukukholders' interest in the Musharakah Venture from the Sukuk Trustee (for and on behalf of the Sukukholders) at the relevant Exercise Price.

Upon the occurrence of an Enforcement Event under item (2) above, the Sukuk Trustee may at its discretion, and shall if so directed by an extraordinary resolution of the Sukukholders, declare that an Enforcement Event has occurred and:

- (a) institute winding-up proceedings against the Issuer; and/or
- (b) prove in the winding-up of the Issuer and/or claim in the liquidation of the Issuer for such payment as it may think fit to enforce the obligations of the Issuer, under or arising from the Perpetual Sukuk Musharakah.

Without prejudice to the above, the Sukuk Trustee may at its discretion or shall, if directed to do so by an extraordinary resolution of the Sukukholders, without further notice institute such proceedings against the Issuer, as it may think fit to enforce any term or condition binding on the Issuer under the Perpetual Sukuk Musharakah and the Trust Deed, and in no event shall the Issuer, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise have been payable by them.

For the avoidance of doubt, it is not allowed under the terms and conditions of the Perpetual Sukuk Musharakah for acceleration of payments of all the outstanding Perpetual Sukuk Musharakah, save for an Enforcement Event under item (1) above.

- (29) Governing laws** : Laws of Malaysia
- (30) Provisions on buy-back, if applicable** : The Issuer or any of its subsidiaries or agent(s) who is/are acting for the redemption or purchase, may at any time purchase the Perpetual Sukuk Musharakah at any price in the open market or by private treaty.

Such Perpetual Sukuk Musharakah purchased by the Issuer or its subsidiaries or by agent(s) of the Issuer who is/are acting on behalf of the Issuer for such purchase, shall be cancelled by the Issuer and shall not be resold or reissued.

- (31) Provisions on early redemption, if applicable** : Provisions on early redemption, details as follows:

The Perpetual Sukuk Musharakah are issued on a perpetual basis and may only be redeemed by the Issuer upon the occurrence of a Redemption Event.

The Perpetual Sukuk Musharakah redeemed by the Issuer shall be cancelled and cannot be reissued or resold.

- (32) Voting** : All matters or resolutions which require the Sukukholders' consent/approval under the Perpetual Sukuk Musharakah Programme shall be carried out on a per Series basis.

The Sukukholders belonging to a Series shall have voting rights only on all matters relating to that Series. For the avoidance of doubt, any matters or resolutions which require the consent or approval of the Sukukholders belonging to a Series will be carried out if the requisite majority of the Sukukholders of Perpetual Sukuk Musharakah then outstanding belonging to that Series (regardless of which Tranche they belong to in that Series) pass such ordinary resolution or special resolution, as the case may be, in support of such consent or approval.

In the event consent or approval is required from Sukukholders of all Series in respect of matters in relation to the Perpetual Sukuk Musharakah Programme as a whole which would affect Sukukholders of all Series, the consent or approval will be carried out if the requisite majority of Sukukholders of the Perpetual Sukuk Musharakah then outstanding in each and every Series pass such ordinary resolution or special

resolution, as the case may be, in support of such consent or determination. For the avoidance of doubt, if the Sukukholders of any one Series of Perpetual Sukuk Musharakah then outstanding do not pass the ordinary resolution or special resolution, as the case may be, then the consent or approval of the Sukukholders of all Series will not be obtained or granted.

(33) Permitted investments, applicable

if : Permitted investments, details as follows:

The amount standing to the credit of the Sukuk Trustee's Reimbursement Account may be invested in Permitted Investments (as defined below), to be determined after consultation with the Sukuk Trustee.

"Permitted Investments" shall comprise investments in Shariah compliant products approved by the SC's SAC or Bank Negara Malaysia's ("**BNM**") SAC and shall mean:

- (i) Sukuk guaranteed by the Government of Malaysia;
- (ii) Sukuk issued in Malaysia with the approval of the Government of Malaysia by any authority established under federal or state law;
- (iii) Islamic money market instruments where there is the flexibility of early withdrawal without incurring any penalty such as bankers' acceptance or promissory notes or certificates of deposit issued by any bank licensed pursuant to the Islamic Financial Services Act 2013 and having a minimum long term rating of A1 and short term rating of P1 by RAM Rating Services Berhad ("**RAM**") or its equivalent by Malaysian Rating Corporation Berhad ("**MARC**");
- (iv) Islamic money market unit trust funds with fund management companies licensed by the SC where there is the flexibility of early withdrawal without incurring any penalty;
- (v) Other deposits or accounts with any Islamic bank licensed pursuant to the Islamic Financial Services Act 2013 and having a minimum long term rating of A1 and short term rating of P1 by RAM or its equivalent by MARC; and
- (vi) Other Islamic capital market instruments of private entities having a long term rating of at least AAA and short term rating of P1 as determined by RAM or its equivalent by MARC.

- (34) **Ta'widh (for ringgit-denominated sukuk)** : In the event of delay of payments of the Exercise Price due and payable to the Sukukholders pursuant to the exercise of the Purchase Undertaking or Sale Undertaking, as the case may be, LBS Bina as the Purchase Undertaking Obligor or the Issuer, as the case may be, shall pay the compensation on such amount at the rate and manner prescribed by the SAC of the SC from time to time.
- (35) **Ibra' (for ringgit-denominated sukuk)** : Not applicable.
- (36) **Kafalah (for ringgit-denominated sukuk)** : Not applicable.
- (37) **Other terms and conditions**
- (1) **Details on utilisation of proceeds** : The proceeds raised from the issuance of Perpetual Sukuk Musharakah under the Perpetual Sukuk Musharakah Programme shall be utilised by the LBS Bina Group for the following Shariah-compliant purposes:
- (i) refinancing of existing financing/borrowings;
- (ii) capital expenditure;
- (iii) asset acquisition;
- (iv) working capital;
- (v) general corporate purposes; and/or
- (vi) defray fees, costs and expenses in relation to the issuance of the Perpetual Sukuk Musharakah and the Perpetual Sukuk Musharakah Programme.
- (2) **Status** : The Perpetual Sukuk Musharakah shall at all times constitute direct, secured or unsecured (as the case may be), unconditional and unsubordinated obligations of the Issuer under the laws of Malaysia and shall at all times rank pari passu among themselves and as follows:
- (i) in respect of such issuance of the Secured Perpetual Sukuk Musharakah, rank pari passu, without discrimination, preference or priority among themselves but each issuance of Perpetual Sukuk Musharakah will be secured by their respective security and shall rank at least pari passu with all other present and future

unsecured, unconditional and unsubordinated obligations of the Issuer and with any Parity Obligations (as defined herein); and

- (ii) in respect of such issuance of the Perpetual Sukuk Musharakah under the Perpetual Sukuk Musharakah Programme which are unsecured ("**Unsecured Perpetual Sukuk Musharakah**"), rank pari passu without discrimination, preference or priority amongst themselves, and rank at least pari passu with all other present and future unsecured, unconditional and unsubordinated obligations of the Issuer and with any Parity Obligations.

Upon declaration of the relevant Enforcement Event, the payment obligations of the Issuer under the Perpetual Sukuk Musharakah shall:

- (1) rank ahead of the holders of Junior Obligations (as defined herein) of the Issuer; and
- (2) upon the security provided for the Secured Perpetual Sukuk Musharakah being exhausted and the Secured Perpetual Sukuk Musharakah and Unsecured Perpetual Sukuk Musharakah are still outstanding, rank pari passu, without discrimination, preference or priority among themselves and rank at least pari passu with all other present and future unsecured, unconditional and unsubordinated obligations of the Issuer and with any Parity Obligations.

"**Junior Obligations**" means (i) any class of the Issuer's share capital (including, without limitation, any preference shares and ordinary shares in the capital of the Issuer other than any instrument or security ranking in priority in payment) and (ii) any other instruments or securities issued, entered into or guaranteed by the Issuer, whether by its terms or by operation of law, which rank in right of payment behind the claims of unsecured or unsubordinated obligations of the Issuer.

"**Parity Obligations**" means any instrument or security issued, entered into or guaranteed by the Issuer that ranks or is expressed to rank, whether by its terms or by operation or law, pari passu with the Perpetual Sukuk Musharakah.

- (3) **Tenure** : Perpetual Sukuk Musharakah Programme
Perpetual.

Perpetual Sukuk Musharakah
Perpetual.

- (4) **Periodic Distribution Rate** : The expected profit rate per annum ("**Periodic Distribution Rate**") for each Tranche of Perpetual Sukuk Musharakah shall be a fixed rate and shall be determined prior to each issuance of Perpetual Sukuk Musharakah, which shall be:
- (1) in respect of the period from, and including the issue date to, but excluding the First Call Date (as defined herein), the Initial Periodic Distribution Rate (as defined herein); and
 - (2) in respect of the period from and including, the First Call Date (as defined herein) and each Call Date (as defined herein) falling thereafter to, but excluding the immediately following Call Date, the Relevant Reset Periodic Distribution Rate (as defined herein) applicable for such period.
- "**First Call Date**" for each relevant Tranche of the Perpetual Sukuk Musharakah shall be determined prior to each issue date and refers to the date where the Optional Redemption (defined hereinafter) may first be exercised by the Issuer.
- (5) **Periodic Distribution Frequency** : The Issuer shall pay the Expected Periodic Distribution Amount quarterly, semi-annually or such other period to be agreed prior to each issuance of Perpetual Sukuk Musharakah, in arrears from the issue date (each a "**Periodic Distribution Date**"), subject to the Optional Deferral.
- (6) **Periodic Distribution Basis** : Actual number of days over three hundred and sixty five (365) days.
- (7) **Initial Periodic Distribution Rate** : Means in relation to any Tranche of Perpetual Sukuk Musharakah, the rate of periodic distribution agreed by the Issuer prior to the issue of such Tranche of Perpetual Sukuk Musharakah, and shall include the Maximum Rate (as defined herein).
- "**Maximum Rate**" means the maximum Periodic Distribution Rate to be determined prior to the issuance of the first Tranche of each Series of the Perpetual Sukuk Musharakah **and not exceeding 15% per annum.**
- (8) **Relevant Reset Periodic Distribution Rate** : Means in relation to any Tranche of Perpetual Sukuk Musharakah, the aggregate of:
- (i) the Reset MGS Rate (as defined herein);
 - (ii) the Initial Spread (as defined herein); and

- (iii) in relation to each successive Reset Period (as defined herein) after the First Call Date, the Step-Up Margin (as defined herein) applicable to such Tranche of Perpetual Sukuk Musharakah.

“Reset MGS Rate” means the rate in percent per annum equal to the relevant Malaysian Government Securities (“MGS”) rate for a tenure corresponding to the Reset Period of the relevant Tranche of Perpetual Sukuk Musharakah.

“Initial Spread” means in relation to any Tranche of Perpetual Sukuk Musharakah, the margin/spread determined prior to the issue of such Tranche of Perpetual Sukuk Musharakah.

“Reset Period” means such reset period as shall be agreed between the Issuer and the Lead Manager for any particular Tranche of Perpetual Sukuk Musharakah prior to the issuance of each Tranche of the Perpetual Sukuk Musharakah.

“Step-Up Margin” means the rate to be determined prior to the issuance of the first Tranche of each relevant Series of the Perpetual Sukuk Musharakah.

**(9) Periodic
Distribution
Deferral**

: Optional Deferral

The Issuer may, at its sole discretion, opt to defer payment of the Expected Periodic Distribution Amount (in whole or in part) which is otherwise scheduled to be paid on a Periodic Distribution Date by giving an irrevocable Optional Deferral Notice not less than fifteen (15) days and not more than thirty (30) days prior to the relevant Periodic Distribution Date, provided that no Compulsory Periodic Distribution Payment Event (as defined below) has occurred.

A **“Compulsory Periodic Distribution Payment Event”** shall have occurred if, during the six (6)-month period ending on the day before the relevant scheduled Periodic Distribution Date, either or both of the following have occurred:

- (1) the Issuer has declared or paid any dividends, distributions or made other payments in respect of any of its Junior Obligations or Parity Obligations (except on a pro-rata basis with the Perpetual Sukuk Musharakah); or
- (2) the Issuer has redeemed, reduced, cancelled, bought back or purchased any of its Junior Obligations or Parity Obligations (except on a pro-rata basis with the Perpetual Sukuk Musharakah).

The Issuer may, at its sole discretion, elect to further defer any outstanding Arrears of Deferred Periodic Distribution by complying with the foregoing notice requirement. The Issuer is not subject to any limit as to the number of times the Expected Periodic Distribution Amount and the Arrears of Deferred Periodic Distribution can be deferred except that the provisions of the Dividend and Capital Stopper (as defined 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.

For this purpose, each Optional Deferral Notice shall be accompanied by a certificate signed by a director of the Issuer confirming that no Compulsory Periodic Distribution Payment Event has occurred. Any such certificate shall be conclusive evidence that no 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.

Payment of the Arrears of Deferred Periodic Distribution

The Issuer 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 Facility Agent and the Sukuk Trustee not less than seven (7) 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 on the payment date specified in such notice).

In any event the Issuer shall satisfy any outstanding Arrears of Deferred Periodic Distribution (together with any Additional Periodic Distribution Amount) (in whole, but not in part) on the earliest of:

- (a) the date of redemption of the Perpetual Sukuk Musharakah pursuant to any Redemption Event;
- (b) within fifteen (15) days after the occurrence of a breach of the Dividend and Capital Stopper; and
- (c) the date such amount becomes due under an Enforcement Event.

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 Musharakah of the same Tranche on a pro-rata basis.

The deferral of any Expected Periodic Distribution Amount payment or any Arrears of Deferred Periodic Distribution payment in accordance with this paragraph shall not constitute a dissolution event or an Enforcement Event for any purpose.

(10) Dividend and Capital Stopper : So long as any Expected Periodic Distribution Amount has been deferred and any Arrears of Deferred Periodic Distribution is outstanding:

- (1) the Issuer shall not declare or pay any dividends, distributions or make any other payments on any of its Junior Obligations or Parity Obligations (except on a pro-rata basis with the Perpetual Sukuk Musharakah); or
- (2) the Issuer shall not redeem, reduce, cancel, buyback or purchase any of its Junior Obligations or Parity Obligations (except on a pro-rata basis with the Perpetual Sukuk Musharakah),

until all Expected Periodic Distribution Amount due and payable and any Arrears of Deferred Periodic Distribution (together with any Additional Periodic Distribution Amount) have been fully paid.

(11) Dividend and Capital Pusher : Notwithstanding the Optional Deferral, payment of all outstanding Arrears of Deferred Periodic Distribution (together with any Additional Periodic Distribution Amount) shall be due and payable within fifteen (15) days from the date:

- (1) the Issuer declared or paid any dividends, distributions, or make other payments on any of its Junior Obligations or Parity Obligations (except on a pro-rata basis with the Perpetual Sukuk Musharakah); or
- (2) the Issuer redeemed, reduced, cancelled, bought back or purchased any of its Junior Obligations or its Parity Obligations (except on a pro-rata basis with the Perpetual Sukuk Musharakah).

(12) Optional Redemption : The Issuer may, at its sole discretion, redeem at par (in whole, but not in part) the Perpetual Sukuk Musharakah at the relevant Exercise Price (as defined in the section

entitled “*Other terms and conditions – Exercise Price*”) on any Call Date (defined herein).

The Issuer shall give not less than thirty (30) days and not more than sixty (60) days prior written notice (which notice shall be irrevocable) to the Facility Agent and the Sukuk Trustee for the Optional Redemption.

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

(13) **Accounting Event** : An Accounting Event shall have occurred when the Perpetual Sukuk Musharakah are no longer recorded, or will no longer be recorded entirely as "equity" pursuant to the Relevant Accounting Standard (as defined below), as a result of any changes or amendments to the Malaysian Financial Reporting Standards ("**MFRS**") or any other accounting standards that may replace MFRS for the purposes of the Issuer's consolidated financial statements ("**Relevant Accounting Standard**").

(14) **Accounting Event Redemption** : If at any time an Accounting Event has occurred and is continuing, the Issuer may elect to deliver to the Facility Agent and the Sukuk Trustee:

- (i) a certified true copy of the opinion issued by the independent auditor of the Issuer opining that an Accounting Event has occurred; and
- (ii) a certificate signed by a director and the company secretary OR a director and an authorised signatory OR two (2) authorised signatories, as the case may be, of the Issuer stating that the Issuer is entitled to effect the Accounting Event Redemption and setting forth a statement of facts showing that an Accounting Event has occurred,

and thereafter the Issuer may at its sole discretion, redeem the Perpetual Sukuk Musharakah (in whole, but not in part) at the relevant Exercise Price.

The Issuer shall give not less than thirty (30) days' and not more than sixty (60) days' prior written notice (which notice shall be irrevocable) to the Facility Agent and the Sukuk Trustee (for and on behalf of the Sukukholders) for the Accounting Event Redemption.

(15) **Tax Event** : A Tax Event shall have occurred when:

- (a) the Expected Periodic Distribution Amount made by the Issuer would not on the immediately following Periodic Distribution Date be fully tax deductible by the Issuer for Malaysian income

tax purposes; or

- (b) the Issuer has or will become obliged to pay additional amounts of tax in respect of the Perpetual Sukuk Musharakah ("**Additional Amounts**") or increase the payment of such Additional Amounts,

as a result of:

- (i) any change in, or amendment to, the laws (or any regulations, rulings or other administrative pronouncements of Malaysia) or any political subdivision or any authority thereof or therein having power to tax; or
- (ii) any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements,

which change or amendment is made public on or after the issue date of the relevant Perpetual Sukuk Musharakah, and such obligations cannot be avoided by the Issuer taking reasonable measures available to it.

For the avoidance of doubt, a Tax Event would not be considered to have occurred pursuant to paragraph (a) above in the event there is no change from the tax position on the issue date of the Perpetual Sukuk Musharakah or the immediately preceding Periodic Distribution Date (as the case may be) pursuant to paragraphs (i) and (ii) above.

(16) Tax Event Redemption : If at any time a Tax Event has occurred and is continuing, the Issuer may elect to deliver to the Facility Agent and the Sukuk Trustee:

- (i) a certified true copy of the opinion issued by an independent tax adviser of reputable standing opining that a Tax Event has occurred; and
- (ii) a certificate signed by a director and the company secretary OR a director and an authorised signatory OR two (2) authorised signatories, as the case may be, of the Issuer stating that the Issuer is entitled to effect the Tax Event Redemption and setting forth a statement of facts showing that a Tax Event has occurred,

and thereafter the Issuer may, at its sole discretion, redeem the relevant Perpetual Sukuk Musharakah (in whole, but not in part) at the relevant Exercise Price.

The Issuer shall give not less than thirty (30) days' and not more than sixty (60) days' prior written notice (which

notice shall be irrevocable) to the Facility Agent and the Sukuk Trustee (for and on behalf of the Sukukholders) for the Tax Event Redemption provided that no such notice 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.

(17) Change in Control Event : **A Change in Control Event shall have occurred if Tan Sri Lim Hock San ceases to be the single largest shareholder (directly or indirectly) of the Issuer or otherwise ceases to control (directly or indirectly) the Issuer.**

(18) Change in Control Event Redemption : **If at any time a Change in Control Event has occurred and is continuing, the Issuer may, at its sole discretion, redeem at par (in whole, but not in part) the Perpetual Sukuk Musharakah at the relevant Exercise Price.**

The Issuer shall give not less than fifteen (15) days' and not more than forty five (45) days' prior written notice (which notice shall be irrevocable) to the Facility Agent and the Sukuk Trustee (for and on behalf of the Sukukholders) for the Change in Control Event Redemption.

So long as the Issuer has not redeemed the relevant Perpetual Sukuk Musharakah pursuant to the Change in Control Event Redemption, the Periodic Distribution Rate shall be stepped up to the Maximum Rate with effect forty five (45) days from (and including) the date on which the Change in Control Event has occurred.

If the Change in Control Event is remedied by the Issuer to the satisfaction of the Sukuk Trustee and the Issuer has delivered to the Facility Agent and the Sukuk Trustee a certificate signed by a director of the Issuer certifying that the Change in Control Event has been remedied, then the Maximum Rate shall cease to apply and the Periodic Distribution Rate in respect of the relevant Perpetual Sukuk Musharakah shall revert to the applicable Periodic Distribution Rate as if the Change in Control Event has not occurred, with effect from the Distribution Period immediately after the date on which the Change in Control Event is remedied to the satisfaction of the Sukuk Trustee.

(19) Leverage Event : **A Leverage Event would have occurred if the Net DE Ratio (as defined below) of the Issuer (on a consolidated basis) exceeds 1.25 times.**

The calculation of the Net DE Ratio shall be made by the Issuer on a quarterly basis at the end of each

relevant financial period and shall be based on the Issuer's quarterly consolidated financial statements (as announced on Bursa Malaysia Securities Berhad) or its then latest annual audited consolidated financial statements, as the case may be, prepared on a basis consistently applied in accordance with the approved accounting standards in Malaysia. The calculation of the Net DE Ratio together with the quarterly consolidated financial statements or the latest annual audited consolidated financial statements, as the case may be, shall be delivered to the Facility Agent and the Sukuk Trustee within seven (7) business days from the date of the announcement made on Bursa Malaysia Securities Berhad pursuant to the release of the relevant financial statements. In the event of a dispute of such calculation, such calculation shall be certified by an external auditor of the Issuer. If the Issuer fails to deliver the calculation of the Net DE Ratio and the quarterly consolidated financial statements of the latest annual audited consolidated financial statements, as the case may be, within the abovementioned timeframe, the Net DE Ratio shall be computed and determined by the Sukuk Trustee.

"Net DE Ratio" is defined as Net Debts over Equity.

"Net Debts" means the consolidated indebtedness of the Issuer and its subsidiaries represented by all outstanding indebtedness for borrowed monies, hire purchase obligations and finance lease obligations less cash and cash equivalent including but not limited to balances in any reserve account and any other cash which has been pledged as security for any outstanding indebtedness. For the avoidance of doubt, for purposes of computing the Net DE Ratio, the Perpetual Sukuk Musharakah issued under the Perpetual Sukuk Musharakah Programme shall not be considered as indebtedness regardless of the prevailing accounting treatment.

"Equity" shall mean the consolidated shareholders' funds including any subordinated shareholders advances and loans, minority interest, hybrid capital classified as equity for accounting purposes and retained earnings or losses. For the avoidance of doubt, the Perpetual Sukuk Musharakah issued under the Perpetual Sukuk Musharakah Programme shall be considered as equity regardless of the prevailing accounting treatment for purposes of computing the Net DE Ratio.

(20) Leverage
Event

If at any time a Leverage Event has occurred and is continuing and upon delivery to the Facility Agent

Redemption

and the Sukuk Trustee the calculation of the Net DE Ratio and the quarterly consolidated financial statements (as announced on Bursa Malaysia Securities Berhad) or the latest annual audited consolidated financial statements, as the case may be, setting forth a statement of facts showing that a Leverage Event has occurred from the date of the financial quarter or year (as the case may be), the Issuer may, at its sole discretion, redeem at par (in whole, but not in part) the Perpetual Sukuk Musharakah at the relevant Exercise Price.

The Issuer shall give not less than fifteen (15) days' and not more than forty five (45) days' prior written notice (which notice shall be irrevocable) to the Facility Agent and the Sukuk Trustee (for and on behalf of the Sukukholders) for the Leverage Event Redemption.

So long as the Issuer has not redeemed the relevant Perpetual Sukuk Musharakah pursuant to the Leverage Event Redemption, the Periodic Distribution Rate shall be stepped up to the Maximum Rate with effect forty five (45) days from (and including) the date on which the Leverage Event has occurred.

If the Leverage Event is remedied by the Issuer to the satisfaction of the Sukuk Trustee and the Issuer has delivered to the Facility Agent and the Sukuk Trustee a certificate signed by a director of the Issuer certifying the calculation of the Net DE Ratio (based on the Issuer's quarterly consolidated financial statements (as announced on Bursa Malaysia Securities Berhad) or its then latest annual audited consolidated financial statements, as the case may be) and that the Leverage Event has been remedied, then the Maximum Rate shall cease to apply and the Periodic Distribution Rate in respect of the relevant Perpetual Sukuk Musharakah shall revert to the applicable Periodic Distribution Rate as if the Leverage Event has not occurred, with effect from the Distribution Period immediately after the date on which the Leverage Event is remedied to the satisfaction of the Sukuk Trustee.

- (21) Privatisation Event** : **A Privatisation Event would have occurred if the Issuer fails to maintain its status as a public listed company on Bursa Malaysia Securities Berhad and is delisted.**
- (22) Privatisation Event Redemption** : **If at any time a Privatisation Event has occurred and is continuing, the Issuer may, at its sole discretion, redeem at par (in whole, but not in part) the Perpetual Sukuk Musharakah at the relevant**

Exercise Price.

The Issuer shall give not less than fifteen (15) days' and not more than forty five (45) days' prior written notice (which notice shall be irrevocable) to the Facility Agent and the Sukuk Trustee (for and on behalf of the Sukukholders) for the Privatisation Event Redemption.

So long as the Issuer has not redeemed the relevant Perpetual Sukuk Musharakah pursuant to the Privatisation Event Redemption, the Periodic Distribution Rate shall be stepped up to the Maximum Rate with effect forty five (45) days from (and including) the date on which the Privatisation Event has occurred.

If the Privatisation Event is remedied by the Issuer to the satisfaction of the Sukuk Trustee and the Issuer has delivered to the Facility Agent and the Sukuk Trustee a certificate signed by a director of the Issuer certifying that the Privatisation Event has been remedied, then the Maximum Rate shall cease to apply and the Periodic Distribution Rate in respect of the relevant Perpetual Sukuk Musharakah shall revert to the applicable Periodic Distribution Rate as if the Privatisation Event has not occurred, with effect from the Distribution Period immediately after the date on which the Privatisation Event is remedied to the satisfaction of the Sukuk Trustee.

- (23) Shareholder Event** : **A Shareholder Event shall have occurred when:**
- (a) the Issuer reduces (except by way of a buyback of shares by the Issuer) its issued paid-up capital;**
 - (b) the Issuer enters into any Major Disposal (as defined under Chapter 10 of the Main Market Listing Requirements) which requires its shareholders' approval;**
 - (c) the Issuer carries out any exercise which will cause the share capital of the Issuer to be reduced and would require the approval of its shareholders; or**
 - (d) the Issuer enters into any proceedings or takes any action for any dissolution or winding up of itself, or any amalgamation, consolidation, merger or restructuring, the result of which would diminish the share capital of the Issuer.**

- (24) Shareholder** : **If at any time a Shareholder Event has occurred and**

**Event
Redemption**

is continuing, the Issuer may, at its sole discretion, redeem at par (in whole, but not in part) the Perpetual Sukuk Musharakah at the relevant Exercise Price.

The Issuer shall give not less than fifteen (15) days' and not more than forty five (45) days' prior written notice (which notice shall be irrevocable) to the Facility Agent and the Sukuk Trustee (for and on behalf of the Sukukholders) for the Shareholder Event Redemption.

So long as the Issuer has not redeemed the relevant Perpetual Sukuk Musharakah pursuant to the Shareholder Event Redemption, the Periodic Distribution Rate shall be stepped up to the Maximum Rate with effect forty five (45) days from (and including) the date on which the Shareholder Event has occurred.

If the Shareholder Event is remedied by the Issuer to the satisfaction of the Sukuk Trustee and the Issuer has delivered to the Facility Agent and the Sukuk Trustee a certificate signed by a director of the Issuer certifying that the Shareholder Event has been remedied, then the Maximum Rate shall cease to apply and the Periodic Distribution Rate in respect of the relevant Perpetual Sukuk Musharakah shall revert to the applicable Periodic Distribution Rate as if the Shareholder Event has not occurred, with effect from the Distribution Period immediately after the date on which the Shareholder Event is remedied to the satisfaction of the Sukuk Trustee.

(25) Identified
(17) Asset / Trust
Asset

: The underlying trust assets for each issue of Perpetual Sukuk Musharakah shall consist of investments in the Shariah-compliant business operations of the Issuer and/or its subsidiaries or part thereof and any funds held by the Manager on account of the Sukukholders.

(26) Exercise
(18) Price

: Exercise Price in relation to the Purchase Undertaking

In relation to the Purchase Undertaking pursuant to the following events, the Exercise Price is calculated as follows:

(1) Enforcement Events

The Exercise Price is the aggregate of:

- (a) the nominal value of the Perpetual Sukuk Musharakah;
- (b) any Expected Periodic Distribution Amount payable and unpaid up to the

date of winding-up of the Issuer (including any Arrears of Deferred Periodic Distribution and any Additional Periodic Distribution Amount); and

- (c) any Liquidity Facility.

LBS Bina, as the Purchase Undertaking Obligor, is entitled to set-off the Exercise Price with any Liquidity Facility to be repaid to LBS Bina as the Manager.

(2) Deferral Dissolution

The Exercise Price is the aggregate of:

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

The Manager is authorised by the Sukukholders to apply such part or all of the Exercise Price towards investment in a new Musharakah Venture for and on behalf of the Sukukholders as capital contribution from the Sukukholders to the new Musharakah Venture.

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

Exercise Price in relation to the Sale Undertaking

In relation to the Sale Undertaking pursuant to the following events, the Exercise Price is calculated as follows:

(1) Optional Redemption

The Exercise Price is the aggregate of:

- (a) the nominal value of the Perpetual Sukuk Musharakah;

- (b) any Expected Periodic Distribution Amount payable and unpaid up to the date of full redemption (including any Arrears of Deferred Periodic Distribution and any Additional Periodic Distribution Amount); and
- (c) any Liquidity Facility.

LBS Bina as the Issuer, is entitled to set-off the Exercise Price with any Liquidity Facility to be repaid to LBS Bina as the Manager.

(2) Redemption Event (other than Optional Redemption)

Prior to the First Call Date

The Exercise Price is the aggregate of:

- (a) the nominal value of all outstanding Perpetual Sukuk Musharakah or the Make-Whole Amount (as defined below), whichever is higher;
- (b) any Expected Periodic Distribution Amount payable and unpaid up to the date fixed for redemption (including any Arrears of Deferred Periodic Distribution and any Additional Periodic Distribution Amount); and
- (c) any Liquidity Facility.

LBS Bina as the Issuer, is entitled to set-off the Exercise Price with any Liquidity Facility to be repaid to LBS Bina as the Manager.

On or after the First Call Date

The Exercise Price is the aggregate of:

- (a) the nominal value of the Perpetual Sukuk Musharakah;
- (b) any Expected Periodic Distribution Amount payable and unpaid up to the date fixed for redemption (including any Arrears of Deferred Periodic Distribution and any Additional Periodic Distribution Amount); and
- (c) any Liquidity Facility.

LBS Bina as the Issuer, is entitled to set-off the Exercise Price with any Liquidity Facility to be

repaid to LBS Bina as the Manager.

"Make-Whole Amount" means the amount, equal to the sum of (a) the present value of the nominal value of all outstanding Perpetual Sukuk Musharakah 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 from the redemption date up to and including, the First Call Date, discounted to the redemption date on a quarterly, semi-annual or such other basis to be agreed prior to each issuance, as the case may be (assuming a 365-day year) at the relevant discount rate being the Relevant MGS Rate plus the relevant margin to be agreed between the Issuer and the Lead Manager prior to the issue date of the relevant Tranche of Perpetual Sukuk Musharakah.

"Relevant MGS Rate" means 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 2 available closest MGS rates corresponding to the period between the relevant redemption date up to the First Call Date.

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

(28) Form and (20) denomination : The Perpetual Sukuk Musharakah shall be issued in accordance with the:

- (1) Operational Procedures for Securities Services issued by PayNet;
- (2) Operational Procedures for Malaysian Ringgit Settlement in the Real Time Electronic Transfer of Funds and Securities System (RENTAS) issued by PayNet; and
- (3) Participation Rules for Payments and Securities Services issued by PayNet,

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

Form

The Perpetual Sukuk Musharakah shall be represented by a 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 Musharakah shall be Ringgit Malaysia One Thousand (RM1,000.00) or in multiples of Ringgit Malaysia One Thousand (RM1,000.00) thereof or such other denominations to be mutually agreed by the Issuer and the Lead Arranger as may be allowed under the PayNet Rules and Procedures at the time of issuance.

- (29) 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 payer shall be required to make such additional amount so that the payee would receive the full amount which the payee would have received if no such withholding or deductions are made.
- (30) 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 payable to it by the Issuer in respect of, or arising under or in connection with the Perpetual Sukuk Musharakah, the Musharakah Agreement, the sale agreement pursuant to the Purchase Undertaking or the Sale Undertaking or any other Transaction Documents, and each Sukukholder shall, by virtue of its holding of any Perpetual Sukuk Musharakah, be deemed to have waived all such rights of set-off, deduction, withholding or retention against the Issuer. Notwithstanding the foregoing, 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 Musharakah, the Musharakah Agreement, the sale agreement pursuant to the Purchase Undertaking or the Sale Undertaking or any other Transaction Documents, 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 or administration, the liquidator of the Issuer or as appropriate, administrator of the Issuer) and, until such time as payment is made, shall hold such amount in trust for the Issuer (or the liquidator of the Issuer or as appropriate, administrator of the Issuer) and accordingly any such discharge shall be deemed not to have taken

place.

**(31) Material
(23) Adverse
Effect**

- : In relation to the principal terms and conditions herein, a material and adverse effect on:
- (a) the assets, business or condition (financial or otherwise) of the Issuer and/or the Security Parties; or
 - (b) the ability of the Issuer and/or the Security Parties to perform or comply with any of its obligations under the Transaction Documents or to make any payments in respect of the Perpetual Sukuk Musharakah Programme; or
 - (c) the validity, legality or enforceability of the Transaction Documents or the rights and benefits available to the Sukuk Trustee and the Sukukholders under any provisions of the Transaction Documents.

**(32) Transaction
(24) Documents**

- : The Transaction Documents shall include the following:
- (i) the Programme Agreement;
 - (ii) the Trust Deed;
 - (iii) the Securities Lodgement Form;
 - (iv) the Subscription Agreement;
 - (v) the relevant Islamic documents;
 - (vi) the relevant security documents ("**Security Documents**"); and
 - (vii) such other agreements as may be advised by the Solicitor.

**(33) Conditions
(25) Subsequent**

- : To include but not limited to the following:
- (a) in the event any property identified as security for the First Series is encumbered, no later than ninety (90) days from the date of first issuance under the First Series of the Perpetual Sukuk Musharakah (or such longer period as may be agreed by the Security Trustee in writing) under the Perpetual Sukuk Musharakah Programme, the relevant Security Documents in respect of such property shall have been executed, stamped or endorsed as exempted from stamp duty and (where applicable) presented for registration at the relevant land office, and the Security Trustee shall have received:

- (i) where applicable, the receipt of presentation for registration of the land charge(s) over the relevant property in favour of the Security Trustee;
 - (ii) evidence that the Statement of Particulars to be Lodged with Charge (as prescribed under the Companies Act 2016) in respect of the Security Documents over the relevant property have been lodged with the CCM; and
 - (iii) a legal opinion satisfactory to the Security Trustee advising with respect to, among others, the legality, validity, binding effect and enforceability of the Security Documents in respect of the relevant property;
- (b) in the event any property identified as security for any subsequent Series of Secured Perpetual Sukuk Musharakah is encumbered, no later than ninety (90) days from the date of first issuance under the relevant Series of Secured Perpetual Sukuk Musharakah (or such longer period as may be agreed by the Security Trustee in writing) under the Perpetual Sukuk Musharakah Programme, the relevant Security Documents in respect of such property shall have been executed, stamped or endorsed as exempted from stamp duty and (where applicable) presented for registration at the relevant land office, and the Security Trustee shall have received:
 - (i) where applicable, the receipt of presentation for registration of the land charge(s) in respect of the relevant property in favour of the Security Trustee;
 - (ii) evidence that the Statement of Particulars to be Lodged with Charge (as prescribed under the Companies Act 2016) in respect of the Security Documents in respect of the relevant property have been lodged with the CCM; and
 - (iii) a legal opinion satisfactory to the Security Trustee advising with respect to, among others, the legality, validity, binding effect and enforceability of the Security Documents in respect of the relevant property; and

- (c) such other conditions subsequent as may be required by the Lead Arranger and/or advised by the Solicitors.

(34) **Jurisdiction** : The parties shall unconditionally and irrevocably submit
(26) to the exclusive jurisdiction of the courts of Malaysia.”

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1.3 Amendments to Section 5.1 of the Information Memorandum

The following is hereby inserted as item (s) in Section 5.1 of the Information Memorandum:

- “(s) LBS Bina Group’s business operations may be affected by an outbreak of the novel coronavirus 2019 (“Covid-19”) or an outbreak of any other contagious or virulent disease**

The outbreak of Covid-19 or other contagious or virulent diseases in Singapore, Malaysia, China or other parts of the world will disrupt global and regional businesses. In addition, several countries in Asia have suffered or are suffering from outbreaks of communicable diseases such as Influenza A and Middle East Respiratory Syndrome (MERS). As at the date of this Supplemental Information Memorandum, LBS Bina Group's business operations are not affected by the outbreak of Covid-19 or any other contagious or virulent disease. However, such an outbreak of communicable diseases, if prolonged or increased in severity, may have an adverse effect on LBS Bina Group’s operations.”

1.4 Amendments to Section 5.2 of the Information Memorandum

Item (d) of Section 5.2 (Risks Relating to the Perpetual Sukuk Musharakah) of the Information Memorandum is hereby amended and varied with the amendments highlighted in bold italic as follows:

- “(d) Perpetual Sukuk Musharakah may be subject to optional redemption by the Issuer**

The Issuer may at its option redeem the Perpetual Sukuk Musharakah pursuant to (i) an Optional Redemption; or upon the occurrence of certain Redemption Events, namely (ii) Accounting Event Redemption; ~~and/or~~ (iii) Tax Event Redemption; ***(iv) a Change in Control Event Redemption; (v) a Leverage Event Redemption; (vi) a Privatisation Event Redemption; and/or (vii) a Shareholder Event Redemption*** in accordance with the terms and conditions of the Perpetual Sukuk Musharakah Programme.

The Perpetual Sukuk Musharakah are perpetual in tenure of which there is no fixed redemption date and the Issuer shall only have the right to redeem or purchase the Perpetual Sukuk Musharakah pursuant to the Redemption Events.”

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