

## PRINCIPAL TERMS AND CONDITIONS

<b>Issuer</b>	Perbadanan Tabung Pendidikan Tinggi Nasional (“ <b>PTPTN</b> ” or the “ <b>Issuer</b> ”).
<b>Guarantor</b>	Government of Malaysia (“ <b>GOM</b> ” or the “ <b>Government</b> ”).
<b>Facility</b>	An Islamic Medium Term Notes (“ <b>Sukuk Murabahah</b> ”) Programme of RM8.0 Billion in Nominal Value, irrevocably and unconditionally guaranteed by the GOM (“ <b>GG Sukuk Programme</b> ”).
<b>Facility Amount</b>	Up to RM8.0 billion in nominal value.
<b>Parties Involved in the Proposed Transaction</b>	<p>Joint Lead Arrangers/Joint Lead Managers/Joint Bookrunners (if applicable) (“<b>JLAs</b>”) :</p> <ul style="list-style-type: none"> <li>(i) Affin Hwang Investment Bank Berhad (“<b>Affin Hwang</b>”);</li> <li>(ii) AmInvestment Bank Berhad (“<b>AmInvestment Bank</b>”);</li> <li>(iii) CIMB Investment Bank Berhad (“<b>CIMB</b>”); and</li> <li>(iv) Maybank Investment Bank Berhad (“<b>Maybank IB</b>”).</li> </ul> <p>Primary Subscriber(s) and Amount Subscribed :</p> <p>The Primary Subscribers (if any) will be determined prior to the issuance of the relevant Sukuk Murabahah (defined hereunder), in the case where the Sukuk Murabahah are issued via bought deal or direct placement on a best effort basis.</p> <p>Joint Shariah Advisers :</p> <ul style="list-style-type: none"> <li>(i) AmInvestment Bank Berhad (backed by AmBank Islamic Berhad Shariah Committee);</li> <li>(ii) CIMB Islamic Bank Berhad (“<b>CIMB Islamic</b>”); and</li> <li>(iii) Maybank Islamic Berhad (“<b>Maybank Islamic</b>”).</li> </ul> <p>Legal Counsel of the JLAs : Messrs. Adnan Sundra &amp; Low.</p> <p>Central Depository and Paying Agent : Bank Negara Malaysia (“<b>BNM</b>”).</p> <p>Facility Agent : AmInvestment Bank.</p> <p>Commodity Trading Participant (“<b>CTP</b>”) : AmBank Islamic Berhad.</p>

Commodity Buyer	: Bursa Malaysia Islamic Services Sdn Bhd or such other buyer as may be designated by the Issuer and acceptable to the JLAs and the Joint Shariah Advisers.  The Commodity Buyer will act as the buyer of Commodities via the CTP.
Commodity Seller	: Commodities suppliers via Bursa Suq Al-Sila' or such other supplier(s) as may be designated by the Issuer (as Purchase Agent) and acceptable to the JLAs and the Joint Shariah Advisers.  The Commodity Seller will act as the seller of Commodities via the CTP.

**Islamic Principle** Murabahah (via Tawarruq arrangement). **Used**

**Facility Description** Issuance of the Sukuk Murabahah under the GG Sukuk Programme shall be effected as follows:

1. The Facility Agent, on behalf of the investors of the Sukuk Murabahah ("**Sukukholders**"), and the Issuer shall enter into an agency agreement ("**Agency Agreement**"), pursuant to which the Issuer is appointed as the agent of the Sukukholders (in such capacity, the "**Purchase Agent**") for the purchase of Shariah-compliant commodities which would exclude ribawi items in the category of medium of exchange such as currency, gold and silver ("**Commodities**"). The Purchase Agent shall then enter into a sub-agency agreement ("**Sub-Agency Agreement**") to appoint the Facility Agent as a sub agent (in such capacity, the "**Sub Agent**") to purchase the Commodities.
2. Pursuant to a commodity Murabahah master agreement ("**Commodity Murabahah Master Agreement**"), prior to the date on which the relevant series of Sukuk Murabahah is issued, PTPTN (as "**Purchaser**") shall, from time to time, issue a purchase order ("**Purchase Order**") in relation to the said series, to the Purchase Agent and the Sub Agent. In the Purchase Order, the Purchaser will:
  - a) request the Purchase Agent and the Sub Agent to purchase the Commodities on behalf of the Sukukholders; and
  - b) irrevocably undertake to subsequently purchase the Commodities from the Sukukholders via the Sub Agent at the deferred sale price ("**Deferred Sale Price**").

3. Based on the Purchase Order, the Sub Agent (pursuant to the **"CTP Purchase Agreement"**) entered into between the Sub Agent and the CTP, appoints the CTP to purchase on a spot basis the Commodities from the Commodity Seller at a purchase price which shall be an amount equivalent to the Sukuk Murabahah proceeds (**"Purchase Price"**). The Purchase Price shall be in line with the asset pricing requirement stipulated under the Securities Commission Malaysia (**"SC"**)'s Guidelines on Unlisted Capital Markets Products under the Lodge and Launch Framework (revised and effective on 15 June 2015) (**"Guidelines on UCMP"**).
4. The Issuer shall then issue the Sukuk Murabahah whereby the proceeds thereof shall be used to pay for the Purchase Price. The Sukuk Murabahah shall evidence, amongst others, the Sukukholders' ownership of the Commodities and subsequently once the Commodities are sold to the Purchaser, the Sukukholders' entitlement to receive the Deferred Sale Price which shall be the Purchase Price plus the profit margin i.e. the aggregate of Periodic Profit Payments (as defined below) (if applicable) and the discounted amount (if applicable) payable by the Issuer. 5. Thereafter, pursuant to a sale and purchase agreement (**"Sale and Purchase Agreement"**), the Sub Agent (acting as agent to the Purchase Agent) shall sell the Commodities to the Purchaser based on the Murabahah principle at the Deferred Sale Price.
6. Upon completion of such purchase, the Purchaser (pursuant to the **"CTP Sale Agreement"**, to be entered into between the Purchaser and the CTP) appoints the CTP to sell the Commodities to the Commodity Buyer on a spot basis for an amount equal to the Purchase Price. The CTP Sale Agreement will provide for the CTP (on behalf of the Purchaser) to directly sell the Commodities to the Commodity Buyer upon notice by the Purchaser that the Sale and Purchase Agreement has been completed and executed. Proceeds realised from such sale shall be utilised by the Issuer in accordance with the Details of Utilisation of Proceeds.
7. During the tenure of the Sukuk Murabahah, the Purchaser shall make Periodic Profit Payments on the Periodic Payment Dates (as defined below) (in the case of Sukuk Murabahah with Periodic Profit Payments) forming part of the Deferred Sale Price to the Sukukholders and on the date of maturity of the Sukuk Murabahah (**"Maturity Date"**). Upon any declaration of an Event of Default or early settlement, the Purchaser shall pay all amounts then outstanding on the Deferred Sale Price as a final settlement (subject to the Rebate (Ibra'), where applicable) whereupon the Sukuk Murabahah shall be cancelled.

8. The Government shall issue an irrevocable and unconditional guarantee (the “**Guarantee**”) in favour of the Facility Agent whereby the Government will guarantee the proper and punctual payment by PTPTN of the Guaranteed Amount (as defined below) and will irrevocably and unconditionally undertake as a continuing obligation to the Facility Agent that if for any reason and at any time and from time to time PTPTN fails to make payment of any monies due, owing or payable by PTPTN in relation to the GG Sukuk Programme, that it will make payment of the same pursuant to the Guarantee.

A diagrammatical illustration of the Murabahah (via Tawarruq arrangement) structure is set out in Annexure 1.

<b>Programme Size</b>	The aggregate nominal value of the Sukuk Murabahah outstanding under the GG Sukuk Programme at any point in time shall not exceed RM8.0 billion.
<b>Issue Price</b>	The Sukuk Murabahah may be issued at a premium, at par or at a discount, and the issue price shall be calculated in accordance with the Operational Procedures for Securities Services issued by Malaysian Electronic Clearing Corporation Sdn Bhd (“ <b>MyClear</b> ”), as amended or substituted from time to time (“ <b>MyClear Procedures</b> ”). The issue price of the relevant Sukuk Murabahah shall be determined prior to each issuance.
<b>Tenure</b>	<p><u>Tenure of the GG Sukuk Programme</u></p> <p>The tenure of the GG Sukuk Programme shall be thirty (30) years from the date of the first Sukuk Murabahah issuance under the GG Sukuk Programme.</p> <p><u>Tenure of the Sukuk Murabahah</u></p> <p>Each Sukuk Murabahah shall have a tenure of more than one (1) year and up to thirty (30) years, provided that the Sukuk Murabahah shall mature on or prior to the expiry of the GG Sukuk Programme.</p>
<b>Availability Period</b>	Upon the completion of the relevant documentation and, unless waived by the JLAs, compliance of all conditions precedent and ending on 5.00 p.m. in Kuala Lumpur on the final day of the Tenure of the GG Sukuk Programme.
<b>Profit Rate</b>	<p>In the case of Sukuk Murabahah with Periodic Profit Payments, the periodic profit rate shall be determined prior to each issuance of the Sukuk Murabahah (“<b>Periodic Profit Rate</b>”).</p> <p>Not applicable to Sukuk Murabahah without Periodic Profit Payments.</p>
<b>Profit Payment Frequency and Basis</b>	In the case of Sukuk Murabahah with periodic profit payments (“ <b>Periodic Profit Payments</b> ”), the frequency of the Periodic Profit Payments shall be on a semi-annual basis or such other period of

frequency to be agreed between PTPTN and the JLAs prior to each issuance of Sukuk Murabahah ("**Periodic Profit Payment Period**").

The Periodic Profit Payments shall be calculated at the Periodic Profit Rate on the nominal value of the relevant series of the Sukuk Murabahah for the relevant Periodic Profit Payment Period based on an actual/365 days' basis.

**"Periodic Profit Payment Date"** is the date falling on the last day of a particular Periodic Profit Payment Period.

Not applicable to Sukuk Murabahah without Periodic Profit Payments.

**Yield-to-Maturity**

The yield-to-maturity shall be determined prior to each issuance of the Sukuk Murabahah.

**Guarantee**

An irrevocable and unconditional guarantee (the **"Guarantee"**) by the Government in favour of the Facility Agent (acting on behalf of the Sukukholders and the Financiers (as defined below)) whereby the Government guarantees the proper and punctual payment by PTPTN of the Guaranteed Amount (as defined below) and irrevocably and unconditionally undertakes, as a continuing obligation to the Facility Agent (acting on behalf of the Sukukholders and the Financiers), that if for any reason and at any time and from time to time PTPTN fails to make payment of the Guaranteed Amount when due, to pay the amounts not so paid within thirty (30) days of the written demand by the Facility Agent (**"Payment Period"**).

**"Guaranteed Amount"** refers to monies and liabilities which are now or shall at any time hereafter become due, owing or payable or expressed to be due owing or payable by PTPTN:

1. in relation to the GG Sukuk Programme:
  - a) the combined outstanding principal amount, all accrued profit and any other monies which shall at any time become due and payable by PTPTN under the GG Sukuk Programme:-
    - i. the nominal value of the Sukuk Murabahah (or in the case of Sukuk Murabahah without Periodic Profit Payments, the accreted value of the Sukuk Murabahah); and
    - ii. in the case of Sukuk Murabahah with Periodic Profit Payments, any accrued but unpaid profit thereon.
2. in relation to the SRC-i Facility (as defined below):
  - a) the Financiers' Sale Price (as defined below) and any other monies which shall at any time become due and payable by PTPTN under the SRC-i Facility.

Provided that:

- a) the combined aggregate outstanding nominal value of the Sukuk Murabahah and the outstanding principal amount under the SRC-i Facility guaranteed by the Guarantor shall not exceed RM8.0 billion at any one time;

- b) any double-counting shall be disregarded; and
- c) the Guarantee Limit (as defined below) may, at the option of the Guarantor, be reduced accordingly so long as and subject to the Facility Agent's confirmation that, the combined aggregate of (i) the outstanding nominal value of the Sukuk Murabahah; (ii) the outstanding principal amount under the SRC-i Facility; (iii) the nominal value of any proposed Sukuk Murabahah issuance as notified by the Issuer to the Facility Agent prior to the exercise of the option; and (iv) the principal amount of any proposed disbursement under the SRC-i Facility as notified by the Issuer to the Facility Agent prior to the exercise of the option, do not exceed the reduced Guarantee Limit.

**"Financiers"** means the financiers of the SRC-i Facility, which are Affin Islamic Bank Berhad, AmBank Islamic Berhad, CIMB Islamic and Maybank Islamic.

**"SRC-i Facility"** means a Syndicated Revolving Credit-i Facility of up to RM2.0 billion only irrevocably and unconditionally guaranteed by the GOM.

**"Financiers' Sale Price"** means the aggregate of the principal portion and the profit portion of the SRC-i Facility.

**"Guarantee Limit"** means the total sum of Ringgit Malaysia Eight Billion (RM8,000,000,000.00) under the Guarantee.

For the avoidance of doubt, the Guaranteed Amount shall not include Ta'widh (Compensation) (as referred to below).

**Rating**

The Sukuk Murabahah issued under the GG Sukuk Programme will not be rated.

**Details of Utilisation of Proceeds**

The proceeds from the Sukuk Murabahah issued under the GG Sukuk Programme shall be utilised by PTPTN for the provision of educational Shariah-compliant financing in accordance with the PTPTN Act (as defined below) and/or to refinance or redeem the SRC-i Facility.

**Form and Denomination**

The Sukuk Murabahah shall be issued in accordance with (1) the "Participation and Operation Rules for Payment and Securities Services" issued by Malaysian Electronic Clearing Corporation Sdn Bhd (**"MyClear Rules"**) and (2) MyClear Procedures, or their replacement thereof where applicable (collectively the **"MyClear Rules and Procedures"**) applicable from time to time.

Each series of the Sukuk Murabahah shall be represented by a global certificate to be deposited with BNM, and is exchanged for definitive bearer form only in certain limited circumstances. The denomination of the Sukuk Murabahah shall be RM1,000,000.00 or in multiples of RM1,000,000.00 at the time of issuance.

<b>Status of the Sukuk Murabahah</b>	The Sukuk Murabahah will represent amongst others, the Sukukholders' ownership of the Commodities and subsequently once the Commodities are sold to the Purchaser, the Sukukholders' entitlement to receive the Deferred Sale Price. The Sukuk Murabahah shall constitute direct, unconditional, unsecured and unsubordinated obligations of PTPTN and shall at all times rank pari passu, without discrimination, preference or priority amongst themselves and at least pari passu with all other present and future unsecured and unsubordinated obligations of PTPTN, subject to the provisions of the Transaction Documents (as defined below) and those preferred by law.
<b>Status of the Guarantee</b>	The liabilities of the Guarantor under the Guarantee shall rank at least equally and rateably pari passu with all its other unsecured liabilities, both actual and contingent (except liabilities which are subject to liens or rights of set-off wherein the aggregate amount of which is not material).
<b>Mode of Issue</b>	<p>The Sukuk Murabahah shall be issued through any of the following modes:</p> <p>(i) via book building on a best efforts basis; (ii) via direct placement on a best efforts basis; or (iii) via bought deal basis.</p>
<b>Issue</b>	<p>The Sukuk Murabahah may be issued in multiples of RM1,000,000.00, but subject to the MyClear Procedures and other standard conditions including, without limitation, the following:</p> <p>(i) a minimum issue size of RM10.0 million for each issue; and</p> <p>(ii) the issue notice shall be given to the JLAs at least eight (8) business days (for the first Sukuk Murabahah issue) and six (6) business days (for subsequent Sukuk Murabahah issues) prior to and excluding the date of proposed issue.</p>
<b>Listing</b>	The Sukuk Murabahah will not be listed on Bursa Malaysia Securities Berhad or any other stock exchange.
<b>Identified Asset</b>	Shariah-compliant commodities available at Bursa Suq al-Sila' and/or such other independent commodity trading platform acceptable to the Issuer as approved by the Shariah Adviser (excluding ribawi items in the category of medium of exchange such as currency, gold and silver) (" <b>Commodities</b> ").
<b>Redemption</b>	Unless previously redeemed or purchased and cancelled, the Sukuk Murabahah will be redeemed by PTPTN at 100% of their nominal value on their respective Maturity Dates.
<b>Purchase and Cancellation</b>	PTPTN may at any time purchase the Sukuk Murabahah at any price in the open market or by private treaty, but these purchased Sukuk Murabahah shall be cancelled and cannot be reissued.

**Conditions  
Precedent**

To include but not limited to the following (all have to be in form and substance acceptable to the JLAs):

**A. Main Documentation**

- (i) The relevant Transaction Documents have been executed;
- (ii) The delivery of the certified true copy of the list of authorised signatories of PTPTN and their specimen signatures, duly certified by any of its directors; and
- (iii) The delivery of a certified true copy each of the constitutive documents of PTPTN and the resolution duly passed by the Board of Management of PTPTN authorising, inter alia, the establishment of the GG Sukuk Programme, the issuance of the Sukuk Murabahah, the execution and carrying out of all obligations under the Transaction Documents and the appointment of authorised signatories to execute such Transaction Documents.

**B. General**

- (i) The relevant approvals and orders required from the Government and/or Minister of Finance (including under the Loans Guarantee (Bodies Corporate) Act 1965), where applicable, and any other regulatory authorities as advised by the Legal Counsel of the JLAs as required for purposes of the Sukuk Murabahah and/or the GG Sukuk Programme have been obtained:
  - (a) The Minister of Finance has granted the relevant tax and stamp duty remissions for purposes of the Sukuk Murabahah and/or the GG Sukuk Programme;
  - (b) The relevant approval from the Minister of Education under Section 14 of the Perbadanan Tabung Pendidikan Tinggi Nasional Act 1997 ("**PTPTN Act**") with the consent from the Minister of Finance to undertake the GG Sukuk Programme; and
  - (c) Receipt of the relevant approval and consent from the Minister of Finance pursuant to Sections 5(1) and 6 of the Loans Guarantee (Bodies Corporate) Act 1965.
- (ii) Evidence that all transaction fees, costs and expenses relating to the GG Sukuk Programme will be paid in full;
- (iii) Receipt of a certificate from PTPTN to confirm among others the representations and warranties contained in the Transaction Documents are true and accurate in all material respects and no Event of Default has occurred and is continuing;
- (iv) The Legal Counsel of the JLAs has issued a legal opinion



- addressed to the JLAs and the Facility Agent advising with respect to, among others, the legality, validity and enforceability of the Transaction Documents, and a confirmation addressed to the JLAs that all the conditions precedent have been fulfilled; and
- (v) Evidence of confirmation from the Joint Shariah Advisers that the structure, mechanism and the Transaction Documents of the GG Sukuk Programme are in compliance with Shariah.

Additional conditions precedent for each issuance of Sukuk Murabahah under the GG Sukuk Programme:

- (i) The JLAs shall have received satisfactory confirmation from the Facility Agent on the amount outstanding under the SRC-i Facility (if any) and the GG Sukuk Programme (if any); and
- (ii) The JLAs shall have received satisfactory confirmation from the Facility Agent and the Issuer that (A) the aggregate of: (i) the outstanding principal amount under the SRC-i Facility and (ii) the principal amount to be disbursed under the SRC-i Facility on the proposed date of disbursement under the SRC-i Facility; and (B) the aggregate of (i) the outstanding nominal value of the Sukuk Murabahah issued under the GG Sukuk Programme and (ii) the nominal value of the Sukuk Murabahah to be issued on the proposed date of issuance of the Sukuk Murabahah do not exceed RM8.0 billion (and such aggregate shall, for the avoidance of doubt, exclude the nominal value of the Sukuk Murabahah to be issued to refinance or redeem the SRC-i Facility). **Representations and** The representations and warranties of PTPTN are as follows:

**Warranties of PTPTN**

- (i) it is a body corporate duly established and existing under the PTPTN Act and has full power and authority to carry on its business and to own its properties and assets, and has full legal and beneficial ownership of all its assets and has complied with all legal requirements relative to its business;
- (ii) it has the power and authority to enter into, exercise its rights under and perform its obligations under the Transaction Documents to which it is a party to;
- (iii) all necessary authorisations, licences, consents and approvals required for its performance under the Transaction Documents to which it is a party to have been obtained, renewed, fulfilled and remain in full force and effect;
- (iv) no registration and no payment of any duty or tax (subject to the relevant tax and stamp duty exemption and/or remission being obtained) or other action is necessary to ensure the legality, validity, enforceability or admissibility as evidence in Malaysia of the Transaction Documents to which it is a party;

- (v) its entry into, exercise of its rights under, and performance of its obligations under the Transaction Documents to which it is a party to, do not and will not violate any law or agreement to which it is a party;
- (vi) no litigation or arbitration is current, or to its knowledge, is threatened which if adversely determined, may have a Material Adverse Effect;  

For the purposes of this term sheet, “**Material Adverse Effect**” means any material adverse effect on (i) the financial condition of PTPTN; and/or (ii) the ability of PTPTN to perform any of its obligations under any of the Transaction Documents to which it is a party to.
- (vii) it is subject to civil and commercial law with respect to its obligations under the Transaction Documents to which it is a party to, the transactions contemplated hereby and thereby constitute private and commercial acts done for private and commercial purposes and it is not entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (which may include, without limitation, suits, execution or other enforcement in Malaysia);
- (viii) each of the Transaction Documents is or will when executed and/or issued, be in full force and effect and constitutes, or will when executed or issued, constitutes its valid and legally binding obligations enforceable in accordance with its terms and conditions;
- (ix) the Sukuk Murabahah constitute direct, unconditional, unsecured and unsubordinated obligations of PTPTN and shall at all times rank pari passu without discrimination, preference or priority among themselves and at least pari passu with all other unsecured and unsubordinated obligations of PTPTN, subject to the provisions of the Transaction Documents and those preferred by law;
- (x) its audited financial statements have been or will be prepared in accordance with approved accounting standards in Malaysia and the laws of Malaysia and audited and certified by qualified auditors;
- (xi) no step or action is or has been taken by the Issuer for the dissolution of the Issuer or an order is made by any third party for the dissolution of the Issuer or where any legislative or governmental action is taken for the dissolution of the Issuer;
- (xii) the information furnished by it in writing in connection with the GG Sukuk Programme and the Transaction Documents, to which it is a party to, does not contain any false or misleading statement or any material omission and any opinions contained therein were honestly made on reasonable grounds after its due and careful enquiry; and

- (xiii) no Event of Default has occurred and is continuing.

**Information  
Covenants**

The information covenants of PTPTN are as follows:

- (i) PTPTN shall provide to the Facility Agent at least on an annual basis, a certificate confirming that it has complied with all its obligations under the Transaction Documents to which it is a party to and the terms and conditions of the Sukuk Murabahah and that there does not exist or had not existed, from the date the Sukuk Murabahah were issued or the date of the previous certificate, as the case may be, any Event of Default or any other matters that may materially prejudice the interests of the Sukuholders and if such is not the case, to specify the same;
- (ii) PTPTN shall deliver to the Facility Agent as soon as they become available (after approval from Parliament has been obtained pursuant to Section 52 of the PTPTN Act) copies of its financial statements for that year or if applicable, its consolidated financial statements for that year, which shall contain the income statements and balance sheets of PTPTN and which are audited and certified without qualification by a firm of independent certified public accountants acceptable to the Facility Agent;
- (iii) PTPTN shall promptly notify the Facility Agent of any change in circumstances which may have a Material Adverse Effect on PTPTN;
- (iv) PTPTN shall promptly notify the Facility Agent of any litigation or other proceedings against PTPTN before any court which may have a Material Adverse Effect;
- (v) PTPTN shall promptly give notice to the Facility Agent of the occurrence of any Event of Default forthwith upon becoming aware thereof, and it shall take all reasonable steps and/or such other steps as may reasonably be requested by the Facility Agent to remedy and/or mitigate the effect of the Event of Default; and
- (vi) PTPTN shall promptly give to the Facility Agent such financial information relating to PTPTN's business and its operations as the Facility Agent may reasonably require for the performance of its duties and the exercise of its powers to the extent permitted under the law.

**Positive Covenants** The positive covenants of PTPTN are as follows:

- (i) PTPTN shall maintain in full force and effect, and promptly deliver certified true copies or procure the delivery of certified true copies to the Facility Agent upon demand, 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 is or may become necessary for PTPTN to enter into or perform

- its obligations under the Transaction Documents or to ensure the validity, enforceability, admissibility in evidence of the obligations of PTPTN or rights of the Sukukholders under the Transaction Documents and PTPTN shall comply with the same;
- (ii) PTPTN shall carry out its business and affairs in a proper and efficient manner;
  - (iii) PTPTN shall utilise the proceeds from the GG Sukuk Programme in accordance with the Shariah-compliant purposes as set out herein;
  - (iv) The Issuer shall ensure that (A) the aggregate of: (i) the outstanding principal amount under the SRC-i Facility and (ii) the principal amount to be disbursed under the SRC-i Facility on the proposed date of disbursement under the SRC-i Facility; and (B) the aggregate of: (i) the outstanding nominal value of the Sukuk Murabahah issued under the GG Sukuk Programme and; (ii) the nominal value of the Sukuk Murabahah to be issued and on the proposed date of issuance of the Sukuk Murabahah; do not exceed RM8.0 billion;
  - (v) PTPTN shall execute all such further documents and do all such further acts as the Facility Agent may reasonably consider necessary or expedient at any time or times to give effect to the terms and conditions of the Transaction Documents;
  - (vi) PTPTN shall promptly perform and carry out all its obligations under all the Transaction Documents to which it is a party to (including but not limited to redeeming the Sukuk Murabahah on the relevant maturity date(s) or any other date on which the Sukuk Murabahah are due and payable) and ensure that it shall immediately notify the Facility Agent in the event that PTPTN is unable to fulfill or comply with any of the provisions of the Transaction Documents to which it is a party to;
  - (vii) PTPTN 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 up and shall disclose or provide against all liabilities (actual or contingent) of the Issuer;
  - (viii) PTPTN shall promptly comply with the PTPTN Act and all applicable laws relating to the entry into and performance by PTPTN of its obligations under the Transaction Documents to which it is a party; and
  - (ix) PTPTN will instruct its auditors to disclose to the Facility Agent such information as the Facility Agent may reasonably require in connection with any calculation or matter arising under the Transaction Documents or as the Facility Agent

may reasonably require for the purpose of performing its duties and exercising its powers.

**Negative Covenants** The negative covenants are as follows:

- (i) PTPTN shall not take steps to dissolve itself;
- (ii) PTPTN shall not create or permit to exist any Security Interest (as defined below), save for:
  - a) the Security Interest as contemplated under the Transaction Documents; and
  - b) the Security Interest created by lien or the operation of law; and
- (iii) PTPTN shall not declare or pay any dividends or make any distribution whether income or capital in nature if:
  - (a) an Event of Default has occurred, is continuing and has not been remedied or waived; or
  - (b) any payments under the arrangements pertaining to the Sukuk Murabahah is overdue and unpaid or if any of the payments under the arrangements pertaining to the Sukuk Murabahah which has become payable has not been paid as a consequence of default by PTPTN.

**Events of Default** The Events of Default are as follows:

- (i) PTPTN fails to pay any amount due from it under the Sukuk Murabahah;
- (ii) The indebtedness of PTPTN under the SRC-i Facility becomes capable, in accordance with the relevant terms thereof, of being declared due prematurely by reason of a default by PTPTN in its obligations in respect of the same, or PTPTN fails to make any payment in respect thereof on the due date for such payment or if due on demand when demanded or the Security Interest (as defined below) created for any such indebtedness becomes enforceable and such declaration of indebtedness being due or payable or demanded is not discharged or disputed in good faith by PTPTN in a court of competent jurisdiction within thirty (30) days from the date of such declaration or demand;

For the purposes of this term sheet, "Security Interest" means 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.
- (iii) Any representation or warranty made or given by PTPTN under the Transaction Documents or which is contained in any certificate, document or statement furnished at any time

pursuant to the terms of the Sukuk Murabahah and/or any of the Transaction Documents proves to have been incorrect or misleading in any material respect on or as of the date made or given or deemed made or given;

- (iv) Any representation or warranty made or given by the Guarantor under the Guarantee proves to have been incorrect or misleading in any material respect on or as of the date made or given or deemed made or deemed given;
- (v) PTPTN fails to observe or perform its obligations under any of the Transaction Documents or the Sukuk Murabahah or under any undertaking or arrangement entered into in connection therewith other than an obligation of the type referred to in paragraph (i) above of this section, and such failure shall continue for a period of thirty (30) days or more after having been notified of the same by the Facility Agent;
- (vi) Any consent, authorisation, licence, approval or registration with or declaration to governmental or public bodies or authorities or courts required by PTPTN to authorise or required by PTPTN in connection with the execution, issue, delivery, validity, legality, enforceability or admissibility in evidence of any of the Transaction Documents or the performance by PTPTN of its obligations under any of the Transaction Documents is not approved or is revoked or expired or is not renewed or otherwise ceases to be in full force and effect, unless in respect of the foregoing, such non-approval, revocation, expiration, or non-renewal will not have a Material Adverse Effect;
- (vii) Any step or action is taken by the Issuer for the dissolution of the Issuer or an order is made by any third party for the dissolution of the Issuer or where any legislative or governmental action is taken for the dissolution of the Issuer, unless in the case of the order by such third parties, it has been set aside or stayed within sixty (60) days of the order being served on the Issuer;
- (viii) A receiver, receiver and manager or similar officer takes possession of or is appointed in respect of any part of the business or assets of PTPTN, or distress, legal process, sequestration or any form of execution is levied or enforced or sued out against PTPTN which may have a Material Adverse Effect and no proceedings are initiated in court by PTPTN within thirty (30) days of receipt of notice, or any Security Interest which may for the time being affect any of its assets becomes enforceable;
- (ix) PTPTN changes the nature or scope of a substantial part of its business, or suspends or ceases the operation of a substantial part of its business which it now conducts directly or indirectly and such change or suspension or cessation has a Material Adverse Effect;
- (x) Any of the assets, undertakings, rights or revenue of the Issuer are seized, nationalised, expropriated

or compulsorily acquired by or under the authority of any governmental body which has a Material Adverse Effect;

- (xi) PTPTN fails to satisfy judgment(s) passed against it by any court in Malaysia, and such failure may result in a Material Adverse Effect on the Issuer, and no appeal against such judgment or no application for a stay of execution has been made to any appropriate appellate court within the time prescribed by law or such appeal or application for a stay of execution has been dismissed and in the case of any judgement obtained in default of appearance, no application has been made to set such judgement aside within thirty (30) days of PTPTN becoming aware of such judgement;
- (xii) At any time any of the provisions of the Transaction Documents relating to the payment obligations of the Issuer and/or the Guarantor is or becomes invalid, illegal, void, voidable or unenforceable; and
- (xiii) PTPTN or the Guarantor repudiates any of the Transaction Documents or PTPTN or the Guarantor does or causes to be done any act or take any steps to repudiate any of the Transaction Documents.

On the occurrence of any of the events above, the Facility Agent shall, if directed to do so by a special resolution of the Sukukholders, declare that an Event of Default has occurred in respect of the Sukuk Murabahah, whereupon the Facility Agent shall enforce its rights under the Transaction Documents.

**Compensation  
(Ta'widh)**

In the event of any delays in payment of any amounts due and payable to Sukukholders, PTPTN shall pay the compensation on such overdue amounts at the rate and manner prescribed by the SC's Shariah Advisory Council from time to time.

Any compensation referred to above which is paid to the Sukukholders, can be treated and/or utilised by the Sukukholders at their absolute discretion in accordance with or determined by their respective Shariah requirements, which may include donation to any registered charitable organisation or for any charitable purposes.

**Rebate (Ibra')**

The Sukukholders in subscribing to the Sukuk Murabahah hereby consent to grant a Rebate to the Issuer, where applicable.

The Rebate shall be calculated as follows:

- (i) in the case of Sukuk Murabahah with Periodic Profit Payments and issued at a discount, the aggregate of unearned Periodic Profit Payments
- (ii) in the case of Sukuk Murabahah without Periodic Profit Payments and issued at a discount, the unearned discounted amount
- (iii) in the case of Sukuk Murabahah with Periodic Profit Payments and issued at par, the aggregate of unearned Periodic Profit Payments

The Rebate in relation to (i), (ii) and (iii) above shall be granted in the event the Sukuk Murabahah are redeemed upon the declaration of an Event of Default and such Rebate shall be calculated from the date of the declaration of an Event of Default up to the Maturity Date.

- (iv) in the case of Sukuk Murabahah with Periodic Profit Payments issued at a premium, the aggregate of unearned Periodic Profit Payments (if applicable) and the premium amount.

The Rebate in relation to (iv) above shall be granted:

- (A) in the event the Sukuk Murabahah are redeemed upon the declaration of an Event of Default; or  
(B) on the Maturity Date, and such Rebate shall be calculated:

(a) in relation to (A), from the date of the declaration of the Event of Default up to the Maturity Date; and (b) in relation to (B), on the Maturity Date.

The Deferred Sale Price payable on the Maturity Date or the date of the declaration of an Event of Default, as the case may be, shall be calculated by the Facility Agent (which calculation, in the absence of manifest error, shall be final and conclusive) in accordance with the formula below:

Deferred Sale Price determined at the issue date less the aggregate of the Periodic Profit Payments paid (if applicable) and the nominal value paid less the Rebate (if any).

**Taxation** All payments by the Issuer or the Guarantor shall be made without withholding or deduction for or on account of any present or future taxes, duties or charges of whatsoever nature imposed or levied by or on behalf of Malaysia 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),

Provided That no such additional amount shall be payable in respect of any Sukuk Murabahah presented for payment:

- (1) by or on behalf of a payee who is liable to such taxes, duties, assessments or governmental charges in respect of such Sukuk Murabahah by reason of it being a non-resident of Malaysia for tax purposes; or  
(2) by or on behalf of a payee who would not be liable or subject to such withholding or deduction by making declaration of residence in Malaysia or other similar claim for exemption to the relevant tax authority; or



(3) more than thirty (30) days after the Relevant Date, unless the payee is entitled to such additional amount upon presentation of such Sukuk Murabahah for payment on the last day of such period of thirty (30) days.

For the avoidance of doubt, paragraph (3) shall not apply to such payee falling under paragraphs (1) or (2) above.

**“Relevant Date”** shall mean the date on which the payment first become due but, if the full amount of the money payable has not been received by the Facility Agent on or before the due date, it shall mean the date on which, the full payment of money having been so received.

<b>Governing Laws</b>	Laws of Malaysia.
<b>Jurisdiction</b>	PTPTN shall unconditionally and irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.
<b>Other Expenses</b>	All costs, charges and expenses including legal and other professional fees, stamp duties (if any), penalties and BNM fees, and other incidental costs, charges and expenses payable under the Transaction Documents shall be borne by PTPTN, even if the GG Sukuk Programme is subsequently aborted for any reason whatsoever.
<b>Transaction Documents</b>	<p>Means the following:</p> <ul style="list-style-type: none"> <li>(i) Programme Agreement;</li> <li>(ii) Facility Agency Agreement;</li> <li>(iii) Guarantee;</li> <li>(iv) Subscription Agreement;</li> <li>(v) Securities Lodgement Form;</li> <li>(vi) Commodity Murabahah Master Agreement;</li> <li>(vii) Agency Agreement;</li> <li>(viii) Sub-Agency Agreement;</li> <li>(ix) Purchase Order;</li> <li>(x) CTP Sale Agreement;</li> <li>(xi) CTP Purchase Agreement;</li> <li>(xii) Sale and Purchase Agreement; and</li> <li>(xiii) Sukuk Murabahah,</li> </ul> <p>and includes any amendment, variation or supplement thereof and <b>“Transaction Document”</b> shall refer to each or any one of them.</p>

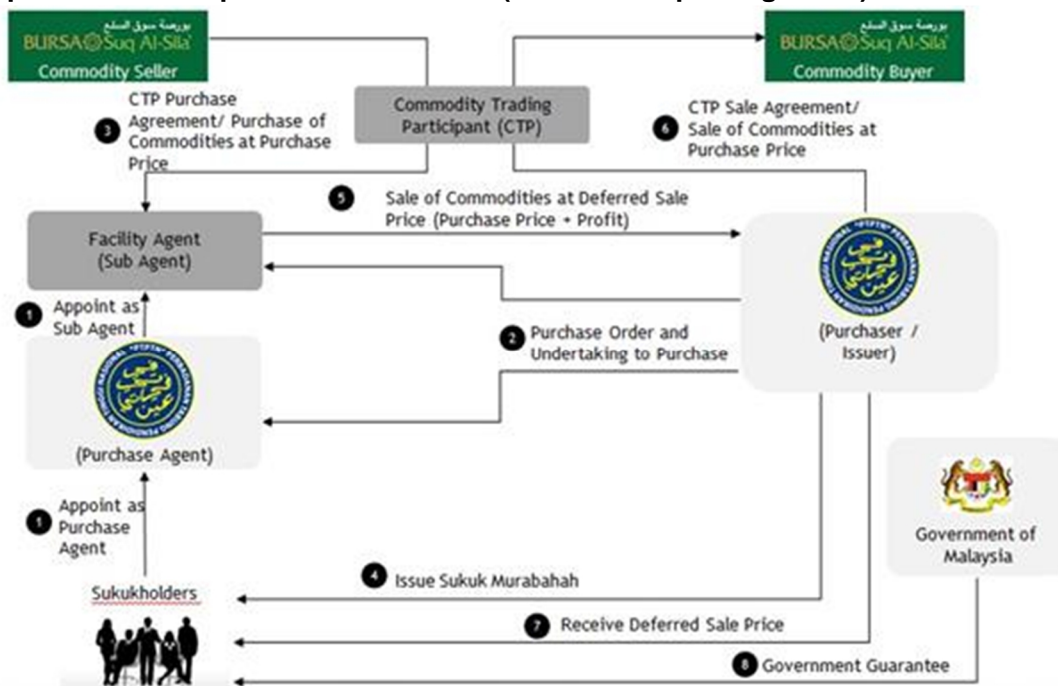
*[the rest of this page has been intentionally left blank]*

## Diagrammatical Illustration of the Murabahah (via Tawarruq arrangement) Transaction

### Annexure 1

### Description on the Steps of the Murabahah (via Tawarruq arrangement) Transaction Annexure 1

### Description on the Steps of the Murabahah (via Tawarruq arrangement) Transaction



1. The Facility Agent, on behalf of the investors of the Sukuk Murabahah ("**Sukukholders**"), and the Issuer shall enter into an agency agreement ("**Agency Agreement**"), pursuant to which the Issuer is appointed as the agent of the Sukukholders (in such capacity, the "**Purchase Agent**") for the purchase of Shariah-compliant commodities which would exclude ribawi items in the category of medium of exchange such as currency, gold and silver ("**Commodities**"). The Purchase Agent shall then enter into a sub-agency agreement ("**Sub-Agency Agreement**") to appoint the Facility Agent as a sub agent (in such capacity, the "**Sub Agent**") to purchase the Commodities.
2. Pursuant to a commodity Murabahah master agreement ("**Commodity Murabahah Master Agreement**"), prior to the date on which the relevant series of Sukuk Murabahah is issued, the Issuer (as "**Purchaser**") shall, from time to time, issue a purchase order ("**Purchase Order**") in relation to the said series to the Purchase Agent and the Sub Agent. In the Purchase Order, the Purchaser will:
  - a. request the Purchase Agent and the Sub Agent to purchase the Commodities on behalf of Sukukholders; and
  - b. irrevocably undertake to subsequently purchase the Commodities from the Sukukholders via the Sub Agent at the deferred sale price ("**Deferred Sale Price**").

3. Based on the Purchase Order, the Sub Agent (pursuant to the “**CTP Purchase Agreement**”) entered into between the Sub Agent and CTP, appoints the CTP to purchase on a spot basis the Commodities from the Commodity Seller at a purchase price which shall be an amount equivalent to the Sukuk Murabahah proceeds (“**Purchase Price**”). The Purchase Price shall be in line with the asset pricing requirement stipulated under the Securities Commission Malaysia’s Guidelines on Unlisted Capital Markets Products (“**Guidelines on UCMP**”).
4. The Issuer shall then issue the Sukuk Murabahah whereby the proceeds thereof shall be used to pay for the Purchase Price. The Sukuk Murabahah shall evidence, amongst others, the Sukukholders’ ownership of the Commodities and subsequently once the Commodities are sold to the Purchaser, the Sukukholders’ entitlement to receive the Deferred Sale Price which shall be the Purchase Price plus the profit margin i.e. the aggregate of Periodic Profit Payments (as defined below) (if applicable) and the discounted amount (if applicable) payable by the Issuer.
5. Thereafter, pursuant to a sale and purchase agreement (“**Sale and Purchase Agreement**”), the Sub Agent (acting as agent to the Purchase Agent) shall sell the Commodities to the Purchaser based on the Murabahah principle at the Deferred Sale Price.
6. Upon completion of such purchase, the Purchaser (pursuant to the “**CTP Sale Agreement**”, to be entered into between the Purchaser and the CTP) appoints the CTP to sell the Commodities to the Commodity Buyer on a spot basis for an amount equal to the Purchase Price. The CTP Sale Agreement will provide for the CTP (on behalf of the Purchaser) to directly sell the Commodities to the Commodity Buyer upon notice by the Purchaser that the Sale and Purchase Agreement has been completed and executed. Proceeds realised from such sale shall be utilised by the Issuer in accordance with the Details of Utilisation of Proceeds.
7. During the tenure of the Sukuk Murabahah, the Purchaser shall make Periodic Profit Payments on the Periodic Payment Dates (in the case of Sukuk Murabahah with Periodic Profit Payments) forming part of the Deferred Sale Price to the Sukukholders and on the date of maturity of the Sukuk Murabahah (“**Maturity Date**”). Upon any declaration of an Event of Default or early settlement, the Purchaser shall pay all amounts then outstanding on the Deferred Sale Price as a final settlement (subject to the Rebate (Ibra’), where applicable) whereupon the Sukuk Murabahah shall be cancelled.
8. The Government shall issue an irrevocable and unconditional guarantee (the “**Guarantee**”) in favour of the Facility Agent whereby the Government will guarantee the proper and punctual payment by PTPTN of the Guaranteed Amount and will irrevocably and unconditionally undertake as a continuing obligation to the Facility Agent that if for any reason and at any time and from time to time PTPTN fails to make payment of any monies due, owing or payable by PTPTN in relation to the GG Sukuk Programme, that it will make payment of the same pursuant to the Guarantee.

*[the rest of this page has been intentionally left blank]*