

Johor Corporation (JCorp or the Issuer)

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

(A) CORPORATE INFORMATION OF ISSUER

- (1) Name : Johor Corporation ("JCorp" or the "Issuer")
- (2) Address : Level 13, Menara KOMTAR,
Johor Bahru City Centre,
80000 Johor Bahru,
Johor.
- (3) Date of incorporation: 18 May 1968
- (4) Place of incorporation : Malaysia
- (5) Business/Company : Not applicable as JCorp is a statutory body incorporated under Johor Corporation
Registration Number : Enactment No. 4, 1968, (as amended by the Enactment No. 5, 1995)
(Old) ("Enactment") as a development agency and public enterprise.
- (6) Business/Company : Not applicable as JCorp is a statutory body incorporated under Johor Corporation
Registration Number : Enactment No. 4, 1968, (as amended by the Enactment No. 5, 1995)
(New) ("Enactment") as a development agency and public enterprise.
- (7) Residence status : Resident Controlled Company
- (8) Place of listing : Not Listed
- (9) Date of listing : Not Listed
- (10) Principal activities of : Oil palm plantation, property development and management, and investment
Issuer holding
- (11) Issued and paid-up : Not applicable as JCorp is a statutory body established under the Enactment.
share capital
- (12) Structure of : Not applicable as JCorp is a statutory body established under the Enactment.
shareholdings and
names of

Principal Terms and Conditions

shareholders or, in the case of a public company, names of all substantial shareholders

(13) Board of directors :

No.	Name
1	YAB. Dato' Haji Hasni bin Mohammad
2	YBhg. Tan Sri Dr. Ali bin Hamsa
3	YBhg. Datuk Syed Mohamed bin Syed Ibrahim
4	YB. Dato' Haji Azmi bin Rohani
5	YB. Dato' Salehuddin bin Hassan
6	YB. Dato' Amir bin Nasruddin
7	YBhg. Dato' Asri bin Hamidon
8	YBhg. Dato' Saiful Anuar bin Lebai Hussien
9	YBhg. Datuk Nor Azri bin Zulfakar
10	YBhg. Dato' Sr. Hisham bin Jafrey

Additional Notes:

Pursuant to Section 4 of the Enactment, the position of Chairman of the Board of Directors of the Issuer shall be held by a person for the time being holding the office of the Chief Minister of Johor. The Johor State Assembly has been dissolved on 22 January 2022 for the Johor state election to be held on 12 March 2022 with YAB. Dato' Haji Hasni bin Mohammad as the caretaker Chief Minister of Johor and as such, YAB. Dato' Haji Hasni bin Mohammad remains as the Chairman of the Board of Directors of the Issuer as of 31 January 2022. After the aforesaid Johor state election, the new Chief Minister of Johor elected pursuant to the Johor state election will be appointed as the Chairman of the Board of Directors of the Issuer.

(14) Disclosure of the following :

(i) If the Issuer or its board : None

Johor Corporation (JCorp or the Issuer)

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

members have been convicted or charged with any offence under any securities laws, corporation laws or other laws involving fraud or dishonesty in a court of law, or if any action has been initiated against the Issuer or its board members for breaches of the same, for the past ten years prior to the lodgement/ since incorporation (for Issuer incorporated less than ten years)

- (ii) If the Issuer has: Not applicable as JCorp is not a listed company.
been subjected to any action by the stock exchange for any breach of the listing requirements or rules issued by the stock exchange, for the past five years prior to the lodgement

(B) PARTIES TO THE TRANSACTION

(a) Origination

No.	Roles	Name of parties
-----	-------	-----------------

Johor Corporation (JCorp or the Issuer)

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

1	Issuer	Johor Corporation ("JCorp")
2	Principal Adviser	Maybank Investment Bank Berhad
3	Lead Arranger	Affin Hwang Investment Bank Berhad ("Affin Hwang IB") and Maybank Investment Bank Berhad ("Maybank IB")(collectively, "Joint Lead Arrangers" or "JLAs")
4	Solicitors	Adnan Sundra & Low ("ASL") (acting for PA/JLAs)
5	Sukuk Trustee	Malaysian Trustees Berhad
6	Shariah Adviser	Maybank Islamic Berhad ("Maybank Islamic") ("Shariah Adviser" or "SA")
7	Facility Agent	Maybank IB
8	Credit Rating Agency	RAM Rating Services Berhad ("RAM")

(b) At the point of distribution

No.	Roles	Name of parties
1	Issuer	JCorp
2	Lead Manager	Affin Hwang IB, Maybank IB and/or such other financial institution(s) as may be appointed from time to time ("Joint Lead Managers" / "JLMs")
3	Facility Agent	Maybank IB
4	Central Depository	Bank Negara Malaysia ("BNM") ("Central Depository")
5	Paying Agent	BNM
6	Shariah Adviser	Maybank Islamic

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

(c) After distribution

No.	Roles	Name of parties
1	Issuer	JCorp
2	Principal Adviser	Maybank Investment Bank Berhad
3	Lead Manager	Affin Hwang IB, Maybank IB and/or such other financial institution(s) as may be appointed from time to time
4	Facility Agent	Maybank IB
5	Sukuk Trustee	Malaysian Trustees Berhad
6	Shariah Adviser	Maybank Islamic
7	Central Depository	BNM
8	Paying Agent	BNM
9	Credit Rating Agency	RAM

(C) DETAILS OF FACILITY/PROGRAMME

- (1) Name of facility : An Islamic medium term notes (“Sukuk Wakalah”) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (“Sukuk Wakalah Programme”)
- (2) One-time issue or programme : Programme
- (3) Shariah principles (for sukuk) : 1. Wakalah bi al-Istithmar
2. Murabahah (via Tawarruq arrangement)
- (4) Facility description (for ringgit-) : The issuance of each series of Sukuk Wakalah from time to time under the Sukuk Wakalah Programme shall be effected as follows:

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

denominated sukuk,
to provide
description as
cleared by the SC)

Underlying Transaction

(1) Pursuant to a Wakalah agreement entered into between the Sukuk Trustee (acting on behalf of the holders of the Sukuk Wakalah ("**Sukukholders**")) and JCorp ("**Wakalah Agreement**"), JCorp shall be appointed as an agent of the Sukukholders ("**Wakeel**") to perform services of investing the issue proceeds of the relevant Sukuk Wakalah ("**Sukuk Proceeds**") in the relevant Wakalah Portfolio (as defined below) and managing the Wakalah Portfolio.

The Wakeel shall invest the Sukuk Proceeds received from the Sukukholders, from time to time, into the relevant investment portfolio which shall comprise:

(a) the whole of Shariah-compliant general business of JCorp and its group of companies which involves the plantation and agribusiness, healthcare and wellness services, real estate and infrastructure development and management, food and restaurants and investment holding (excluding Shariah non-compliant activities) ("**Shariah-compliant Business**"); and

(b) Commodities (as defined below) (to be sold to JCorp as the Purchaser (as defined herein) under the Shariah principle of Murabahah (via Tawarruq arrangement)) ("**Commodity Murabahah Investment**").

The investments described in items (a) and (b) above shall collectively be referred to as the "**Wakalah Portfolio**".

"**Commodities**" means Shariah-compliant commodities which may include but not limited to crude palm oil or such other acceptable commodities (excluding ribawi items in the category of medium of exchange such as currency, gold and silver) which are provided through the Commodity Supplier (as defined below).

(2) The Wakeel shall declare a trust on the trust assets (which shall comprise the Sukuk Proceeds, the Wakalah Portfolio and the rights, title, interest, entitlement and benefit in, to and under the Transaction Documents (as defined in the section entitled "**Other terms and conditions – Transaction Documents**") ("**Trust Assets**") for the benefit of the Sukukholders. The Issuer shall, from time to time, issue Sukuk Wakalah to the Sukukholders and the Sukukholders shall subscribe to the Sukuk Wakalah by paying the Sukuk Proceeds. The relevant Sukuk Wakalah shall represent the Sukukholders' undivided proportionate interest in the relevant Trust Assets.

Shariah-compliant Business

(3) Pursuant to an investment agreement entered into between the Wakeel and JCorp as the investment manager ("**Investment Manager**") ("**Investment Agreement**"), the Wakeel (on behalf of the Sukukholders) shall invest at least 33% of the Sukuk Proceeds of the relevant Sukuk Wakalah for investment into the Shariah-compliant Business via the Investment Manager, subject to the valuation principles set out in the Wakalah Agreement. The Wakeel shall appoint the Investment Manager to manage the Shariah-compliant Business for the benefit of the Sukukholders. The ownership of the Shariah-compliant Business allocated for the relevant Wakalah Portfolio shall be on pro rata basis which refers to joint ownership over the business on undivided and proportionate basis. Thus, entitling the Sukukholder(s) to the share of income in the Shariah-compliant Business based on their proportionate ownership.

For the avoidance of doubt, the above ratio of at least 33% is only applicable at the point of initial investment for the relevant Sukuk Wakalah and does not need to be

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

maintained throughout the tenure of the relevant Sukuk Wakalah. However, the Wakeel shall ensure that the (i) Shariah-compliant Business shall at all times be a component of the Wakalah Portfolio, and (ii) the Sukukholders shall via the Trust Deed provide their upfront consent to the Issuer to create future trusts over the Shariah-compliant Business ("**Future Trusts**") to facilitate any transactions undertaken in connection with any proposed Islamic financing facilities to be obtained by the Issuer, so long as the interest in the Future Trusts does not overlap with the interest of the Sukukholders in the Shariah-compliant Business under the Wakalah Portfolio.

Commodity Murabahah Investment

(4) The remaining balance of the Sukuk Proceeds shall be invested by the Wakeel into the Commodity Murabahah Investment. The Commodity Murabahah Investment shall be effected as follows:

(a) Pursuant to a commodity Murabahah investment agreement entered into between JCorp as the purchaser ("**Purchaser**"), the Wakeel and the Sukuk Trustee ("**Commodity Murabahah Investment Agreement**"), the Purchaser shall issue a purchase order ("**Purchase Order**") to the Wakeel and the Sukuk Trustee (both acting on behalf of the Sukukholders) with an irrevocable and unconditional undertaking to purchase the Commodities from the Sukukholders via the Wakeel at the Deferred Sale Price (as defined below).

(b) Pursuant to the Purchase Order, the Wakeel (on behalf of the Sukukholders) via the commodity trading participant ("**CTP**") will purchase the Commodities on spot basis from commodity supplier(s) in the Bursa Suq Al-Sila' commodity trading platform or such other independent commodity broker acceptable to the Shariah Adviser which will be identified at or around the time of each issuance of the Sukuk Wakalah ("**Commodity Supplier**"), at a commodity purchase price equivalent to such remaining balance of the Sukuk Proceeds of the relevant Sukuk Wakalah after investment into the Shariah-compliant Business ("**Commodity Purchase Price**"). The Commodity Purchase Price shall comply with the Securities Commission Malaysia ("**SC**")'s Shariah Advisory Council ("**SAC**") asset pricing requirements as provided in the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework issued by the SC on 9 March 2015 and revised on 22 November 2021 (as amended from time to time) ("**LOLA Guidelines**").

(c) Upon acquiring the Commodities, the Wakeel (on behalf of the Sukukholders) will thereafter sell the Commodities to the Purchaser for a sale price equivalent to the Commodity Purchase Price plus the profit margin payable on a deferred payment basis ("**Deferred Sale Price**"). For the avoidance of doubt, the Deferred Sale Price shall be equivalent to the aggregate of the Expected Periodic Distribution Amount (as defined below), if any, and the nominal value of the relevant Sukuk Wakalah.

"**Expected Periodic Distribution Amount**" means on any relevant Periodic Distribution Date (as defined in the section entitled "**Other terms and conditions – Periodic Distribution Frequency**"), such amount calculated at the Periodic Distribution Rate (as defined in the section entitled "**Other terms and conditions – Profit / coupon / rental payment rate**") on the nominal value of the relevant Sukuk Wakalah based on the Periodic Distribution Basis (as defined in the section entitled "**Other terms and conditions – Periodic Distribution Basis**").

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

(d) Upon completion of such purchase of Commodities under paragraph 4(c) above, the Purchaser via the CTP, will immediately sell the Commodities to Bursa Malaysia Islamic Services Sdn. Bhd. or such other independent commodity broker acceptable to the Shariah Adviser which will be identified at or around the time of each issuance of the Sukuk Wakalah ("**Commodity Buyer**") on spot basis for cash, equivalent to the Commodity Purchase Price.

(5) The Wakeel shall distribute income generated from the Wakalah Portfolio (including part payment of the Deferred Sale Price) ("**Income**") to the Sukukholders up to:

(a) in respect of Sukuk Wakalah with periodic distribution ("**Periodic Distribution**"), the Expected Periodic Distribution Amount periodically in the form of Periodic Distribution on each Periodic Distribution Date; or

(b) in respect of Sukuk Wakalah without Periodic Distribution, the expected one-off distribution amount equivalent to the difference between the nominal value and the Sukuk Proceeds of the Sukuk Wakalah ("**Expected One-off Distribution Amount**"), in the form of a one-off distribution upon the declaration of a Dissolution Event (as defined in the section entitled "**Events of default or enforcement events, where applicable, including recourse available to investors**") or the maturity date of the relevant Sukuk Wakalah ("**Maturity Date**"), whichever is earlier.

On (i) each Periodic Distribution Date; (ii) the Maturity Date; or (iii) declaration of a Dissolution Event, as the case may be, any Income in excess of the Expected Periodic Distribution Amount or the Expected One-off Distribution Amount, as the case may be, shall be waived by the Sukukholders and retained by the Wakeel as incentive fee for its services in managing the Wakalah Portfolio.

(6) JCorp as the obligor ("**Obligor**") shall issue a purchase undertaking ("**Purchase Undertaking**") to the Sukuk Trustee (for the benefit of the Sukukholders), under which the Obligor undertakes to purchase the Sukukholders' undivided and proportionate beneficial interest in the Shariah-compliant Business from the Sukuk Trustee (acting on behalf of the Sukukholders) upon: (i) the declaration of a Dissolution Event; or (ii) the Maturity Date, whichever is earlier, at the Exercise Price (as defined below) and to enter into a sale agreement for such purchase.

The "**Exercise Price**" shall be the market value or fair value of the Shariah-compliant Business determined based on the valuation principles set out in the Wakalah Agreement, at the relevant Maturity Date(s) or the declaration of a Dissolution Event, as the case may be. The Shariah-compliant Business shall be valued based on the net tangible assets of JCorp as of latest available audited accounts at the point of redemption of the Sukuk Wakalah or such other valuation principles approved by the Shariah Adviser.

(7) Proceeds from the Wakalah Portfolio being the Exercise Price, outstanding Deferred Sale Price (subject to Ibra' (as defined in the section entitled "**Ibra'**")) and any returns generated from the Wakalah Portfolio shall be paid to the Sukukholders to redeem the relevant Sukuk Wakalah on the Maturity Date or the declaration of a Dissolution Event, as the case may be. Any excess above the nominal value or the accreted value (as the case may be) and if applicable, any accrued but unpaid Expected Periodic Distribution Amount of the relevant Sukuk Wakalah shall be waived by the Sukukholders and retained by the Wakeel as an incentive fee upon the full redemption of the relevant Sukuk Wakalah.

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

Upon the full payment of all amounts due and payable under the relevant Sukuk Wakalah, the relevant trust in respect of the Trust Assets will be dissolved and the relevant Sukuk Wakalah held by the Sukukholders will be cancelled.

“**series**” shall mean such Sukuk Wakalah with the same issue date and the same Maturity Date.

In the event the Issuer proposes to issue Sukuk Wakalah which is in compliance with the requirements of the Sustainable and Responsible Investment (“**SRI**”) sukuk framework or such other guidelines or frameworks or standards which are incorporated by the SC into the LOLA Guidelines from time to time (“**SRI Sukuk Framework**”), the Sukuk Wakalah issued under such SRI Sukuk Framework shall be referred to as “**SRI Sukuk Wakalah**” under the Sukuk Wakalah Programme, the Issuer shall, or shall procure the principal adviser of the Sukuk Wakalah Programme to:

(a) submit the relevant terms of such SRI Sukuk Wakalah to the SC for endorsement of the SC’s SAC;

(b) once endorsement of the SC’s SAC has been obtained, ensure that the requirements for post-issuance revision under the LOLA Guidelines are complied with; and

(c) amend the relevant Transaction Documents to cater for the issuances of SRI Sukuk Wakalah.

The Sukukholders shall be deemed to have consented to such amendments and issuances of the SRI Sukuk Wakalah by the Issuer, and no further consent is required from the Sukukholders, the Sukuk Trustee, or any other party under the Sukuk Wakalah Programme with regards to such amendments and issuances of the SRI Sukuk Wakalah. For the avoidance of doubt, the Issuer would still need to obtain the required consent for other revisions or amendments.

- | | | |
|----------------------------------------------------------|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (5) Currency | : | Ringgit |
| (6) Expected facility/
programme size | : | Up to MYR 3,500,000,000.00 |
| (7) Option to upsize (for :
programme) | : | No |
| (8) Tenure of facility/
programme | : | Perpetual |
| (9) Availability period for:
debt/ sukuk
programme | : | The Sukuk Wakalah shall be available throughout the tenure of the Sukuk Wakalah Programme subject to compliance with conditions precedent as set out in the Transaction Documents. |

The first issuance of the Sukuk Wakalah shall be made within sixty (60) business days from the date of lodgement with the SC or such other period as may be

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

approved by the SC.

(10) Clearing and settlement platform : BNM, or its successor-in-title or successor in such capacity.

(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
☒ Schedule 8 of CMSA
(ii) After issuance:
☒ Part I of Schedule 6 of the CMSA
☒ Read together with Schedule 9 of CMSA
☒ Schedule 8 of CMSA

Additional Notes:

Selling Restrictions at Issuance

The Sukuk Wakalah may only be offered, sold, transferred or otherwise disposed of, directly or indirectly, to persons to whom an offer or invitation to subscribe for or purchase the Sukuk Wakalah and to whom the Sukuk Wakalah are issued would fall within Part I of Schedule 6 (or Section 229(1)(b)) of the Capital Markets and Services Act 2007 (as amended from time to time) ("**CMSA**") and Part I of Schedule 7 (or Section 230(1)(b)) of the CMSA and Schedule 8 (or Section 257(1)) of the CMSA, read together with Schedule 9 of (Section 257(3)) of the CMSA, subject to any change in the applicable laws.

Selling Restrictions Thereafter

The Sukuk Wakalah may only be offered, sold, transferred or otherwise disposed of, directly or indirectly, to persons to whom an offer or invitation to subscribe for or purchase the Sukuk Wakalah and to whom the Sukuk Wakalah are issued would fall within Part I of Schedule 6 (or Section 229(1)(b)) of the CMSA and Schedule 8 (or Section 257(1)) of the CMSA, read together with Schedule 9 (Section 257(3)) of the CMSA, subject to any change in the applicable laws.

(13) Tradability and transferability : Size in Ringgit which are tradable and transferable:
Not applicable
Size in Ringgit which are non-tradable and non-transferable:
Not applicable
Size in Ringgit which are restricted transferability:
Not applicable
Additional Notes:

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

The Sukuk Wakalah are tradable and transferable subject to the selling restrictions as provided in the section entitled **"Selling Restrictions"**.

- (14) Secured/combinatio : Unsecured
n of unsecured and
secured, if
applicable
- (15) Details of guarantee,: Not guaranteed
if applicable
- (16) Convertibility of : Non-convertible
issuance and details
of the convertability
- (17) Exchangeability of : Non-exchangeable
issuance and details
of the
exchangeability
- (18) Call option and : No call option
details, if applicable
- (19) Put option and : No put option
details, if applicable
- (20) Details of covenants : Positive Covenants

Positive covenants customary for a programme of this nature, which shall include but not be limited to the following:

(a) to maintain in full force and effect all relevant authorisations, consents, rights, licences, approvals and permits (governmental and otherwise) and promptly obtain any further authorisations, consents, rights, licences, approvals and permits (governmental and otherwise) which are or shall 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, legality, enforceability and 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 terms of the Transaction Documents;

(b) the Issuer shall at all times, on demand execute all such further documents and do all such further acts as the Sukuk Trustee considers necessary or expedient at any time or times to give effect to the terms and conditions of the Transaction Documents and/or for the benefits of all rights, powers and remedies conferred upon the Sukuk Trustee in the Transaction Documents;

(c) the Issuer shall exercise reasonable diligence in carrying out its business and

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

affairs in a proper and efficient manner and in accordance with sound financial and commercial standards and practices;

(d) the Issuer shall promptly comply with all applicable provisions of the CMSA and/or the Sukuk Wakalah, circulars, conditions or guidelines issued by SC from time to time;

(e) the Issuer will at all times maintain a paying agent, or its equivalent, for the Sukuk Wakalah in Malaysia, and the Issuer shall cause and procure the paying agent (through Facility Agent) to notify the Sukuk Trustee in writing in the event the paying agent does not receive payment from the Issuer on the due dates and in the manner as required under the Transaction Documents and the terms and conditions of the Sukuk Wakalah;

(f) the Issuer will keep proper books and accounting records at all times on a basis consistently applied in accordance with the laws of Malaysia and Enactment and generally accepted accounting principles and standards in Malaysia, and provide the Sukuk Trustee and any person appointed by it to have access to such books and accounts to the extent permitted by law;

(g) the Issuer shall promptly perform and carry out all its obligations under all the Transaction Documents and the terms and conditions of the Sukuk Wakalah (including but not limited to payment of the Periodic Distributions (if applicable) and redeeming the Sukuk Wakalah on the relevant Maturity Date(s) or any other date on which the Sukuk Wakalah are due and payable) and ensure that it shall immediately notify the Sukuk Trustee in writing in the event that the Issuer is unable to fulfil or comply with any of the provisions of the Transaction Documents;

(h) the Issuer will comply with all laws and regulations which may be imposed by the relevant authorities;

(i) the Issuer shall prepare its financial statement 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 Issuer's operations 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;

(j) the Issuer shall ensure that the provisions of an information memorandum for the Sukuk Wakalah Programme ("**Information Memorandum**") do not contain any matter which is inconsistent with the provisions of the Transaction Documents and terms and conditions of the Sukuk Wakalah;

(k) the Issuer shall ensure that any conditions precedent for subsequent issuances of the Sukuk Wakalah are complied with in accordance with the terms and conditions of the Sukuk Wakalah and that any request from the Issuer to add, extend, vary or otherwise modify any conditions precedent for subsequent issuances of the Sukuk Wakalah shall be subject to the approval of the relevant Sukukholders;

(l) The Issuer shall at all times, maintain no more than RM3.5 billion in aggregate nominal value of outstanding: (i) Sukuk Wakalah under this Sukuk Wakalah Programme; and (ii) issuance of sukuk under the next sukuk programme to be established by the Issuer ("**New Sukuk Programme**") (if any);

(m) for so long as any SRI Sukuk Wakalah are outstanding, the Issuer shall promptly comply with the relevant SRI Sukuk Framework; and

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

(n) such other covenants deemed necessary by the PA/JLAs and the Solicitors and to be mutually agreed by the Issuer.

Negative covenants

Negative covenants customary for a programme of this nature, which shall include but not be limited to the following:

(a) the Issuer shall not create, incur, assume, guarantee or permit to exist any additional indebtedness for borrowed money or Islamic financing by the Issuer, save and except:

(i) for the indebtedness in respect of: (aa) the Sukuk Wakalah issued under the Sukuk Wakalah Programme; and (bb) issuances under the New Sukuk Programme;

(ii) for existing indebtedness as disclosed to the PA/JLAs/JLMs as at the date of the Transaction Documents; and

(iii) where the Issuer has obtained the requisite approval(s), order(s) or direction(s) (whether general or specific) from the relevant authorities (including but not limited to the approval from the Ministry of Finance, Malaysia (“MOF”)) and all other relevant government and statutory authorities to do so;

(b) the Issuer shall not add, supplement, delete, vary, amend or substitute its Enactment in a manner which may be materially prejudicial to the interests of the Sukukholders or inconsistent with the provisions of the Transaction Documents;

(c) save and except for the Excluded Transactions (as defined below), the Issuer shall not enter into a transaction, whether directly or indirectly with an Interested Person (as defined below) unless:

(i) such transaction shall be on terms that are no less favourable to the Issuer than those which could have been obtained in a comparable transaction from persons who are not Interested Person; and

(ii) with respect to any transaction involving an aggregate payment or value equal to or greater than RM344.0 million, the Issuer shall obtain certification from an independent adviser that the transaction is carried out on fair and reasonable terms;

provided that:

(aa) the Issuer certifies to the Sukuk Trustee that the transaction complies with subparagraph (i) above;

(bb) where applicable, the Issuer has received and furnished to the Sukuk Trustee the certification referred to in subparagraph (ii); and

(cc) the transaction has been approved by the board of directors or shareholders in accordance with the Enactment of the Issuer as the case may require.

“**Interested Person**” includes directors, major shareholders, and chief executive, as defined in the SC’s Guidelines on Trust Deeds first issued on 12 July 2011 and revised on 23 August 2020, as amended from time to time, (“**Trust Deeds Guidelines**”), but will not include the categories of major shareholders as provided under the exception in paragraph 21.04 of the Trust Deeds Guidelines.

“**Excluded Transaction**” means, such transaction entered into by the Issuer

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

whether directly or indirectly with an Interested Person arising from an internal re-organisation exercise undertaken by the Issuer's group of companies (including any asset disposal / transfer transaction contemplated therein) to which does not result in Material Adverse Effect and the same:

(a) has obtained prior written approval from the Minister of Finance, Malaysia in accordance with the relevant requirement as stated under the Enactment (if applicable); and

(b) is carried out in compliance with the transfer pricing guidelines as stipulated in the applicable tax law relating to such transaction.

(d) the Issuer shall not use the proceeds of the Sukuk Wakalah Programme except for the Shariah-compliant purposes set out in the Transaction Documents and the Information Memorandum and the Issuer shall not change such utilisation of proceeds as provided for in the Information Memorandum and/or the Transaction Documents;

(e) the Issuer shall not create or permit to exist any Security Interest (as defined in the section entitled **"Events of default or enforcement events, where applicable, including recourse available to investors"**) over all or any part of the Issuer's business or undertaking or assets, save and except for:

(i) liens arising in the ordinary course of each of their business or by operation of law and not by way of contract;

(ii) existing Security Interest as disclosed to the PA/JLAs/JLMs as at the date of the Transaction Documents; or

(iii) any Security Interest created with the prior written consent of the Sukuk Trustee; and

(f) such other covenants as may be advised by the PA/JLAs and Solicitors and to be mutually agreed by the Issuer.

"Material Adverse Effect" means the occurrence of any event or circumstances which, materially and adversely affects:

(1) the ability of the Issuer to perform any of its obligation under any of the Transaction Documents;

(2) the business, assets or conditions (financial or otherwise), operations and performance of the Issuer and any of the Material Subsidiaries (as defined below); or

(3) the rights and remedies of the Sukuk Trustee or any Sukukholders under the Transaction Documents.

"Material Subsidiaries" is defined as the subsidiary companies (both present and future) of the Issuer which contribute materially to the JCorp Group which shall mean the subsidiary companies of the Issuer which contribute 5% or more to the adjusted net tangible assets of the Issuer's group of companies based on the latest available annual consolidated audited financial statements of the Issuer at the relevant time.

Financial Covenants

No financial covenant

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

Information Covenants

Information covenants customary for a programme of this nature, which shall include but not be limited to the following:

(a) The Issuer shall deliver to the Sukuk Trustee the following:

(i) annually, a certificate signed by the authorised signatory(ies) of the Issuer, confirming that (1) it has complied with all its obligations under the Transaction Documents and the terms and conditions of the Sukuk Wakalah; and (2) that there did not exist or had not existed, from the date the Sukuk Wakalah were first issued or date of the previous certificate as the case may be, any Dissolution Event, and if such is not the case, to specify the same;

(ii) as soon as they become available (and in any event within one hundred and eighty (180) calendar days after the end of each of its financial year) copies of its consolidated financial statements for that financial year which shall contain the income statement and balance sheet of the Issuer and which are audited and certified without qualification by Auditor General;

(iii) as soon as they become available (and in any event within ninety (90) calendar days after the end of each half of its financial year), copies of its unaudited half yearly consolidated financial statements for that period which shall contain the income statement and balance sheet of the Issuer which are duly certified by any one of the directors;

(iv) as soon as they become available (and in any event within fourteen (14) days after the same has been issued), a copy of any other account, report, notice, statement or circular issued or dispatched by the Issuer to its shareholders which are material and substantial to or necessary for Sukukholders to make informed investment decisions;

(b) the Issuer shall immediately notify the Sukuk Trustee in writing in the event that the Issuer becomes aware of any of the following:

(i) the occurrence of any Dissolution Event;

(ii) any substantial change in the nature of the business of the Issuer;

(iii) any change in the status of the Issuer pursuant to the Enactment;

(iv) any change in the withholding tax position or taxing jurisdiction of the Issuer;

(v) any other matter that may materially prejudice the interests of the Sukukholders;

(c) the Issuer shall promptly deliver to the Sukuk Trustee such additional information as the Sukuk Trustee may from time to time reasonably require in order to discharge its duties and obligations under the Trust Deed relating to the Issuer's affairs to the extent permitted by law;

(d) the Issuer shall promptly notify the Sukuk Trustee of any litigation or other proceedings of any nature whatsoever being threatened or initiated against the Issuer or its Material Subsidiaries before any court or tribunal or administrative agency which may have a Material Adverse Effect;

(e) the Issuer shall promptly deliver to the Sukuk Trustee any other accounts, report, notice, statement or circular issued to its shareholders (other than those referred to in paragraph (a)(vi) above) and all notices or other documents received

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

by the Issuer from any of its shareholders or creditors and a copy of all documents dispatched by the Issuer to its creditors generally at the same time as these documents are dispatched to these creditors;

(f) the Issuer shall permit the accounts, reports, notices, statements or circulars as provided by the Issuer to the Sukuk Trustee to be circulated by the Sukuk Trustee at its discretion to the Sukukholders and the qualified investors of the Sukuk Wakalah and the credit rating agency of the Sukuk Wakalah Programme;

(g) for so long as any SRI Sukuk Wakalah are outstanding, the Issuer shall promptly make available to the relevant Sukukholders of the SRI Sukuk Wakalah any information required to comply with the relevant SRI Sukuk Framework; and

(h) such other covenants as may be advised by the PA/JLAs and Solicitors and to be mutually agreed by the Issuer.

(21) Details of designated account, if applicable : No designated account

(22) Name of credit rating agency, credit rating and amount rated, if applicable

No.	Credit rating agency	Credit rating	Final/indicative rating	Name of Class/ Series/ Tranche	Amount rated
1	RAM Rating Services Bhd (RAM)	AAA	Final rating	Not applicable	MYR 3,500,000,000.00

(23) Conditions precedent : Conditions precedent for the establishment of the Sukuk Wakalah Programme and first issuance of the Sukuk Wakalah (which first issuance shall not be a SRI Sukuk Wakalah) shall include the following, all of which have to be in form and substance acceptable to the PA/JLAs:

Main Documentation

(a) The transaction documents (the “**Transaction Documents**”) in relation to the establishment of the Sukuk Wakalah Programme have been completed, executed and stamped (or if exempted, duly endorsed as such) and where applicable, registered at the relevant registry;

Issuer

(b) Each of the constitutive documents (including certified true copies of the Enactment of the Issuer) and the resolutions duly passed by the Board of Directors of JCorp authorising, inter alia, the establishment of the Sukuk Wakalah Programme, the issuance of the Sukuk Wakalah, the execution and carrying out of all obligations under the Transaction Documents and the authorisation by authorised signatories to execute such Transaction Documents;

(c) List of authorised signatories and their respective specimen signatures, duly

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

certified by any of the directors of JCorp;

General

(d) Documentary evidence confirming that the approvals from the relevant authorities (including but not limited to approval from the MOF) and all other relevant governmental, statutory, corporate, creditors' or other consents/approvals, which are necessary for the establishment of the Sukuk Wakalah Programme have been obtained;

(e) Documentary evidence that all relevant endorsement, approvals and acknowledgements including the SC's SAC endorsement and acknowledgement in respect of the lodgement of the Sukuk Wakalah Programme made with the SC, have been obtained;

(f) The PA/JLAs have received a satisfactory legal opinion from the Solicitors as to the legality, validity and enforceability of all Transaction Documents and a confirmation that all conditions precedent have been duly complied (or waived);

(g) Evidence of the completion of satisfactory legal due diligence exercise on the Issuer and its Material Subsidiaries and the receipt of the relevant legal due diligence reports by the PA/JLAs from the Solicitors;

(h) Evidence of the confirmation from the Shariah Adviser that the structure and mechanism of the Sukuk Wakalah Programme together with the Transaction Documents, are in compliance with Shariah;

(i) The Sukuk Wakalah have received their requisite credit rating from the Credit Rating Agency as stated in this principal terms and conditions;

(j) Documentary evidence that arrangement of payment on all transaction fees, costs and expenses due and payable under the Sukuk Wakalah Programme and in connection with the preparation of the Sukuk Wakalah have been made;

(k) Evidence that the Trustee's Reimbursement Account (as defined in the section entitled "**Other terms and conditions – Trustee Reimbursement Account**") has been opened; and

(l) All other condition as may be deemed necessary by the PA/JLAs and/or the Solicitors and to be mutually agreed by the Issuer.

Conditions precedent for subsequent issuances (after the first issuance) of Sukuk Wakalah

(a) If such subsequent issuance (after the first issuance) shall be for issuance of SRI Sukuk Wakalah, subject to there having been at least one issuance of Sukuk Wakalah under the Sukuk Wakalah Programme which is not a SRI Sukuk Wakalah, prior to the first issuance of the SRI Sukuk Wakalah, evidence (in the form and substance acceptable to the Joint Lead Managers) that:

(i) the relevant terms of such SRI Sukuk Wakalah have been submitted to the Islamic Capital Market Development division of the SC for endorsement of the SC's SAC;

(ii) after the endorsement of the SC's SAC has been obtained, the requirements for post-issuance revision under the LOLA Guidelines have been complied with;

(iii) the relevant Transaction Documents have been amended to cater for the issuances of SRI Sukuk Wakalah; and

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

(iv) receipt of a confirmation from the Issuer that the applicable requirements under the SRI Sukuk Framework have been complied with;

(b) If required by the Joint Lead Managers, the Joint Lead Managers has received from the solicitor (to be appointed at the time to act for the Joint Lead Managers) a confirmation that all conditions precedent for the relevant issuance have been fulfilled or waived by the Joint Lead Managers, as the case may be;

(c) In respect of any subsequent issuance (after the first issuance) of Sukuk Wakalah, evidence that the nominal value of such subsequent issuance of Sukuk Wakalah in aggregate with all outstanding Sukuk Wakalah under this Sukuk Wakalah Programme and any outstanding issuance under the New Sukuk Programme (if any) does not exceed RM3.5 billion in nominal value; and

(d) Such other conditions precedent for subsequent issuances customary for transactions of this nature, as may be advised by the Solicitor and agreed by the Issuer, and set out in the Programme Agreement.

(24) Representations and warranties

Customary representations and warranties for a programme of this nature, which shall include but not be limited to the following:

(a) JCorp is a body corporate duly established and existing under the Enactment and validly existing under the laws of Malaysia, has full power to carry on its business and to own its property and assets, and has full legal and beneficial ownership of all its assets and has complied with all legal requirements relative to its business;

(b) JCorp 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 and all necessary corporate action has been taken to authorise it to exercise its right and to perform its obligations under the Transaction Documents to which it is a party to;

(c) All necessary authorisations, licenses, consents and approvals required to establish the Sukuk Wakalah Programme, issuance of Sukuk Wakalah under the Sukuk Wakalah Programme, and its performance under the Transaction Documents to which it is a party have been obtained, renewed, fulfilled and remain in full force and effect to ensure the legality, validity or enforceability in Malaysia of the Transaction Documents to which it is a party in accordance with their terms;

(d) Its entry into and the exercise of its rights and performance of its obligations under the Transaction Documents to which it is a party, do not and will not violate any law or any provision contained in any agreement to which it is a party;

(e) Each of the Transaction Documents to which it is a party, 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;

(f) JCorp's audited financial statements have been prepared in accordance with approved accounting standards in Malaysia and in accordance with the requirements of the Enactment;

(g) The Information Memorandum and information furnished by the Issuer or furnished on its behalf and with the knowledge of the Issuer, in connection with the

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

Sukuk Wakalah 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 opinion contained therein were honestly made on reasonable grounds after its due and careful enquiry;

(h) No litigation or arbitration is current or, to its knowledge, is threatened against it or any Material Subsidiaries, which if adversely determined will have a Material Adverse Effect;

(i) It is subject to civil and commercial law with respect to its obligations under the Transaction Documents to which it is a party, 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, attachment prior to judgment, execution or other enforcement in Malaysia);

(j) The Sukuk Wakalah, pursuant to the relevant Transaction Documents, constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer 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 the Issuer, subject to the provisions of the Transaction Documents and those preferred by law;

(k) No Dissolution Event has occurred and/or is continuing or would occur as a result of each issuance of the Sukuk Wakalah or which with the giving of notice or the lapse of time or other condition would constitute a Dissolution Event;

(l) There has been no material change in the business or condition (financial or otherwise) of the Issuer or its Material Subsidiaries since the date of its last audited financial statements which may have a Material Adverse Effect;

(m) Neither the execution and delivery of any of the Transaction Documents to which it is a party, nor the performance of any of the transactions contemplated in the Transaction Documents to which it is a party did or does or shall:

(i) contravene or constitute a default under any provision contained in any:

(A) contract, undertaking, agreement, instrument by which the Issuer or any of their assets is bound or affected; or

(B) law, ordinance, decree, judgment, award, order, rule, regulation, license, permit or consent by which the Issuer or any of its assets is bound or affected;

(ii) cause any limitation on the Issuer or the powers of their board of directors, whether imposed by or contained in its Enactment or in any agreement, instrument, law, ordinance, decree, order, rule, regulation, judgment, award or otherwise, binding on the Issuer, to be exceeded; or

(iii) result in the creation or imposition of any Security Interest or restrictions of any nature on any of the Issuer's assets other than those covered under or permitted by the Transaction Documents; and

(n) Any other representations and warranties as may be advised by the PA/JLAs and/or Solicitors and to be mutually agreed by the Issuer.

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

- (25) Events of defaults or enforcement events, where applicable, including recourse available to investors
- Dissolution events (“**Dissolution Events**”) customary for a programme of this nature, which shall include but not be limited to the following:
- (a) the Issuer fails to pay any principal, premium, profit or any other amount in respect of the Sukuk Wakalah and/or Sukuk Wakalah Programme when the same shall become due and payable in accordance with the Transaction Documents, or if so payable, on demand;
 - (b) there has been a breach by the Issuer or the Issuer fails to observe or perform any of its obligation under the terms and conditions of the Sukuk Wakalah and/or any of the Transaction Documents to which it is a party or under any undertaking or any other document relating to the issuance of the Sukuk Wakalah or arrangement entered into in connection therewith (other than an obligation of the type referred to in (a) above), or, in the case of a failure which in the opinion of the Sukuk Trustee is capable of being remedied, the Issuer does not remedy such failure within a period of thirty (30) days after the Issuer became aware of the failure or having being notified by the Sukuk Trustee of the failure, whichever is earlier;
 - (c) (i) any indebtedness for borrowed money or financing obtained by the Issuer and/or the Material Subsidiaries is not paid when due; or (ii) any indebtedness for borrowed money or financing obtained by the Issuer and/or the Material Subsidiaries becomes due and payable or capable of being declared due and payable prior to its stated maturity; or (iii) any Security Interest created to secure any indebtedness of the Issuer and/or the Material Subsidiaries becomes enforceable; or (iv) any guarantee or similar obligations of the Issuer and/or the Material Subsidiaries is not discharged at maturity or when called;
 - (d) any representations and warranties made or given or deemed made or given by the Issuer under the Sukuk Wakalah Programme and/or any of the Transaction Documents or any certificate or document or statement furnished at any time pursuant to the terms of any Transaction Document, proves to have been incorrect or misleading in any material respect on or as at the date made or given or deemed made or given or if repeated at any time with reference to the facts and circumstances subsisting at such time, would not be correct or would be misleading;
 - (e) any consent, authorisation, approval or declaration of any governmental or public bodies or authorities required by the Issuer to authorise or required by the Issuer in connection with the execution, issue, delivery, validity, legality, enforceability or admissibility in evidence of any of the Transaction Documents or the performance by the Issuer of its obligations under any of the Transaction Documents as the case may be, is not approved or is revoked or expired and is not renewed or otherwise ceases to be in full force and effect and such non-approval, revocation, expiration, or non-renewal continues for thirty (30) days or more from the date the Issuer has been notified in writing by the Sukuk Trustee of such failure, unless in respect of the foregoing, such non-approval, revocation, expiration, or non-renewal will not have a Material Adverse Effect;
 - (f) the Issuer and/or Material Subsidiaries makes or enters into a general assignment or arrangement including any scheme of arrangement or any other corporate rescue mechanism under the Companies Act 2016 or composition with or for the benefit of its creditors, or a moratorium is declared on any of its indebtedness (other than for the purposes of and followed by any reconstruction previously approved in writing by the Sukuk Trustee (upon the instruction of the

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

Sukukholders by way of an extraordinary resolution), unless during or following such reconstruction the Issuer and/or Material Subsidiaries becomes or is declared to be insolvent), or any creditors' scheme of arrangement is instituted with respect to the Issuer and/or Material Subsidiaries;

(g) A receiver, receiver and manager, judicial manager or similar officer takes possession of or is appointed in respect of any part of the business or assets of the Issuer and/or Material Subsidiaries, or distress, legal process, sequestration or any form of execution is levied or enforced or sued out against the Issuer and/or Material Subsidiaries which may have a Material Adverse Effect and no proceedings are initiated in court by the Issuer and/or Material Subsidiaries 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;

"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.

(h) (i) any step or action is taken for the dissolution of the Issuer or the winding-up, administration, dissolution or liquidation of the Material Subsidiaries (including, without limitation, the presentation of a petition for the winding-up, administration, dissolution or liquidation of the Material Subsidiaries) other than such petition which is frivolous or vexatious in nature and is discharged, stayed or dismissed within thirty (30) days from the date of commencement of such petition or (ii) a decision to dissolve the Issuer has been made by the Johor State or winding-up order has been made against the Issuer or Material Subsidiaries or a resolution for the winding-up, dissolution or liquidation of the Issuer or Material Subsidiaries has been passed;

(i) there is a revocation, withholding, invalidation or modification of a license, authorisation, consent or approval that impairs or prejudices the Issuer's ability to comply with the terms and conditions of the Sukuk Wakalah, or the provisions of the Transaction Documents or any other document relating to the issuance of the Sukuk Wakalah which in the reasonable opinion of the Sukuk Trustee may have a Material Adverse Effect;

(j) at any time it is illegal or unlawful for the Issuer to perform any of its obligations under the Transaction Documents to which it is a party or any of the provisions of the Transaction Documents is or becomes for any reason illegal, void, voidable or unenforceable;

(k) the Issuer and/or the Material Subsidiaries changes or threatens to change the nature or scope of its present business or suspends or ceases or threatens to suspend or cease to carry on any substantial part of its present business operations which it now conducts which in the opinion of the Sukuk Trustee and/or the Security Trustee may have a Material Adverse Effect;

(l) all or any part of the business, properties, assets, undertakings, rights or revenue of the Issuer and/or the Material Subsidiaries are condemned, seized, compulsorily acquired, expropriated or nationalised by the government or any person acting under the agency, authority of the governmental body which in the opinion of the Sukuk Trustee may have a Material Adverse Effect; and

(m) such other events of default as may be advised by the PA/JLAs and/or

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

Solicitors and to be mutually agreed by the Issuer.

Upon the occurrence of a Dissolution Event, the Sukuk Trustee may, or shall (upon the instruction of the Sukukholders by way of an extraordinary resolution), declare (by giving written notice to the Issuer) that a Dissolution Event has occurred and all sums payable by the Issuer under the outstanding Sukuk Wakalah shall become immediately due and payable in full.

The Sukuk Trustee shall exercise its rights under the Transaction Documents, including requiring:

(1) the Obligor to purchase the Sukukholders' interest in the Shariah-compliant Business at the Exercise Price and to enter into a sale agreement for such purchase; and

(2) the Issuer (in its capacity as the Purchaser) to pay the outstanding amounts of the Deferred Sale Price (subject to Ibra', if any),

and the Sukuk Trustee (for and on behalf of the Sukukholders) shall use the aggregate proceeds thereof made up of the Exercise Price, the Deferred Sale Price (subject to Ibra', if any) and any returns generated from the Wakalah Portfolio to redeem the Sukuk Wakalah in accordance with the terms of the Transaction Documents. Upon full payment of all amounts due and payable under the relevant Sukuk Wakalah, the relevant trust in respect of the Trust Assets will be dissolved and the relevant Sukuk Wakalah held by the Sukukholders will be cancelled.

(26) Governing laws : Laws of Malaysia.

(27) Provisions on buy-back, if applicable : The Issuer or its subsidiaries or agent(s) of the Issuer, related corporations of the Issuer or any Interested Person may at any time purchase the Sukuk Wakalah at any price in the open market or by private treaty. The Sukuk Wakalah purchased by the Issuer or its subsidiaries or agent(s) of the Issuer shall be cancelled and cannot be resold. The Sukuk Wakalah purchased by related corporations of the Issuer (other than its subsidiaries) or any Interested Person need not be cancelled but will not entitle them to vote at any meetings of the Sukukholders and shall not form part of the quorum of any meetings of the Sukukholders.

(28) Provisions on early redemption, if applicable : No provision on early redemption

(29) Voting : Voting on all matters by the Sukukholders, which require the Sukukholders' consent, under the Sukuk Wakalah Programme shall be carried out on a collective basis.

Any Sukuk Wakalah held by the related corporations of the Issuer or any Interested Person of the Issuer shall not be counted for the purpose of voting.

(30) Permitted investments, if : No permitted investments

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

applicable

(31) Ta'widh (for ringgit-denominated sukuk) : In the event the Wakeel breaches its fiduciary duty as an investment manager due to its failure to distribute any realised Periodic Distribution and/or the Obligor delays in the payment of any amounts due and payable to the Sukukholders under the sale agreement pursuant to exercise of the Purchase Undertaking and/or the Purchaser delays in the payment of the Deferred Sale Price, the Wakeel and/or the Obligor/Purchaser shall pay to the Sukuk Trustee (acting on behalf of the Sukukholders) Ta'widh (compensation) on such delay in payments at the rate and in the manner prescribed by the SC's SAC from time to time.

(32) Ibra' (for ringgit-denominated sukuk) : An Ibra', where applicable, shall be granted by the Sukukholders. The Sukukholders in subscribing to or purchasing the Sukuk Wakalah consent to grant an Ibra' on the Deferred Sale Price upon the declaration of a Dissolution Event.

Ibra' refers to an act of releasing absolutely or conditionally the Sukukholders' rights and claims on any obligation against the Issuer which would result in the latter being discharged of its obligations or liabilities towards the former. The release may be either partially or in full. With respect to the Murabahah contract, Ibra' refers to the release of rights on debts/amount due and payable under the said contract.

The Ibra' for redemption upon the declaration of a Dissolution Event shall be calculated as follows:

(a) in the case of Sukuk Wakalah without Periodic Distribution and issued at a discount:

The Unearned Discounted Amount (as defined herein).

(b) in the case of Sukuk Wakalah with Periodic Distribution and issued at a discount:

The aggregate of unearned Expected Periodic Distribution Amount and the Unearned Discounted Amount.

(c) in the case of Sukuk Wakalah with Periodic Distribution and issued at par:

The unearned Expected Periodic Distribution Amount.

(d) in the case of Sukuk Wakalah with Periodic Distribution and issued at a premium:

The unearned Expected Periodic Distribution Amount.

The Ibra' in relation to (a), (b), (c) and (d) above shall be calculated from the date of the declaration of a Dissolution Event up to the relevant Sukuk Wakalah's Maturity Date.

For the avoidance of doubt, Ibra' will be applicable to the Commodity Murabahah Investment portion of the Wakalah Portfolio i.e. the Deferred Sale Price, only and shall only be deemed granted upon receipt of the redemption amount of the Sukuk Wakalah. Any double counting shall be disregarded.

"Unearned Discounted Amount" means in the case of Sukuk Wakalah issued at a discount, the difference between the nominal value and the accreted value of the relevant Sukuk Wakalah being redeemed.

Johor Corporation (JCorp or the Issuer)

An Islamic medium term notes (Sukuk Wakalah) programme of up to RM3.5 billion in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme)

Principal Terms and Conditions

(33) Kafalah (for ringgit-denominated sukuk) : Not applicable.

(34) Waivers from complying with Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework and other relevant guidelines of the SC obtained for the facility/programme, if any : None.