

Titijaya Land Berhad

Islamic commercial papers programme of up to RM300.0 million in nominal value under the Shariah principle of Murabahah (via Tawarruq arrangement) ("ICP Programme")

Principal Terms and Conditions

(A) CORPORATE INFORMATION OF ISSUER

- (1) Name : Titijaya Land Berhad
- (2) Address : Registered Address
Level 7, Menara Milenium, Jalan Damanlela
Pusat Bandar Damansara, Damansara Heights
50490 Kuala Lumpur
Wilayah Persekutuan
- Business Address
N-16-01, Penthouse
Level 16, First Subang
Jalan SS 15/4G
47500 Subang Jaya
Selangor
- (3) Date of incorporation: 9 July 2012
- (4) Place of incorporation : Malaysia
- (5) Business/Company : 1009114-M
Registration Number
(Old)
- (6) Business/Company : 201201024624
Registration Number
(New)
- (7) Residence status : Resident Controlled Company
- (8) Place of listing : Bursa Malaysia
- (9) Date of listing : 27 November 2013
- (10) Principal activities of : Investment holding

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Issuer

- (11) Issued and paid-up share capital : The issued and paid-up capital of the Issuer as at 30 June 2024 are as follows:

No. of Shares	Share Capital
1,338,448,689	790,018,838

- (12) Structure of shareholdings and names of shareholders or, in the case of a public company, names of all substantial shareholders : The shareholders and structure of shareholding of the Issuer as at 30 June 2024 are as follows:

Name	Direct		Indirect	
	No. of ordinary shares	In percentage (%) ^{*^}	No. of ordinary shares	In percentage (%) ^{*^}
Datuk Lim Poh Yit	66,101,628	4.95	789,196,774(a)	59.155
Lim Puay Fung	490,000	0.04	789,196,774(a)	59.155
Titijaya Group Sdn Bhd ("TGSB")	789,196,774	59.155	-	-

Notes:

(a) Deemed interested pursuant to Section 8(4) of the Companies Act 2016 ("Companies Act") by virtue of his/her substantial shareholdings in TGSB.

*Excluding a total of 4,321,400 ordinary shares bought-back by the Issuer and retained as treasury shares as at 30 June 2024.

^As at 30 June 2024, the Company had cancelled 92,478,600 units of its treasury shares at an average price of RM0.297. The ordinary shares purchased were being held as treasury shares in accordance with section 127(6) of the Companies Act.

- (13) Board of directors :

No.	Name
1	Datuk Seri TPr. Haji Mahadi Che Ngah
2	Datuk Lim Poh Yit
3	Lim Puay Fung
4	Dato' Faizal Bin Abdullah
5	Azura Binti Azman
6	Dato' P'ng Soo Hong

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7	Mohd Izhar Bin Moslim
8	Chin Kim Chung

Additional Notes:

The Board of Directors of the Issuer is as at 30 June 2024.

(14) Disclosure of the following :

- (i) If the Issuer or its board 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) : The Issuer and its board members have not 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 and no action has been initiated against the Issuer and its board members for breaches of the same, for the past ten years prior to the lodgement.
- (ii) If the Issuer has been subjected to any action by the stock exchange for any breach of the listing requirements or : The Issuer has not 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.

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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
1	Issuer	Titijaya Land Berhad
2	Principal Adviser	Alliance Islamic Bank Berhad
3	Lead Arranger	Alliance Islamic Bank Berhad
4	Solicitors	Messrs Adnan Sundra & Low
5	Sukuk Trustee	Pacific Trustees Berhad
6	Shariah Adviser	Alliance Islamic Bank Berhad
7	Credit Rating Agency	Malaysian Rating Corporation Berhad

(b) At the point of distribution

No.	Roles	Name of parties
1	Issuer	Titijaya Land Berhad
2	Other-Joint Lead Managers	Alliance Islamic Bank Berhad, Maybank Investment Bank Berhad and/or any other financial institution(s) to be appointed prior to each issuance of the ICP
3	Facility Agent	Alliance Islamic Bank Berhad

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4	Tender Panel Member	Such Tender Panel Members ("TPMs") (if required) to be appointed prior to the issuance of ICP issued pursuant to the relevant tranche(s) of ICP and whom an issue of or an offer or invitation to subscribe the ICP would fall within the Selling Restrictions.
5	Central Depository	Bank Negara Malaysia
6	Paying Agent	Bank Negara Malaysia

(c) After distribution

No.	Roles	Name of parties
1	Issuer	Titijaya Land Berhad
2	Principal Adviser	Alliance Islamic Bank Berhad
3	Shariah Adviser	Alliance Islamic Bank Berhad
4	Facility Agent	Alliance Islamic Bank Berhad
5	Sukuk Trustee	Pacific Trustees Berhad
6	Central Depository	Bank Negara Malaysia
7	Paying Agent	Bank Negara Malaysia
8	Credit Rating Agency	Malaysian Rating Corporation Berhad

(C) DETAILS OF FACILITY/PROGRAMME

(1) Name of facility : Islamic commercial papers programme of up to RM300.0 million in nominal value under the Shariah principle of Murabahah (via Tawarruq arrangement) ("ICP Programme")

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- (2) One-time issue or programme : Programme
- (3) Type of issuance(s) under this facility : Sukuk
- (4) ASEAN Sukuk :
- (5) Eligible SRI Projects :
- (6) Shariah principles (for sukuk) : 1. Murabahah (via Tawarruq arrangement)
- (7) Facility description (for ringgit-denominated sukuk, to provide description as cleared by the SC) : An ICP Programme for the issuance of Islamic commercial papers ("**ICP**").
The ICP shall be issued under the Shariah principle of Murabahah (via Tawarruq arrangement) which is one of the Shariah principles and concepts approved by the Securities Commission Malaysia ("**SC**")'s Shariah Advisory Council ("**SAC**").

Underlying Transaction

Murabahah (via Tawarruq arrangement)

(i) The Sukuk Trustee (on behalf of the holders of the ICP ("**Sukukholders**")) and Titijaya Land Berhad ("**Titijaya**" or the "**Issuer**") shall enter into a service agency agreement ("**Service Agency Agreement**"), pursuant to which the Issuer is appointed as the agent/wakeel of the Sukukholders (in such capacity, the "**Agent**") for the purchase and sale of certain Shariah-compliant commodities (the "**Commodities**"). The Agent will then enter into a sub-agency agreement ("**Sub-Agency Agreement**") to appoint the Facility Agent to act as the sub-agent for the purchase from the Commodity Supplier (as defined below) and the sale of the Commodities to the Purchaser (as defined below) (in such capacity, the "**Sub-Agent**").

(ii) Pursuant to a commodities murabahah master agreement ("**Commodities Murabahah Master Agreement**") to be entered into between the Issuer (in such capacity, the "**Purchaser**"), the Agent and the Sub-Agent, the Issuer (as Purchaser for itself) shall from time to time, issue a purchase order ("**Purchase Order**") to the Agent and the Sub-Agent to purchase the Commodities. In the Purchase Order, the Issuer (as Purchaser for itself) shall request the Agent and the Sub-Agent to purchase the Commodities and shall irrevocably and unconditionally undertake to purchase the Commodities from the Sukuk Trustee (acting on behalf of the Sukukholders) via the Sub-Agent at a price being the aggregate of (i) the Purchase Price (as defined below), and (ii) the profit margin of the relevant ICP, payable on a deferred payment basis ("**Deferred Sale Price**").

(iii) Based on the Purchase Order, the Sub-Agent via a commodity trading

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participant ("**CTP**") (pursuant to a CTP purchase agreement entered into between the Sub-Agent (acting on behalf of the Agent as agent of the Sukukholders) and the CTP) ("**CTP Purchase Agreement**"), the Sub-Agent will purchase on a spot basis the Commodities from a commodity supplier in the Bursa Suq Al-Sila' commodity market and/or such other independent commodity trading platforms acceptable to the Shariah Adviser ("**Commodity Supplier**") at a purchase price equivalent to the proceeds raised from the issuance of the relevant ICP ("**Purchase Price**"). The Purchase Price of the Commodities shall be in line with the asset pricing requirements of the Shariah Advisory Council ("**SAC**") of the Securities Commission Malaysia ("**SC**") as provided in the Guidelines on Islamic Capital Market Products and Services issued by the SC on 28 November 2022 and revised on 8 February 2024 (as amended from time to time) ("**Guidelines on ICMPS**").

(iv) Titijaya (as the Issuer) shall from time to time then issue the ICP to the Sukukholders whereby the proceeds thereof shall be used to pay for the Purchase Price of the Commodities. The ICP shall evidence, amongst others, the Sukukholders' ownership of the Commodities and all rights thereto (including all rights against the Issuer (as the Purchaser) under the Purchase Order which include the Sukukholders' entitlement to receive the Deferred Sale Price.

(v) Thereafter, pursuant to the undertaking under the Purchase Order, the Sub-Agent (acting on behalf of the Agent who in turn acts as agent/wakeel to the Sukukholders) shall sell the Commodities to the Issuer (acting as the Purchaser for itself) at the Deferred Sale Price under the commodities sale and purchase agreement ("**Sale and Purchase Agreement**"). Once the Commodities are sold to the Issuer (as the Purchaser), the ICP shall represent the Sukukholders' entitlement to receive the Deferred Sale Price.

(vi) Upon completion of such purchase, the Issuer (as the Purchaser for itself), pursuant to a CTP sale agreement entered into between the Purchaser and the CTP ("**CTP Sale Agreement**"), shall via the CTP sell the Commodities to Bursa Suq Al-Sila' and/or such other commodity trading platforms acceptable to the Shariah Adviser ("**Commodity Buyer**") on a spot basis for an amount equivalent to the Purchase Price.

(vii) The ICP shall be issued without periodic profit payments. During the tenure of the ICP, the Purchaser, as part of its obligation to pay the Deferred Sale Price, shall make a lump sum payment of the Deferred Sale Price to the Sukukholders. Each such payment shall pro tanto reduce the obligation of the Issuer (as the Purchaser) to pay the Deferred Sale Price payable for the purchase of the Commodities from the Sub-Agent (acting on behalf of the Agent who in turn acts as agent/wakeel to the Sukukholders).

On the occurrence of the following, whichever is earlier:

(a) respective maturity date(s) of the relevant ICP; or

(b) upon declaration of an Event of Default (as defined in the section entitled "*Events of default or enforcement events, where applicable, including recourse available to investors*"); or

(c) the early redemption of the relevant ICP (as defined in the section entitled

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"Provisions on early redemption, if applicable"),

all amounts then outstanding on the Deferred Sale Price, subject to Ibra' (where applicable) (as defined in the section entitled "Ibra' (for ringgit-denominated sukuk)"), shall be paid by the Issuer (as the Purchaser) to the Sukukholders as final settlement of the same for the redemption of the relevant ICP whereupon the redeemed ICP shall be cancelled.

- (8) Currency : Ringgit
- (9) Expected facility/
programme size : Up to MYR 300,000,000.00
- (10) Option to upsize (for : No
programme)
- (11) Tenure of facility/
programme : 7 year(s)
- (12) Availability period of : The ICP Programme is available for issuance upon completion of the Transaction
debt/ sukuk programme Documents (as defined in the section entitled "*Other terms and conditions – Transaction Documents*") and fulfilment of all relevant condition precedents to the satisfaction of the Lead Arranger (unless otherwise waived by the Lead Arranger) up to the expiry of the ICP Programme provided that each ICP shall mature on or prior to the expiry of the ICP Programme.
- The first issuance of the ICP shall be made within ninety (90) business days from the date of lodgement with the SC pursuant to the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework issued by the SC on 9 March 2015, effective on 15 June 2015 and revised on 5 February 2024 (as may be further amended, revised and/or substituted from time to time) ("**Guidelines on LOLA Framework**") or such other date as may be specified by the SC from time to time.
- (13) Clearing and : Bank Negara Malaysia.
settlement platform
- (14) Mode of issue : Private/direct placement
 Bought deal
 Tender
- (15) Selling restrictions : (i) At issuance:
 Read together with Schedule 9 of the CMSA

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- Schedule 5, Part I, 1(b) of the CMSA (consideration not less than RM250,000 or equivalent in foreign currencies for each transaction)
- Sophisticated investors as set out in Guidelines on Categories of Sophisticated Investors [Prior to 5 February 2024, this was Part I of Schedule 6 of the Capital Markets & Services Act, 2007 (CMSA)]
- Sophisticated investors as set out in Guidelines on Categories of Sophisticated Investors [Prior to 5 February 2024, this was Part I of Schedule 7 of the CMSA]
- Other-Please refer to the Additional Notes below.

(ii) After issuance:

- Read together with Schedule 9 of the CMSA
- Schedule 5, Part I, 1(b) of the CMSA (consideration not less than RM250,000 or equivalent in foreign currencies for each transaction)
- Sophisticated investors as set out in Guidelines on Categories of Sophisticated Investors [Prior to 5 February 2024, this was Part I of Schedule 6 of the CMSA]
- Other-Please refer to the Additional Notes below.

Additional Notes:

Selling Restrictions at Issuance

At issuance, the ICP may only be offered, sold, transferred or otherwise disposed of, directly or indirectly, to a person to whom an offer for subscription or purchase of, or invitation to subscribe for or purchase the ICP and to whom the ICP are issued would fall within paragraph 1(a), (b) or (d) of Part I of Schedule 5; and Schedule 6 and Schedule 7 of the Capital Markets and Services Act 2007 (as amended from time to time) ("**CMSA**"), read together with Schedule 9 (or Section 257(3)) of the CMSA, subject to any change in the applicable laws, order, regulation, guidelines or official directive from time to time.

Selling Restrictions after Issuance

After issuance, the ICP may only be offered, sold, transferred or otherwise disposed of, directly or indirectly, to a person to whom an offer for subscription or purchase of, or invitation to subscribe for or purchase the ICP would fall within paragraph 1(a), (b) or (d) of Part I of Schedule 5; and Schedule 6 (or Section 229(1)(b)) of the CMSA, read together with Schedule 9 (or Section 257(3)) of the CMSA, subject to any change in the applicable laws, order, regulation, guidelines or official directive from time to time.

(16) Tradability and transferability :

Size in Ringgit which are tradable and transferable:
MYR 300,000,000.00

Size in Ringgit which are non-tradable and non-transferable:
Not applicable

Size in Ringgit which are restricted transferability:
Not applicable

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

Positive covenants shall include but not limited to the following:

(i) The Issuer shall at all times perform all its obligations and promptly comply with all provisions of the Transaction Documents and the terms and conditions of the ICP (including but not limited to redemption of the ICP on the relevant maturity dates or any other dates on which the ICP are due and payable) and immediately notify the Sukuk Trustee in the event that they are unable to fulfil or comply with any of the provisions of Transaction Documents and the terms and conditions of the ICP;

(ii) The Issuer shall and shall cause its subsidiaries to prepare their financial statements on a basis consistently applied in accordance with the laws of Malaysia and generally accepted accounting principles and standards in Malaysia;

(iii) The Issuer shall and shall cause its subsidiaries to keep proper books and accounts at all times and to provide the Sukuk Trustee and any person appointed by it (including but not limited to auditors) access to such books and accounts to the extent permitted by law;

(iv) The Issuer shall and shall cause its subsidiaries to comply at all times with any and all requirements and rules, regulations and guidelines as may be issued and/or imposed by the SC and BNM, from time to time and the applicable provisions of

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the CMSA;

(v) The Issuer shall and shall cause its subsidiaries at all times to maintain their corporate legal existence and exercise reasonable due diligence in carrying out their respective business and affairs in a proper and efficient manner and in accordance with sound financial and commercial standards and practices at all times and will ensure, amongst others, that all necessary approvals and relevant licences required for them to carry on their business are obtained and maintained other than where the failure to obtain such licences or approvals, would not have a Material Adverse Effect (as defined below);

(vi) The Issuer shall execute all such further documents and do all such further acts as may be required to give effect to the terms and conditions of the Transaction Documents;

(vii) The Issuer shall at all times maintain a paying agent with a specified office in Malaysia;

(viii) The Issuer shall procure that the Facility Agent to notify the Sukuk Trustee, in the event that the paying agent does not receive any monies payable in respect of the ICP from the Issuer on the due dates and in the manner as required under the Trust Deed and the terms and conditions of the Transaction Documents;

(ix) The Issuer shall ensure that the provisions of the Information Memorandum do not contain any matter which is inconsistent with the provisions of the Trust Deed and the Transaction Documents;

(x) The Issuer shall cause advances made or to be made hereafter by their respective shareholders and/or their related corporation to be subordinated to the ICP Programme at all times and no repayment and/or prepayment of such advances shall be made so long as the ICP remain outstanding unless such prepayment and/or repayment are for the redemption of any outstanding ICP;

(xi) The Issuer shall ensure that Tan Sri Dato' Lim Soon Peng, Dato' Lim Poh Yit and Lim Puay Fung shall collectively own directly or indirectly not less than fifty percent (50%) of the total issued and paid-up capital of the Issuer throughout the tenure of the ICP Programme;

(xii) The Issuer shall and shall cause its subsidiaries to pay and discharge all taxes imposed upon it or its assets within the time period allowed without incurring penalties save to the extent that (i) payment is being contested in good faith, and for which adequate reserves are being maintained for those taxes; and (ii) payment can be lawfully withheld;

(xiii) The Issuer shall open and maintain the Sukuk Trustee's Reimbursement Account throughout the tenure of the ICP Programme;

(xiv) The Issuer shall cause its subsidiaries to make distribution of dividends or any other form of income or capital distribution to the Issuer unless such subsidiary is restricted to make such distribution under any of its existing agreements provided that such restriction has been disclosed prior to the date of the Transaction Documents; and

(xv) The Issuer shall ensure full compliance with the Main market Listing

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Requirements of Bursa Malaysia Securities Berhad, as amended from time to time ("**Listing Requirements**").

(xvi) Such other positive covenants deemed necessary or as may be advised by the Solicitors, including but not limited to the positive covenants which are required in order to comply with the Guidelines on Trust Deeds (first issued on 12 July 2011, revised on 23 July 2020 and effective on 23 August 2020) (as amended from time to time) ("**Guidelines on Trust Deeds**") and/or such other rules, regulations, guidelines guidance notes or directives as may be issued by the SC from time to time.

Negative covenants

Negative covenants shall include but not limited to the following, whereby for so long as any of the ICPs shall remain outstanding, and without the prior written consent of the Sukuk Trustee acting on behalf of the Sukukholders:

(i) The Issuer shall not reduce or alter, except increase its issued and paid-up capital whether by varying the amount, structure or value thereof or the rights attached thereto or convert any of its share capital into stock, or by consolidation, dividing or sub-dividing all or any of its shares. For the avoidance of doubt, this covenant shall not restrict the Issuer from dividing or sub-dividing all or any of its shares provided that its paid-up share capital is not reduced, pursuant to such dividing or sub-dividing of its shares;

(ii) The Issuer shall not consolidate or amalgamate with or merge with any other person or into another entity or sell all or transfer all or substantially all its assets to another entity;

(iii) The Issuer shall not enter into any de-merger, reconstruction or winding up unless the successor person or entity expressly assumes the Issuer's obligations under the Transaction Documents and after giving effect to such transaction, no Event of Default has occurred or is continuing or would occur;

(iv) The Issuer shall not cause itself to take steps to be voluntarily wound up or to dissolve itself and/or its respective affairs;

(v) The Issuer shall not do or permit to occur or omit to do any act or omission, or execute or omit to execute any document which may render any of the Transaction Documents to be illegal, void, voidable or unenforceable;

(vi) The Issuer shall not use and shall ensure or cause the proceeds derived from the issuance of the ICP hereunder not to be used except for the purposes set out in the Transaction Documents and the Information Memorandum;

(vii) The Issuer shall not add, delete, amend, vary, supplement or substitute its Constitution in a manner which may be materially prejudicial to the interest of the Sukukholders;

(viii) The Issuer shall not surrender, transfer, assign, relinquish or otherwise dispose any of its rights and interest under the Transaction Documents (except as permitted or required under the Transaction Documents);

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(ix) In the event the Listing Requirements are no longer applicable to the Issuer, the Issuer shall not enter into any transaction, whether directly or indirectly, with any interested person (as defined in the Guidelines of Trust Deeds) (the "**Interested Persons of Issuer**") unless:

(a) 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 Persons of Issuer; and

(b) with respect to transactions involving an aggregate payment or value equal to or greater than Ringgit Malaysia Three Million (RM3,000,000.00), the Issuer obtains certification from an independent adviser that the transaction is carried out on fair and reasonable terms,

provided that:

(1) the Issuer certifies to the Sukuk Trustee that the transaction complies with paragraph (a) above; and

(2) where applicable, the Issuer has received and furnished to the Sukuk Trustee the certification referred to in paragraph (b) above; and

(3) the transaction has been approved by the Issuer's board of directors or shareholders in accordance with the Constitution of the Issuer (as the case may require);

(x) Save for transactions which have been entered into prior to the date of the Trust Deed and disclosed to the Sukuk Trustee, the Issuer shall not enter into any transaction, whether directly or indirectly, with its related corporation unless such transaction shall be:

(a) in the ordinary course of its business;

(b) on an arms-length basis; and

(c) will not have a Material Adverse Effect,

"Material Adverse Effect" shall mean the occurrence of any event which materially and adversely affects (i) the ability of the Issuer to perform any of its obligations under any of the Transaction Documents; or (ii) the business or condition (financial or otherwise) or the operating results of the Issuer or its subsidiaries; or (iii) the validity or enforceability of the Transaction Documents or the rights of remedies of any Sukukholders under the Transaction Documents.

(xi) The Issuer shall not sell, transfer, lease or otherwise dispose of or in any case cease to exercise control over any of its undertaking, business or assets (whether by a single transaction or by a number of transactions whether related or not) or permit a set-off (other than by operation of law) or combination of accounts (in respect of its book debts) in excess of ten per centum (10%) of its consolidated net tangible assets in any financial year unless such sale, transfer, lease, disposal, exercise or transactions which:

(a) for the purpose of facilitating Shariah concepts used in Islamic financing facilities granted to the Issuer;

(b) does not result in a downgrade or negative rating watch of the rating of the ICP Programme based on the rating immediately prior to the date of announcement of

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such sale, transfer, lease, disposal, exercise or transactions; or

(c) in the ordinary course of business and on commercial terms and on the basis of arm's length transaction and will not result in a Material Adverse Effect;

(xii) Save and except in its normal course of business and on arm's length basis, the Issuer shall not enter into any partnership, profit-sharing or royalty agreement or other arrangement of whatsoever nature whereby its income or profits are, or might be, shared with any other person, firm or company or enter into any management contract or similar arrangement of whatsoever nature whereby its businesses or operations are managed by any other person, firm or company;

(xiii) The Issuer shall not create or permit to exist any encumbrance, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind including, without limitation, title transfer and/or retention arrangements having a similar effect or any agreement to create any of the foregoing;

(xiv) The Issuer shall not lend any money to any party other than:

(a) to its directors, officers or employees as part of the terms of employment and on ordinary commercial terms of employment;

(b) any financing/loan, credit or advance to any member of the Titijaya Group (as defined below);

(c) any financing/loan, credit or advance extended by the Issuer on normal commercial terms and in the ordinary course of its trading activities/operations;

(d) any existing financing/loan, credit or advance disclosed in writing to the Lead Arranger;

(e) as otherwise permitted under the Transaction Documents;

(xv) The Issuer shall not declare or pay any dividends or make any distribution, whether income or capital in nature, to its shareholders unless the following conditions are met:

(a) all the Issuer's obligations in relation to the ICP are complied with;

(b) the requirements with respect to the Financial Covenant (as set out below) have been met and will be met after such payment or distribution; and

(c) no Event of Default or potential Event of Default has occurred and is continuing or no Event or Default or potential Event of Default will occur as a result of such payment or distribution; and

(xvi) Such other negative covenants deemed necessary or as may be advised by the Solicitors, including but not limited to the negative covenants which are required in order to comply with the Guidelines on Trust Deeds and/or such other rules, regulations, guidelines, guidance notes or directives as may be issued by the SC from time to time.

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For the avoidance of doubt, no prior written consent is required to be sought from the Sukuk Trustee in the event where there are no outstanding ICPs under the ICP Programme.

Financial Covenants

Net Financing to Equity ratio

The Issuer shall maintain a Net Financing to Equity ratio of not more than 1.50 times ("**Net F/E Ratio**") at all times as long as the ICP remain outstanding.

"**Net Financing**" means the consolidated indebtedness of Titijaya and its subsidiaries ("**Titijaya Group**") represented by:

- (a) All amounts outstanding under the ICP; and
- (b) All other outstanding indebtedness for borrowed monies, hire purchase obligations and finance lease obligations. For the avoidance of doubt, all operating lease obligations are excluded,

less cash and cash equivalent including but not limited to any other cash balances which has been pledged as security for such other outstanding indebtedness.

"**Equity**" means the consolidated shareholders' funds, including any subordinated shareholders' advances and loans, minority interest, hybrid capital classified as equity for accounting purpose and retained earnings or losses.

The computation of the Net F/E Ratio shall be made by the Issuer based on its latest annual audited consolidated financial statements, prepared on a basis consistently applied in accordance with the approved accounting principles and standards in Malaysia.

Information Covenant

The information covenants shall include but not limited to the following:

(i) The Issuer shall deliver to the Sukuk Trustee:

- (a) a copy of its annual audited financial statements within one hundred and eighty (180) days after the end of its financial year;
- (b) a copy of its unaudited half yearly consolidated financial statements within ninety (90) days after the end of its first half financial year;
- (c) any other accounts, balance sheet, report, notice, statement, circular or other documents issued by the Issuer to its shareholders the contents whereof would materially and adversely affect the interest of the Sukukholders;

(ii) The Issuer shall no later than one hundred and eighty (180) days after the end of each financial year, deliver to the Sukuk Trustee a certificate signed by an authorised signatory of the Issuer, certifying that the Issuer has complied with and performed its obligations under the terms and conditions of the ICP and Transaction Documents and that there did not exist or there had not at any time existed, from the issue date of the ICP or the date of the previous certificate, as the case may be, any Event of Default and if such is not the case, the certificate should

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specify the same;

(iii) Together with the certificate delivered pursuant to section (ii) above, the Issuer shall deliver to the Sukuk Trustee a certificate signed by an authorised signatory of the Issuer, stating that it complies with the Financial Covenants which shall amongst other things, set out (in reasonable details) the computations as to compliance with such financial covenants;

(iv) The Issuer shall promptly provide to the Sukuk Trustee any information relating to its affairs to the extent permitted by law or as stipulated in the Trust Deed, as the case may be, as the Sukuk Trustee may from time to time require in order to discharge its duties and obligations as Sukuk Trustee under the Transaction Documents;

(v) The Issuer shall promptly notify the Sukuk Trustee in writing, any litigation, arbitration or other proceedings of any nature whatsoever being threatened or initiated against the Issuer before any court, arbitration centre, tribunal or administrative agency which would or is likely to have a Material Adverse Effect;

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

(a) the occurrence of any Event of Default or such other event which, if not remedied, with the lapse of time may constitute an Event of Default, upon which, the Issuer shall take reasonable steps and/or such other steps as may be reasonably requested by the Sukuk Trustee to remedy and/or mitigate the Event of Default;

(b) any circumstance that has occurred or any other matter that may materially prejudice the ability of the Issuer to perform its obligations under the Transaction Documents or in respect of the ICP;

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

(d) any change to the Issuer's shareholdings and/or controlling shareholder(s) within seven (7) days of occurrence of such changes;

(e) any change in the utilisation of the proceeds from the ICP other than as set out in the Information Memorandum or any of the Transaction Documents;

(f) any amount payable under the ICP to become immediately payable or the ICP becomes immediately enforceable;

(g) any event that gives rise to any right or remedy under the terms, provisions or covenants of the Transaction Documents to become immediately enforceable;

(h) any change in the withholding tax position or tax jurisdiction; and

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

(vii) Such other information covenants deemed necessary or as may be advised by the Solicitors, including but not limited to the information covenants which are required in order to comply with the Guidelines on Trust Deeds and/or such other rules, regulations, guidelines, guidance notes or directives as may be issued by the

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SC from time to time.

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

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

No.	Long Term/Short Term	Rated/Unrated	Credit rating agency	Credit rating	Final/indicative rating	Name of Issuance/Tranche/Series/ Class	Amount
1	Short Term	Rated	Malaysian Rating Corporation Bhd (MARC)	MARC-1 IS	Indicative rating	ICP	MYR 300,000,000.00

(26) Conditions precedent : **The conditions precedent for the establishment of the ICP Programme:**

A. Main Documentation

The relevant Transaction Documents have been duly executed and, where applicable, stamped or duly endorsed as exempted from stamp duty, as the case may be, and where relevant, presented for registration with the relevant registries.

B. The Issuer

Receipt of the following documents by the Lead Arranger:

- (i) Certified true copies of the Certificate of Incorporation, and the Constitution of the Issuer (if any);
- (ii) Certified true copies of the latest Return of Allotment of Shares, and the latest Notification of Change in the Registered Address and Notification of Change in the Register of Directors, Managers and Secretaries (as prescribed under the Companies Act 2016) of the Issuer or if such forms are not available under the Companies Act 2016, the equivalent forms required to be filed with the Companies Commission of Malaysia ("**CCM**") under the Companies Act 1965);
- (iii) A certified true copy of the board resolution of the Issuer authorising, among others, the execution of the Transaction Documents which the Issuer is a party;
- (iv) A list of the Issuer's authorised signatories and their respective specimen signatures;
- (v) A report of the relevant company search of the Issuer conducted at the CCM;

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and

(vi) A report of the relevant winding up search conducted on the Issuer conducted at the Malaysia Department of Insolvency or the relevant statutory declaration in relation thereto.

C. General

(i) Evidence that the requirements relating to the lodgement of the documents and information relating to the ICP Programme in accordance with the Guidelines on LOLA Framework issued by the SC have been complied with;

(ii) Evidence that the ICP Programme has been endorsed by the Shariah Advisory Council of the SC;

(iii) The Lead Arranger shall have received from the Solicitors a legal opinion addressed to it confirming among others, the legality, validity and enforceability of the Transaction Documents and confirmation that all the conditions precedent (unless otherwise waived by the Lead Arranger) have been fulfilled;

(iv) Evidence that the Sukuk Trustee's Reimbursement Account has been established and the deposit of a sum of RM100,000.00 has been made, or arrangements have been made for the deposit to be made;

(v) Confirmation from the Shariah Adviser that the structure and mechanism of the ICP Programme and the Transaction Documents are in compliance with Shariah principles;

(vi) Receipt of the legal due diligence report satisfactory to the Principal Adviser / Lead Arranger;

(vii) Delivery by the Issuer of documentary evidence that the ICP Programme has received a final rating of MARC-1 IS by Malaysian Rating Corporation Berhad;

(viii) Evidence that all governmental, regulatory and other third party (if any) consents required for the execution of the Transaction Documents shall have been obtained, if applicable;

(ix) Evidence that arrangements have been made for the payment of all transaction fees, costs and expenses in connection with the establishment of the ICP Programme; and

(x) Such other conditions precedent as may be advised by the Solicitors.

(27) Representations and warranties

The representations and warranties shall include, but not limited to the following:

(i) The Issuer is duly established and validly in existence and have the power and authority to carry out their business;

(ii) The Issuer has the power to enter into the Transaction Documents and exercise their rights to perform its obligations under the Transaction Documents;

(iii) The Issuer's entry into and the exercise of their rights and obligations under the Transaction Documents does not violate any existing law or regulation, their

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respective Constitution or contravene or constitute a default under any provision contained in any agreement applicable to them;

(iv) The Issuer has all licenses, franchises, permits, authorisations, approvals, orders and other concessions of and from all governmental and regulatory officials and bodies that are necessary to own or lease their properties and conduct their business, other than where the failure to obtain such licenses, franchises, permits, authorisations, approvals, orders and other concessions would not have Material Adverse Effect;

(v) The Transaction Documents are or will, when executed, be valid, binding and enforceable, and save as provided under the Transaction Documents, no registration, recording, filing or notarisation of the Transaction Documents and no payment of any duty or tax and no other action whatsoever is necessary or desirable to ensure the validity or enforceability in Malaysia of the liabilities and obligations of the Issuer or the rights of the Sukuk Trustee under the Transaction Documents in accordance with their terms or to ensure the admissibility in evidence in Malaysia of the Transaction Documents;

(vi) To the best of the Issuer's knowledge and belief as at the date of the Transaction Documents, there is no change of relevant law and no related governmental action has occurred which would make it materially improbable for the Issuer to perform its covenants and obligations under the Transaction Documents;

(vii) All necessary actions, authorisations and consents required under the Transaction Documents and the ICP Programme have been obtained and remain in full force and effect;

(viii) The audited accounts of the Issuer are prepared in accordance with generally accepted accounting principles and standards and represent true and fair view of the results of its operations for each respective year and the state of affairs at that date, and in particular disclose all material liabilities (actual or contingent) of the Issuer;

(ix) No event has occurred which would constitute an Event of Default under the ICP or with the giving of notice or the lapse of time or other condition would constitute an Event of Default as the case may be;

(x) There is no litigation, arbitration, winding up or administrative proceeding or any other proceeding or claim, which by itself or together with other such proceedings or claims will have or would likely to have a Material Adverse Effect, is presently in progress involving the Issuer;

(xi) There is no arrangement, composition or compromise entered into with or for the benefit of the Issuer's creditors or any class of them;

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

(xiii) All information furnished or to be furnished by the Issuer in connection with the ICP Programme, the Information Memorandum and the Transaction Documents and the transactions contemplated respectively are true in all material respects and

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do not contain any statement or information that is false or misleading and there is no material omission in respect thereof, and all expressions or expectation, intention, belief and opinion contained therein were honestly made on reasonable grounds after due and careful enquiry by the Issuer, and the Issuer has fully disclosed to the Principal Adviser and/or the Solicitors all facts relating to the Issuer that the Issuer knows or should reasonably know and that are material for disclosure to the Principal Adviser and/or the Solicitors in the context of the Transaction Documents and the ICP Programme;

(xiv) The Issuer is in compliance and will comply with any applicable laws and regulations; and

(xv) Any other representations and warranties as may be advised by the Solicitors.

(28) Events of defaults or : enforcement events, where applicable, including recourse available to investors

The events of default (each an "**Event of Default**") include but not limited to the following:

(i) the Issuer defaults in payment of any amount due under the ICP when such payment is due and payable and the Issuer does not remedy such default within a period of seven (7) business days from the date on which the payment is due and payable;

(ii) an order is made for the winding-up of the Issuer and such order is not stayed or set aside within sixty (60) days of such order being made or, where so stayed, such stay lapses, or an effective resolution is passed for the winding-up of the Issuer except where such order is made or such resolution is passed for the purpose of a reconstruction or amalgamation the terms of which have been approved by the Sukukholders by way of special resolution;

(iii) a scheme of arrangement under Section 366 of the Companies Act 2016 has been instituted against the Issuer;

(iv) where the Issuer is deemed unable to pay any of its debt pursuant to Section 466 of the Companies Act 2016;

(v) where the Issuer fails to satisfy any judgement passed against it by any court of competent jurisdiction and no appeal against such judgement or an 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 such failure will in the opinion of the Sukuk Trustee causes a Material Adverse Effect;

(vi) an encumbrancer takes possession of, or a receiver has been appointed over the whole or a substantial part of the assets of the Issuer;

(vii) there has been a breach by the Issuer of any obligation under the Transaction Documents which may materially and adversely affect its ability to perform its obligations under the Transaction Documents, or a failure to observe or a failure to perform by the Issuer of any obligation under the Transaction Documents, and if in the opinion of the Sukuk Trustee is capable of being remedied, the Issuer does not remedy the breach within a period of fourteen (14) business days after the Issuer became aware or having been notified by the Sukuk Trustee of the failure;

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(viii) any other indebtedness of the Issuer becomes due or payable prior to its stated maturity or where the security created for any other indebtedness becomes enforceable;

(ix) any event which in the reasonable opinion of the Sukuk Trustee has or would likely to have a Material Adverse Effect occurs;

(x) where there is a revocation, withholding or modification of any license, authorisation, approval or consent which in the opinion of the Sukuk Trustee may have a Material Adverse Effect;

(xi) 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 in the opinion of the Sukuk Trustee has or would likely to have a Material Adverse Effect;

(xii) any representations and warranties made or given by the Issuer under the Transaction Documents proves to have been incorrect or misleading in any material respect on or as of the date made or given, and in the case of a failure which in the opinion of the Sukuk Trustee is capable of being remedied, the Issuer does not remedy the failure within a period of fourteen (14) business days after the Issuer became aware or having been notified by the Sukuk Trustee of the failure;

(xiii) the Issuer repudiates any of the Transaction Documents or the Issuer does or causes to be done or omits to do any act or thing evidencing an intention to repudiate any of the Transaction Documents;

(xiv) at any time any of the provisions of the Transaction Documents is or becomes illegal, void, voidable or unenforceable;

(xv) there has been a breach of any obligation under any of the Issuer's existing contractual obligations (other than those under the Transaction Documents) that may have a Material Adverse Effect and, if in the opinion of the Sukuk Trustee is capable of being remedied, the Issuer does not remedy the breach within a period of fourteen (14) business days after the Issuer became aware or having been notified by the Sukuk Trustee of the breach;

(xvi) the Issuer changes, ceases or suspends or threatens to change, cease or suspend the operation of a substantial part of its business operations which it now conducts and such change, cessation or suspension in the opinion of the Sukuk Trustee may have a Material Adverse Effect;

(xvii) the Issuer contravenes any law, regulation or court order which in the opinion of the Sukuk Trustee may have a Material Adverse Effect; or

(xviii) such other events of default deemed necessary or as may be advised by the Solicitors, including but not limited to the Event of Defaults which are required to comply with the Guidelines on Trust Deeds and/or such other rules, regulations, guidelines, guidance notes or directives as may be issued by the SC from time to time.

Upon the occurrence of an Event of Default, subject to the terms of the Trust Deed, the Sukuk Trustee may, or shall (if directed to do so by a special resolution of the

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Sukukholders) declare (by giving written notice to the Issuer) that the ICP together with all other sums payable under the ICP shall immediately become due and payable notwithstanding the stated maturity date. The Sukuk Trustee may, or shall (if directed to do so by a special resolution of the Sukukholders) take such proceedings against the Issuer as it may think fit to enforce its rights under the Transaction Documents.

For the avoidance of doubt, the occurrence of an Event of Default above for any tranche of the ICP will trigger the occurrence of an Event of Default for all other tranches of the outstanding ICPs.

(29) Governing laws : Laws of Malaysia.

(30) Provisions on buy-back, if applicable : The Issuer or its subsidiaries or its agent(s) may at any time purchase the ICP or any part thereof at any price in the open market or by private treaty, provided that such ICP purchased by the Issuer or its subsidiaries or its agent(s) shall be cancelled and cannot be resold.

Any of the ICP acquired in the open market or by private treaty by the Issuer's related corporations (other than the Issuer's subsidiaries) or Interested Persons of Issuer need not be cancelled but shall not entitle them to participate in the voting of any Sukukholders' resolution nor form part of the quorum of any meeting subject to any exceptions in the Guidelines on Trust Deeds.

(31) Provisions on early redemption, if applicable : Subject to approval of the Sukukholders by way of a special resolution, the Issuer may early redeem any tranche of the ICP in whole, but not in part, at the redemption amount to be mutually agreed between the Issuer and the Sukukholders of the relevant tranche of the ICP by way of a special resolution in accordance with the Transaction Documents.

(32) Voting : Subject to the provisions of the Trust Deed, voting by the Sukukholders shall be carried out on a collective basis. However, where any particular decision/consent affects a particular tranche, then only the Sukukholders for such tranche shall vote.

(33) Permitted investments, if applicable : No permitted investments

(34) Ta'widh (for ringgit-denominated sukuk) : In the event of delay in payments of the Deferred Sale Price under the ICP, the Issuer shall pay to the Sukukholder(s) Ta'widh (compensation) on such delayed payments at the rate and in the manner prescribed by the SAC of the SC from time to time.

For avoidance of doubt, any Ta'widh (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 as determined by their respective Shariah requirements (if any), which may include donation to any registered

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charitable organization or for any charitable purposes.

(35) Ibra' (for ringgit-denominated sukuk) : Ibra' refers to an act of releasing absolutely or conditionally one's rights and claims on any obligation against another party which would result in the latter being discharged of his/its obligations or liabilities towards the former. The release may be either partially or in full.

The Ibra' shall be subject to the requirements stipulated under the Guidelines on ICMPS.

For the avoidance of doubt, the Sukukholders in subscribing or purchasing the ICP consent to grant Ibra' (if any) if the ICP are redeemed before the maturity date pursuant to an early redemption or upon the declaration of an Event of Default.

In the case of declaration of an Event of Default, Ibra' shall be the unearned discounted amount due to the Sukukholders and calculated from the date of the declaration of an Event of Default up to the respective maturity dates of the ICP.

In the case of an early redemption, the Ibra' (if any) shall be at the discretion of the Sukukholders (to be determined by an extraordinary resolution) based on a formula to be mutually agreed in writing by both parties in the said extraordinary resolution.

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

(37) 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 : Not applicable.