

amounts as may be necessary and confirming that such amounts are to be utilised for the purposes set out in item (2)(m); and (b) a progress report issued by an independent contract adviser appointed by 1MDB and acceptable to all the Sukukholders. The requirement for (b) may be waived at the sole discretion of the relevant Sukukholders subscribing for the relevant issuance of the Sukuk Murabahah.

FSRA

The Issuer shall open and maintain the Shariah-compliant Disbursement Account with Amlslamic Bank Berhad. On the first issue date of the Sukuk Murabahah under the Sukuk Murabahah Programme, an initial deposit equivalent to the Minimum FSRA Balance will be made by the Issuer into the FSRA from the proceeds of the first issuance of the Sukuk Murabahah.

The Issuer shall ensure that a minimum balance equivalent to the next six (6) months Profit Payments of the aggregate outstanding Sukuk Murabahah ("**Minimum FSRA Balance**") is maintained at all times.

The Issuer may utilise the balance in the FSRA to meet its profit payment obligations. In the event that the Issuer utilises the balance in the FSRA, the Issuer shall top up the FSRA within thirty (30) days of such utilisation to comply with the Minimum FSRA Balance.

The FSRA shall be operated solely by the Security Agent.

Proceeds Account

The Issuer shall open and maintain the Shariah-compliant Proceeds Account with Amlslamic Bank Berhad and ensure that all amounts received by the Issuer pursuant to any insurance/Takaful claim, any dividends received

(2) years from the date of the SC's authorisation and no Sukuk Murabahah shall mature after the expiry of the Sukuk Murabahah Programme.

- (i) *Profit/coupon/rental rate* : To be determined prior to the issuance of the Sukuk Murabahah and the rate shall be applicable throughout the tenure of each issue of the Sukuk Murabahah.
- (j) *Profit/coupon/rental payment frequency* : The frequency of the profit payments ("**Profit Payments**") shall be on a semi-annual basis or such other period of frequency to be agreed between BMSB and the Lead Arranger prior to each issuance of Sukuk Murabahah (each such date for payment, a "**Profit Payment Date**").
- (k) *Profit/coupon/rental payment basis* : Actual/365 days
- (l) *Security/collateral, applicable* *where* : The Sukuk Murabahah Programme shall be secured by the following;
- (a) memorandum of deposit ("**MOD**") over the shares of the Issuer;
 - (b) assignment and charge over the Shariah-compliant Disbursement Account, the Shariah-compliant Finance Service Reserve Account ("**FSRA**"), the Shariah-compliant Proceeds Account, the Shariah-compliant Sale Proceeds Account and the monies standing to the credit therein;
 - (c) debenture by the Issuer creating fixed and floating charges over its assets (save for the Sungai Besi Land (as defined in item (2)(m)(ii)(1)) when it is transferred to the Issuer);
 - (d) charge over the proceeds from the sale of the Sungai Besi Land and a power of attorney in favour of the Security Agent to deal with the Sungai Besi Land upon the declaration of an Event of Default;
 - (e) assignment and charge over the following ("**Development Agreements**"):