QUARTERLY SUKUK REVIEW

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SYARIKAT PRASARANA NEGARA BHD

| BRIEF SUKUK DATA | |
|-------------------------------------|--|
| Bloomberg Code/ISIN code | EK1105528/ MYBVI1400362 |
| Return Rate | 4.08% |
| Aqad/Contract Basis | Murabahah (via Tawarruq Agreement) |
| Involved Parties in Sukuk Structure | Syarikat Prasarana Negara Berhad (as Issuer) and Government of Malaysia (as guarantor) |
| Shariah Advisors Involved | CIMB Islamic Bank Berhad and Maybank Islamic Berhad |

ISRA'S REVIEW ON SYARIKAT PRASARANA NEGARA BHD

USE OF PROCEEDS FROM SHARIAH COMPLIANCE ASPECTS

The proceeds of each tranche will be utilise for Syarikat Prasarana Negara Berhad's capital expenditure and general working capital requirements which shall be Shariah-compliant. Since the principal activities of the issuer are shariah-compliant activities (construction projects), thus the use of proceeds to finance its general business are in line with Shariah principles.

TRADABILITY OF SUKUK

Sukuk Murabahah may be listed on Bursa Malaysia Securities Berhad under the Exempt Regime. Regarding the tradability of sukuk murabahah, it is clearly mentioned in AAOIFI Shariah Standards no. 17, Article 5/2/15 that "It is not permissible to trade in Murabahah certificates [sukuk] after delivery of the murabaha commodity to the buyer. However, trading of Murabahah certificates is permissible after purchasing the Murabahah commodity and before selling it to the buyer." However according to Shariah Advisory Council of Securities Commission Malaysia, trading of sukuk murabahah is permissible without any condition.

TRANSACTION FLOW OF SUKUK

- » The Facility Agent, on behalf of Sukukholders, and the Issuer shall enter into an Agency Agreement to purchase Shariah-compliant commodities which would exclude ribawi items in the category of medium of exchange such as currency, gold and silver.
- » The Purchase Agent shall then enter into a Sub-Agency Agreement to appoint the Facility Agent as a sub-agent to purchase the commodities.

- » Pursuant to a commodity murabahah master agreement, prior to the date on which the relevant tranche of sukuk murabahah is issued, the Issuer (as Purchaser) shall, from time to time, issue a Purchase Order in relation to the said tranche to the Purchase Agent and the Sub-Agent. In the Purchase Order, the Purchaser will request the Purchase Agent and the Sub-Agent to purchase the commodities and shall irrevocably undertake to purchase the commodities from the Sukukholders via the Sub-Agent at the deferred sale price.
- » Based on the Purchase Order, the Sub-Agent, will appoint the Commodity Trading Participant (CTP) to purchase the commodities on a spot basis from the commodity Seller at the Purchase Price which shall be an amount equivalent to the sukuk murabahah proceeds. The Purchase Price shall be in line with the asset pricing requirement stipulated under the Securities Commission Malaysia's Guidelines on Sukuk.
- » The Issuer shall issue the sukuk murabahah whereby the proceeds thereof shall be used to pay for the Purchase Price. The sukuk murabahah shall evidence, amongst others, the Sukukholders' ownership of the commodities and subsequently once the commodities are sold to the Purchaser, the Sukukholders' entitlement to receive the deferred sale price which shall be the purchase price plus the profit margin payable by the Issuer.

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» Thereafter, pursuant to a sale and purchase agreement, the Sub-Agent (acting as agent to the Purchase Agent) shall sell the commodities to the Purchaser based on the murabahah principle at the deferred sale price.

QUARTERLY SUKUK REVIEW

- » Upon completion of such purchase, the Purchaser appoints the CTP to sell the commodities to the Commodity Buyer on a spot basis for an amount equal to the Purchase Price. The CTP Sale Agreement will provide for the CTP (on behalf of the Purchaser) to directly sell the Commodities to the Commodity Buyer upon notice by the Purchase Agent that the Sale and Purchase Agreement has been completed and executed.
- » During the tenure of the sukuk murabahah, the Purchaser shall make Periodic Payments on each Periodic Payment Date (in the case of sukuk murabahah with Periodic Payments) forming part of the Deferred Sale Price to the Sukukholders and on the date of maturity of the Sukuk Murabahah. Upon the declaration of an Event of Default, the Purchaser shall pay all amounts then outstanding on the Deferred Sale Price as a final settlement of the same subject to Rebate (Ibra'), where applicable whereupon the redeemed sukuk murabahah shall be cancelled.

» The Government shall issue an irrevocable and unconditional guarantee in favour of the Facility Agent whereby the Government will guarantee the proper and punctual payment by Prasarana of the Guaranteed Amount and irrevocably and unconditionally undertakes as a continuing obligation to the Facility Agent that if for any reason and at any time and from time to time Prasarana fails to make payment of all monies that become due, owing or payable or expressed to be due, owing or payable by Prasarana in relation to the Sukuk Murabahah Programme, that it will make payment of the same pursuant to the Guarantee.

UNDERLYING ASSETS/BUSINESS POSSESION BY SUKUK HOLDER

Shariah-compliant commodities available at Bursa Suq al-Sila' as approved by its shariah adviser, which excludes ribawi items in the category of medium of exchange such as currency, gold and silver.

OVERALL SHARIAH REVIEW OF THE SUKUK

Overall, the sukuk structure meets the Shariah requirement in term of utilisation of proceeds. In term of tradability of sukuk in secondary market, it is shariah-compliant from the perspective of Shari'ah Advisory Council (SAC) Securities Commission Malaysia. However, if we refer to the position of AAOIFI Shariah Standards on secondary trading of murabahah sukuk instrument, it may trigger shariah issues if the trading trangresses the requirements mentioned in AAOIFI Shariah Standards no. 17, Article 5/2/15.





BANDAR MALAYSIA SDN BHD

| BRIEF SUKUK DATA | |
|--|---|
| Bloomberg Code/ISIN code | Issued in 2 tranches: EJ9963970/ MYBVK1400335 EK0862822/ MYBVN1400321 |
| Return Rate | 0.35% |
| Aqad/Contract Basis | Murabahah (via a Tawarruq arrangement) |
| Involved Parties in Sukuk Structure | Bandar Malaysia Sdn Bhd (as Issuer, Purchase Agent, Purchaser) and AMTrustee Bhd (as Trustee) |
| Shariah Advisors Involved | Dr. Mohd Daud Bakar. |

ISRA'S REVIEW ON BANDAR MALAYSIA SDN BHD

USE OF PROCEEDS FROM SHARIAH COMPLIANCE ASPECTS

The proceeds shall be utilised by the Bandar Malaysia Sdn Bhd for the following purposes:

- » To provide Shariah-compliant financing to 1MDB RE. Then, 1MDB RE shall utilise the Shariah-compliant financing to partially finance the cost of constructing the replacement facilities at the relocation sites and the cost of relocating the existing occupants from the Kuala Lumpur Air Base, Sungai Besi to the relocation sites; and to fund its working capital requirements that are Shariahcompliant
- » To pre-fund the fees and expenses of the Sukuk Murabahah Programme during the period when the relocation project is being carried out and the trustees reimbursement account. Based on the purposes mentioned above, there is no doubt that the use of proceed complies with Shariah.

TRADABILITY OF SUKUK

Sukuk Murabahah will not be listed on Bursa Malaysia Securities Berhad or on any other stock exchange. Regarding the tradability of sukuk murabahah, it is clearly mention in AAOIFI Shariah Standards no. 17, Article 5/2/15 that "It is not permissible to trade in Murabahah certificates [Sukuk] after delivery of the Murabahah commodity to the buyer. However, trading of Murabahah certificates is permissible after purchasing the Murabahah commodity and before selling it to the buyer".

TRANSACTION FLOW OF THE SUKUK

- » The Sukukholders appointed Bandar Malaysia Sdn Bhd (BMSB) as a purchase agent to purchase and sale of commodities.
- » Then, the purchase agent will appoint the sub-purchase agent to purchase and sale of commodities.

- » BMSB in such capacity as the purchaser issues a purchase order to the purchase agent for the purpose of purchase the commodities.
- » The purchaser undertakes to purchase the commodities from the Sukukholders at a deferred sale price.
- » BMSB as an issuer issues Sukuk Murabahah whereby the proceeds be used to pay for the purchase price of the commodities. Sukuk Murabahah as an evidence that the Sukukholders' ownership of the commodities and the commodities sold to the purchase at deferred sale price according to Sale and Purchase Agreement.
- » BMSB as purchase shall sell the commodities to Bursa Malaysia Islamic Services Sdn Bhd on a spot basis.
- » During the tenure of the Sukuk Murabahah, BMSB shall make periodic profit payments to the Sukukholders. Upon maturity, or in the event of default, BMSB shall pay all outstanding amounts in respect of the deferred sale price if the Sukuk Murabahah will be cancelled.

UNDERLYING ASSETS/BUSINESS POSSESION BY SUKUK HOLDER

The assets are not limited to crude palm oil and other acceptable commodities, however ribawi items provided through Bursa Suq A-Sila' are excluded.

OVERALL SHARIAH REVIEW OF SUKUK

Overall, the sukuk structure meets the Shariah requirements in terms of utilisation of proceeds and the underlying assets used in the murabahah transaction are shariah-compliant asset. There is no Shariah issue of the tradability of the sukuk in the secondary market due to the fact that the sukuk murabahah will not be listed on Bursa Malaysia Securities Berhad or on any other stock exchange.





DIP SUKUK LTD

| BRIEF SUKUK DATA | |
|--|---|
| Bloomberg Code/ISIN code | EK0725961/XS1035007530 |
| Return Rate | 4.291% |
| Aqad/Contract Basis | Wakalah |
| Involved Parties in Sukuk Structure | DIP Sukuk Limited (as Issuer, Trustee) and Dubai Investments Park Development Company LLC (DIPDC) (as Obligor, Service Agent) |
| Shariah Advisors Involved | Shariah Supervisory Board of Dubai Islamic Bank PJSC and Shariah Advisory Board of Citi Islamic Investment Bank E.C |

ISRA'S REVIEW ON DIP SUKUK LTD

USE OF SUKUK PROCEEDS FROM SHARIAH COMPLIANCE ASPECTS

The net proceeds of the issue of the Certificates will be paid by the DIP Sukuk Limited (Trustee) to Dubai Investments Park Development Company LLC (DIPDC) for the purchase from DIPDC all of its rights, title, interests, benefits and entitlements in, to and under the Initial Wakalah Portfolio. DIPDC shall use the net proceeds of the issue of the Certificates for refinancing existing debt, maintenance and development capital expenditure and general corporate purposes. Based on the prospectus, it is clearly mentioned that the Wakalah portfolio will comprise only Real Estate Assets subject to leases that relate to businesses generating Shariah-compliant cash flows. Thus, the use of net proceeds is inline with Shariah.

TRADABILITY OF SUKUK

Application has been made to the Irish Stock Exchange for the certificates to be admitted to listing on the Official List and to be admitted to trading on the Main Securities Market. In addition, application has also been made to the DFSA for the certificates to be admitted to the official list of securities maintained by the DFSA and to NASDAQ Dubai to be admitted to trading on NASDAQ Dubai (p. 33). Regarding the tradability of wakalah sukuk, it is clearly mentioned in the AAOIFI Shariah Standards no 17, Article 5/2/16 that "It is permissible to trade in Mudaraba, Musharakah and investment agency [wakalah] certificates after closing of subscription, allotment of the certificates and commencement of activity with respect to the assets and usufructs".

TRANSACTION FLOW OF SUKUK

» On the Closing Date, the Trustee will use the proceeds of the Certificates to purchase from DIPDC a portfolio (the Initial Wakalah Portfolio) of identified income generating real estate related assets consisting of plots of land which are leased (other than on the basis of a finance lease) to third parties as at the Closing Date.

- » The real estate assets will be lease to third parties as at the closing dates.
- » The trustee will appoint DIPDC as the serving agent to manage the Wakalah Portfolio pursuant to the Servicing Agency Agreement.
- » Prior to each periodic distribution date, the servicing agent will pay a returns generated by the Wakalah Portfolio to the trustee during the Wakalah distribution period.
- » On the scheduled dissolution date, the trustee will have the right under the purchase undertaking to require DIPDC to purchase all of the trustee's rights, title, interests, benefits and entitlements under the Wakalah Portfolio.
- » The Exercise Price and any Wakalah Portfolio Revenues which is held by the Servicing Agent must pay to the Trustee under the Service Agency Agreement
- » If the Wakala Portfolio Revenues to be paid by the Servicing Agent into the Transaction Account on any Wakalah Distribution Determination Date are greater than the Required Amount in respect of the Certificates on the immediately following Periodic Distribution Date, the amount of any excess shall be retained by the Servicing Agent as a reserve and credited to a separate ledger account maintained by the Servicing Agent and the amount to be transferred to the Transaction Account in respect of such Wakalah Portfolio Revenues shall be reduced accordingly.
- » If there is a shortfall on any Wakalah Distribution Determination Date (after transfer of the Wakala Portfolio Revenues into the Transaction Account as described above) between: i) the amounts standing to the credit of the Transaction Account; and ii) the aggregate of the Periodic Distribution Amounts payable in respect of the Certificates on the immediately following Periodic Distribution Date (a "shortfall"), the Servicing Agent







shall first apply the amounts standing to the credit of the Wakalah Reserve Collection Account (if any) towards such shortfall by transferring into the Transaction Account from the Wakalah Reserve Collection Account on that Wakala Distribution Determination Date an amount equal to the lesser of the shortfall and the then balance of the Wakalah Reserve Collection Account.

- » If, having applied such amounts standing to the credit of the Wakalah Reserve Collection Account (if any), any part of the Shortfall still remains, the Servicing Agent may either: i) provide non-interest bearing (or otherwise Shariah-compliant) funding to the Trustee itself; or ii) procure non-interest bearing (or otherwise Shariah-compliant) funding from a third party to be paid to the Trustee,
- » in each case in the amount required to ensure that there is no shortfall and on terms that such funding is repayable from future excess Wakalah Portfolio Revenues or on the date on which the Certificates are redeemed in full through a deduction (by way of set-off) from the Exercise Price payable under the Sale Undertaking or the Purchase Undertaking, as applicable (each a "Liquidity Facility").

UNDERLYING ASSETS/BUSINESS POSSESION BY SUKUK HOLDER

The Trust Assets comprise:

- i) the interest, rights, title, benefits and entitlements, present and future under the Wakalah Portfolio;
- ii) the interest, rights, benefits and entitlements, present and future under the Transaction Documents (excluding i)
- iii) all monies standing to the credit of the Transaction Account from time to time

OVERALL SHARIAH REVIEW OF SUKUK

Overall, the sukuk structure is Shariah-compliant as the proceeds have been used to purchase Shariah-compliant assets or Shariah-compliant investment instruments. However, there are three Shariah issues that may arise in this sukuk. Firstly, whether it is permissible to appoint someone as an agent to purchase and receive as well as to sell. According to the Fatwa of Kuwait Finance House, it is not permissible for the agent to sell the identified goods to himself until specification of the selling price is concluded with the principal. In this sukuk, the selling price has been predetermined at the early of the contract. As such, there is no doubt in its Shariah compliance. Secondly, the issue of whether DIPDC shall use the net proceeds for refinancing future conventional debt. Shariah Advisory Council (SAC) of Securities Commission (SC) viewed that it is permissible to use the proceeds for refinancing existing debt as long as it has not been used for the refinance of new conventional debt. If the later happened, thus, the use of proceeds can be clasifified as shariah non-compliant. Thirdly, the liquidity facility provision that is based on qard (non-interest bearing funding) may contributes to the issue of bay' wa al-salaf whereby when we look at the whole sukuk structure, there is a combination of qard and bay' and the parties involved are the same party, i.e. DIPDC and DIP Sukuk Limited.





TNB WESTERN ENERGY BHD

| BRIEF SUKUK DATA | |
|--|---|
| Bloomberg Code/ISIN code | EK0495615/ MYBPX1400207 |
| Return Rate | 5.8% |
| Aqad/Contract Basis | ljarah and Wakalah |
| Involved Parties in Sukuk Structure | TNB Western Energy Berhad (the Issuer), Malaysian Trustee Berhad (Trustee/Agent/Grantee), TNB Manjung Five Sdn Bhd (Obligor/Project Company/Grantor) and Tenaga Nasional Berhad (the Guarantor/Sponsor) |
| Shariah Advisors Involved | TNB Western Energy Berhad (the Issuer), Malaysian Trustee Berhad (Trustee/Agent/Grantee), TNB Manjung Five Sdn Bhd (Obligor/Project Company/Grantor) and Tenaga Nasional Berhad (the Guarantor/Sponsor) |

ISRA'S REVIEW ON THB WESTERN ENERGY BHD

USE OF SUKUK PROCEEDS FROM SHARIAH COMPLIANCE ASPECTS

The proceeds from the sukuk will be used towards the following Shariah-compliant purposes: pay and/or reimburse to the Project Company and/or TNB all costs associated with the Project including but not limited to site acquisition, development, design, construction, compensation payments, startup, initial operations of the Project pursuant to the Project Documents;

- » pay and/or reimburse to the Project Company and/or TNB all Lease Rentals, fees, expenses, commissions and all other amounts payable in connection with the relevant Sukuk TNB WE (including fees and costs incurred for the establishment of the Sukuk TNB WE facility and issuances thereunder, if any) and the Equity Bridge Financing prior to the Scheduled COD of the Project;
- » pay and/or reimburse to the Project Company and/or TNB any other Project related costs, including but not limited to consultant fees, Takaful/insurance contribution and contingencies; and
- » repay intercompany advances/financing granted to the Issuer from the Project Company and/or TNB for payments of any costs associated with the Project.
- » As clearly stated, the proceed will be used for Shariahcompliant purposes, thus, it complies with Shariah.

TRADABILITY OF SUKUK

The sukuk will not be listed on Bursa Malaysia Securities Berhad or any other stock exchanges.

TRANSACTION FLOW OF SUKUK

» TNB Western Energy Berhad (the Issuer) and Malaysian Trustee Berhad (the Sukuk Trustee) entered into a Trust Deed wherein the Issuer declares a trust over the Trust Asset (as defined in the Grant of Right Agreement, Ijarah Agreement and the Servicing Agency Agreement) in favour of the Sukuk Trustee for the benefit of the sukuk holders. Pursuant to a Declaration of Trust, the Issuer shall act as the trustee for the benefit of the Sukuk Trustee (acting on behalf of the sukukholders) to exercise the rights, powers, authorities and discretions specifically given to the Issuer under or in connection with the Grant of Right Agreement, Ijarah Agreement and the Servicing Agency Agreement.

- » TNB Manjung Five SdnBhd (the Project Company) and the Issuer (acting on behalf of the sukukholders) entered into a Grant of Right Agreement wherein the Project Company grants the right to the Issuer over the use of the project land including the benefits and usufruct rights over the use of the land for a period of 28 years with an extension of another 28 years (the Asset). In consideration thereof, the Issuer will make a single upfront rental payment to the Project Company, which proceeds shall be raised from the issuance of the Sukuk.
- » Upon obtaining the Asset above, the Issuer entered into a lease agreement (Ijarah Agreement) with the Project Company to lease the Asset to the Project Company for a tenor corresponding to the maturity of the tranche with the longest tenor of the Sukuk (more than 1 year and not exceeding 27 years) in consideration of a pre-determined Ijarah rental payments. The lease period shall not exceed the tenor of the Grant of Right Agreement.
- » The Issuer shall issue Sukuk to the sukukholders which represent the sukukholders' undivided proportionate beneficial interest, rights and entitlements under the Trust Asset. The proceeds from Sukuk shall be utilised to pay the Project Company the one-off rental under the Grant of Right Agreement.





QUARTERLY SUKUK REVIEW

- » Pursuant to a Servicing Agency Agreement, the Issuer (acting on behalf of the sukukholders) shall appoint the Project Company as the Servicing Agent for a servicing agent fee of RM100 throughout the lease period to carry out certain obligations. The Servicing Agent shall be responsible to procure Takaful/insurance in connection with the Asset that provides sufficient proceeds for the redemption of the Sukuk under a Total Loss Event.
- » The Project Company and the Issuer entered into a Wakalah Agreement wherein the Project Company appointed the Issuer as its agent in providing certain services for a wakalah fee of RM100 for a period corresponding to the period of the construction and delivery of the Plant to the Project Company under the Turnkey Contract. The Wakalah Agreement shall cease upon the completed Plant being delivered to the Project Company. Thereafter the Project Company shall pay lease rental directly to the Trustee who will in turn channel it to the sukukholders.

UNDERLYING ASSETS/BUSINESS POSSESION BY SUKUK HOLDER

The rights, benefits and usufruct right over the use of the Project Lands for a period of 28 years or such period as corresponding to the lease term in the Site Lease Agreement (SLA) with an option to be extendable for another 28 years subject to the SLA term. The Project

Lands are held under titles H.S.(D) 258846 Lot 43195, H.S.(D) 258844 Lot 43196 and H.S.(D) 258847 Lot 43197, all in Mukim Sitiawan, District Manjung, Perak measuring approximately 92,169.92 square meters, 13,800 square meters and 264,695 square meters respectively, where the Plant will be situated.

OVERALL SHARIAH REVIEW OF SUKUK

Overall, the sukuk structure meets the Shariah requirements in terms of utilisation of proceeds and tradability in the secondary market. As such, there is no doubt that it is Shariah-compliant. In terms of sukuk structure the underlying governing shariah principle is ijarah as the structure is dominated by ijarah principle. The wakalah structure is only to facilitate the periodic distribution amount at the final leg of the sukuk structure.





SAUDI ELECTRIC

| BRIEF SUKUK DATA | |
|-------------------------------------|---|
| Bloomberg Code/ISIN code | EJ8521704/ SA13GVK2FT34 |
| Return Rate | Floating |
| Aqad/Contract Basis | The aqad (contract) that was used in the prospectus was not clearly stated. However, it mentioned that among the sukuk documents used was SUKUK ASSET TRANSFER AGREEMENT. In the agreement, it was stated that the issuer transfer the assets to the sukukholder's agent based on a sale and purchase contract. Therefore, the assumption here is that this sukuk was issued based on a sale and purchase agreement, or it maybe based on wakalah bi al-Istihmar. Nevertheless, the document related to this sukuk was not clear nor was there a diagram on the transaction flow in the prospectus that can support the latter assumption |
| Involved Parties in Sukuk Structure | Saudi Electricity Company (issuer/custodian/sukuk administrator) and Saudi Fransi Capital Company (sukukholder agent) |
| Shariah Advisors Involved | HSBC Saudi Arabia Executive Shariah Committee and Shari'ah Supervisory Board of Credit Agricole Corporate and Investment Bank. |

ISRA'S REVIEW ON SAUDI ELECTRIC

USE OF SUKUK PROCEEDS FROM SHARIAH COMPLIANCE ASPECTS

The net proceeds of the sukuk will be used by the Issuer for general corporate purposes including capital expenditure. The issuer's principal business activities are the generation, transmission and distribution of electricity within the Kingdom. Since the business activities are shariah-compliant, it can be confirmed that the use of proceeds is shariah-compliant.

TRADABILITY OF SUKUK

Application has been made to register the Sukuk on the Official List by the Kingdom of Saudi Arabia. In term of the tradability of this sukuk, it can be said that this sukuk is tradable subjected to its compliantness with AAOIFI Shariah Standards No 21, since the underlying assets are comprised of tangible and intangible assets. Article 3/19 states: "If its purpose and activity pertain to trading in tangible assets, benefits and rights, trading in its shares is permitted without taking into account the rules of sarf or transactions in debts, with the condition that the total market value of assets, benefits and rights should not be less than 30% of the total assets value of the corporation including all assets, benefits, rights and cash liquidity (the corporation's debts, current accounts with others, and bonds it holds which constitute debts) irrespective of their size as in such a case these are secondary. If, however, the objective of the corporation and its usual activity is dealing in gold, silver or currencies (sarrafah), it is obligatory to undertake trading in its shares in the light of the rules of sarf."

TRANSACTION FLOW OF SUKUK

- » Based on Sukuk Asset Transfer Agreement, it was stated that all right and entitlement towards the sukuk asset will be purchase by the sukukholder (through the Sukukholder's Agent) from the Issuer for a period of forty years and the Sukuk Asset will be transferred by the Issuer to the Custodian for the benefit of the Sukukholders.
- » The issuer is expected to pay an amount equal to the Periodic Distribution Amount to the Sukukholders calculated on the basis of the Benchmark Rate plus the Margin applied to the aggregate Nominal Amount of the Sukuk as are current on the Transfer Record Date immediately preceding the last day of the relevant Periodic Distribution Period.
- » If there is a surplus, it will be transfer to reserve account and the Sukuk Administrator shall have the right to use and invest the reserve for its own account.
- » Under a purchase undertaking to be entered into by the Issuer for the benefit of the Custodian and the Sukukholders' Agent (for, and on behalf of, the Sukukholders) on or about the Closing Date, the Issuer will undertake to purchase the Sukuk Assets from the Custodian and pay the specified predetermined Purchase Price which decreases over time, on the Periodic Distribution Dates, together with any applicable Extra Amount, Periodic Default Amount or Specified Amount.



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UNDERLYING ASSET/BUSINESS POSSESION BY SUKUK HOLDER

The Sukuk Assets comprise certain rights and entitlements of the Issuer derived from CMR 169* and the Distribution Licence and to levy and receive the Meter Charges in relation to the Specified Meters from Specified Customers.

* CMR 169 means the Council of Ministers Resolution no. 169 dated 11/8/1419H (corresponding to 30 November 1998G) in respect of restructing the electricity sector, arranging the financial affairs of the sector, and approving measures for energy conservation, as amended by CMR 179 and as the same may be further supplement, revised or amended from time to time.

OVERALL SHARIAH REVIEW OF SUKUK

Overall, we cannot give a conclusive view on whether this sukuk totally comply with Shariah because the prospectus did not mentioned clearly what was the underlying Shariah contract used in this sukuk issuance. In addition, the inexistence of a diagram may have hindered additional understanding of the transaction flow. Even though the sukuk structure indicates that it was based on either a sale and purchase contract or wakalah bi al-istihmar, the sukuk represents tangible and intangible assets. Therefore, the sukuk can only be traded if it meets the AAOIFI requiremets as mentioned above.

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