



THE KINGDOM OF SAUDI ARABIA  
ACTING THROUGH THE MINISTRY OF FINANCE

SUKUK ISSUANCE PROGRAMME

Under this Sukuk Issuance Programme (the "**Programme**"), the Kingdom of Saudi Arabia, acting through the Ministry of Finance (the "**Issuer**") may elect, subject to compliance with all relevant laws, regulations and directives, from time to time to issue sukuk (the "**Sukuk**") denominated in Saudi riyals.

Sukuk may only be issued in dematerialised registered form in the Specified Denominations specified in the applicable final terms (the "**Applicable Final Terms**"). The Sukuk may be issued on a continuing basis to one or more dealers (each a "**Dealer**" and together the "**Dealers**") specified under the Applicable Final Terms, which appointment will be pursuant to the terms of a primary dealer agreement (see "*General Information – Primary Dealer Agreements*").

Each Series (as defined under "*Terms and Conditions of the Sukuk*" (the "**Conditions**")) of Sukuk issued under the Programme will be constituted by a master declaration of agency (the "**Master Declaration of Agency**") dated 29 Shawwal1441H (corresponding to 21 June 2020G) entered into between the Issuer and a Person appointed to act as agent on behalf of the Sukukholders (the "**Sukukholders' Agent**").

Sukuk of each Series confer on the holders thereof from time to time (the "**Sukukholders**") the right to receive certain payments (as more particularly described in the Conditions) arising from the Sukuk Assets (as defined in the Conditions) of the relevant Series. Each of the Sukuk will represent an undivided ownership interest in the Sukuk Assets and will at all times rank *pari passu* among themselves.

**The Sukuk will be limited recourse obligations of the Issuer. An investment in Sukuk issued under the Programme involves certain risks (see "*Risk Factors*").**

References in this Information Memorandum to Sukuk being "**listed**" (and all related references) shall mean that such Sukuk are deposited with the Securities Depository Centre (the "**Centre**") and listed on The Saudi Stock Exchange (Tadawul) (the "**Exchange**") or any alternative depository or exchange specified in the Applicable Final Terms. The Programme also permits Sukuk to be issued on the basis that: (i) they are only deposited with the Centre but not listed on the Exchange; or (ii) they are neither deposited with the Centre nor listed on the Exchange. The Applicable Final Terms will specify whether or not the Sukuk are to be deposited with the Centre and/or listed on the Exchange or any alternative depository or exchange.

The aggregate nominal amount of Sukuk, the issue price of Sukuk, profit rate or reference rate and margin (as applicable) in respect of Sukuk and certain other information which is applicable to each Series of Sukuk will be set out in the Applicable Final Terms.

Sukukholders should note that the Sukuk are being sold only to Qualified Persons (as defined in the Conditions) and that only Qualified Persons may be registered as Sukukholders. The Issuer shall not pay any additional amounts in respect of any withholding required by law to any person who holds Sukuk but is not a Qualified Person. The Sukukholders shall be responsible for any capital gains tax, income tax or *zakat* assessed on them as a result of their holding of Sukuk. The Issuer, however, may (but shall not be obliged to) pay any additional amounts in respect of any withholding required by law to any person who holds Sukuk and is a Qualified Person.

Series of Sukuk to be issued under the Programme may be rated or unrated and, if rated, the credit rating agency issuing such rating (together with certain other information in respect of such rating) will be specified in the Applicable Final Terms. A rating is not a recommendation to buy, sell or hold the Sukuk, does not address the likelihood or timing of payment and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisations.

The Sukuk have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States. The Sukuk may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("**Regulation S**")) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

This Information Memorandum must be read and construed together with any amendment or supplement hereto and with any information incorporated by reference herein. In relation to a Series of Sukuk, this Information Memorandum should be read and construed together with the Applicable Final Terms.

**The date of this Information Memorandum is 26 Shawwal 1438H (corresponding to 20 July 2017G), updated on 30/11/1441H (corresponding to 21 JULY 2020G).**

## IMPORTANT NOTICES

The Issuer accepts responsibility for the information contained in this Information Memorandum and any Applicable Final Terms and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Information Memorandum is, to the best of its knowledge, in accordance with the facts.

Each Series of Sukuk will be issued on the terms set out in the Conditions, as supplemented by the Applicable Final Terms. This Information Memorandum must be read and construed together with any amendment or supplement hereto and with any information incorporated by reference herein. In relation to a Series of Sukuk, this Information Memorandum should be read and construed together with the Applicable Final Terms.

No person is or has been authorised to give any information or to make any representation not contained in or not consistent with this Information Memorandum or any other document entered into in relation to the Programme or any information supplied by the Issuer in connection with the Programme or any Sukuk and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer or any Dealer (as the case may be).

None of the Dealers (as the case may be), the Sukukholders' Agent or the Agents (as defined in the Conditions) has independently verified the information contained herein. Accordingly, none of the Dealers (as the case may be), the Sukukholders' Agent, the Agents or any of their respective affiliates makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Information Memorandum.

Neither this Information Memorandum nor any Applicable Final Terms are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Dealers (as the case may be), the Sukukholders' Agent or the Agents that any recipient of this Information Memorandum or any Applicable Final Terms should purchase the Sukuk. Each potential purchaser of Sukuk should determine for itself the relevance of the information contained in this Information Memorandum and any Applicable Final Terms and its purchase of Sukuk should be based upon such investigation as it deems necessary.

**EACH PROSPECTIVE INVESTOR IS ADVISED TO CONSULT ITS OWN TAX ADVISER, LEGAL ADVISER, *SHARI'AH* ADVISER AND BUSINESS ADVISER AS TO TAX, LEGAL, *SHARI'AH* AND BUSINESS MATTERS CONCERNING THE PURCHASE OF ANY SUKUK.**

None of the Dealers (as the case may be) or the Sukukholders' Agent or the Agents undertakes to review the fiscal condition or affairs of the Issuer during the life of the arrangements contemplated by this Information Memorandum and any Applicable Final Terms nor to advise any investor or potential investor in the Sukuk of any information coming to the attention of any of the Dealers (as the case may be) or the Sukukholders' Agent or the Agents.

Neither the delivery of this Information Memorandum or any Applicable Final Terms nor the offering, sale or delivery of any Sukuk shall, in any circumstances, create any implication that the information contained in this Information Memorandum is true subsequent to the date hereof or, if applicable, the date upon which this Information Memorandum has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the condition (fiscal, economic, political or otherwise), general affairs or prospects of the Issuer since the date hereof or, if applicable, the date upon which this Information Memorandum has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Information Memorandum and any Applicable Final Terms and the offering, sale and delivery of the Sukuk in certain jurisdictions may be restricted by law. Accordingly, no Sukuk may be offered or sold, directly or indirectly, and neither this Information Memorandum nor any advertisement or other offering materials may be distributed or published in any jurisdiction, except in circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Information Memorandum or any Applicable Final Terms comes are required by the Issuer, the Dealers (as the case may be) and the Sukukholders' Agent and the Agents to inform themselves about and to observe

any such restrictions. In particular, the Sukuk have not been and will not be registered under the Securities Act and may be subject to U.S. tax law requirements.

Neither this Information Memorandum nor any other information supplied in connection with the Programme or any Sukuk is intended to provide the basis of any credit or other evaluation. Neither this Information Memorandum nor any Applicable Final Terms constitutes an offer or an invitation to subscribe for or purchase any Sukuk and should not be considered as a recommendation by the Issuer, the Dealers (as the case may be) or the Sukukholders' Agent or the Agents or any of them that any recipient of this Information Memorandum or any Applicable Final Terms should subscribe for or purchase any Sukuk. Each recipient of this Information Memorandum or any Applicable Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

The Sukuk may not be a suitable investment for all investors. Each potential investor in the Sukuk must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Sukuk, the merits and risks of investing in the Sukuk and the information contained or incorporated by reference in this Information Memorandum or any applicable supplement;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Sukuk and the impact the Sukuk will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Sukuk;
- (d) understand thoroughly the terms of the Sukuk and be familiar with the behaviour of any relevant indices and financial markets; and
- (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal and tax advisers to determine whether and to what extent: (i) the Sukuk are legal investments for it; (ii) the Sukuk can be used as collateral for various types of borrowing; and (iii) other restrictions apply to its purchase or pledge of any Sukuk. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Sukuk under any applicable risk-based capital or similar rules. You should be aware that you may be required to bear the financial risks of any investment in a Sukuk for an indefinite period of time.

#### **NOTICE TO RESIDENTS OF THE KINGDOM OF SAUDI ARABIA**

The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this document you should consult an authorised financial adviser.

## PRESENTATION OF STATISTICAL AND OTHER INFORMATION

### Presentation of Statistical Information

Although every effort has been made to include in this Information Memorandum the most reliable and the most consistently presented data, no assurance can be given that such data was compiled or prepared on a basis consistent with international standards.

### Certain Defined Terms and Conventions

Capitalised terms which are used but not defined in any particular section of this Information Memorandum will have the meaning attributed thereto in the Conditions or any other section of this Information Memorandum. In addition, all references in this Information Memorandum to:

- "Saudi Arabia" or to the "Kingdom" are to the Kingdom of Saudi Arabia; and
- the "Government" are to the government of Saudi Arabia.

Certain figures and percentages included in this Information Memorandum have been subject to rounding adjustments.

### Currencies and Exchange Rates

All references in this Information Memorandum to:

- "Saudi riyals", "riyals" and "SAR" refer to Saudi riyals, the legal currency of Saudi Arabia for the time being; and
- "U.S. dollars", "dollars", "U.S." and refer to United States dollars, the legal currency of the United States for the time being.

The Saudi riyal has been pegged to the U.S. dollar at a fixed exchange rate of SAR 3.75 = U.S.\$1.00 and, unless otherwise indicated, U.S. dollar amounts in this Information Memorandum have been converted from Saudi riyal at this exchange rate.

## FORWARD-LOOKING STATEMENTS

Certain statements included in this Information Memorandum may constitute forward-looking statements. These forward-looking statements can be identified by the use of forward-looking terminology, including the terms "believes", "estimates", "anticipates", "projects", "expects", "intends", "may", "will", "seeks" or "should" or, in each case, their negative or other variations or comparable terminology, or in relation to discussions of strategy, plans, objectives, goals, future events or intentions. Forward-looking statements are statements that are not historical facts, including statements about the beliefs and expectations of the Issuer. These statements are based on current plans, estimates and projections and, therefore, undue reliance should not be placed on them. Forward-looking statements speak only as of the date they are made and no assurance can be given that such beliefs and expectations set out therein will prove to have been correct. Accordingly, forward-looking statements involve inherent risks and uncertainties. A number of important factors could cause actual results to differ materially from those expressed in any forward-looking statement.

Without prejudice to any requirements under applicable laws and regulations, the Issuer expressly disclaims any obligation or undertaking to disseminate after the date of this Information Memorandum any updates or revisions to any forward-looking statements contained herein to reflect any change in expectations thereof or any change in events, conditions or circumstances on which any such forward-looking statement is based.

## CONTENTS

	<b>Page</b>
OVERVIEW OF THE PROGRAMME.....	1
STRUCTURE DIAGRAM AND CASH FLOWS .....	4
RISK FACTORS .....	7
TERMS AND CONDITIONS OF THE SUKUK .....	10
APPLICABLE FINAL TERMS.....	38
USE OF PROCEEDS .....	42
ECONOMY OF THE KINGDOM OF SAUDI ARABIA .....	43
GENERAL INFORMATION .....	44

## OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Information Memorandum and, in relation to the terms and conditions of any particular Series of Sukuk, the Applicable Final Terms that relate thereto.

Words and expressions defined in the Conditions shall have the same meanings in this overview.

<b>Issuer:</b>	The Kingdom of Saudi Arabia, acting through the Ministry of Finance.
<b>Description:</b>	Sukuk Issuance Programme.
<b>Programme Amount:</b>	The Programme is unlimited in amount.
<b>Sukukholders' Agent:</b>	A Person appointed to act as agent on behalf of the Sukukholders pursuant to the Declaration of Agency.
<b>Payment Administrator:</b>	A Person appointed to act as payment administrator pursuant to the Payment Administration Agreement.
<b>Dealers:</b>	Any Dealer appointed by the Issuer in relation to a particular Series of Sukuk pursuant to the terms of a primary dealer agreement (see " <i>General Information – Primary Dealer Agreements</i> ").
<b>Currencies:</b>	The Sukuk will be denominated in SAR.
<b>Issuance in Series:</b>	The Sukuk will be issued in Series.
<b>Applicable Final Terms:</b>	The terms and conditions applicable to any particular Series of Sukuk will be the Conditions as supplemented by the Applicable Final Terms.
<b>Listing and Trading:</b>	The Sukuk may be issued on the basis that: (a) they are deposited with the Centre and listed on the Exchange or any alternative depositary or exchange specified in the Applicable Final Terms; (b) they are deposited with the Centre but not listed on the Exchange; or (c) they are neither deposited with the Centre nor listed on the Exchange. The Applicable Final Terms will specify whether or not the Sukuk are to be deposited with the Centre and/or listed on the Exchange or any alternative depositary or exchange.
<b>Form of the Sukuk:</b>	The Sukuk may only be issued in dematerialised registered form. Each Series of Sukuk will be collectively represented by a Global Sak which will be deposited with the Sukukholders' Agent. Individual Sukuk representing holdings of the Global Sak will not be issued but Sukukholders will on request be entitled to receive a statement from the Registrar recording their holding of Sukuk.
<b>Registrar:</b>	The Securities Depository Centre (if specified as Registrar in the Applicable Final Terms).
<b>Register:</b>	The Registrar will maintain the Register in respect of the Sukuk in accordance with the provisions of the Registry Agreement. Only Qualified Persons may be registered as Sukukholders.
<b>Status of the Sukuk:</b>	The Sukuk constitute undivided ownership interests of the Sukukholders in the Sukuk Assets and will at all times rank <i>pari passu</i> , without any preference or priority, with all other Sukuk of such Series. The obligations of the Issuer under the Sukuk Documents will constitute direct, unconditional, unsubordinated, unsecured and limited recourse obligations of the Issuer and shall (save for certain obligations required to be preferred by provisions of law) rank <i>pari passu</i> with all other Indebtedness of the Issuer in

accordance with, and subject to the provisions of, Condition 4.1 (*Status; Set-Off; Limited Recourse – Status*).

- Limited Recourse:** Upon the occurrence of the Redemption Date, Partial Redemption Date, Sukukholder Put Right Date and/or Partial Periodic Distribution Date, the sole recourse of each Sukukholder will be against the Issuer to perform its obligations under the Sukuk Documents. The Sukukholders will otherwise have no other recourse to any assets of the Issuer or the Mudaraba Assets (see Condition 4.3 (*Status; Set-Off; Limited Recourse – Limited recourse*)).
- Sukuk Assets:** The Sukuk Assets of the relevant Series shall comprise: (a) the Sukukholders' Agent's share (for the benefit of the Sukukholders) in the Mudaraba Assets (as assessed in accordance with Condition 5.2 (*Sukuk – Mudaraba Assets*)); (b) the Sukukholders' Agent's interest as Seller (for the benefit of the Sukukholders) in the Murabaha Transactions (including the Deferred Sale Prices) and its rights under the Master Murabaha Agreement; (c) the Sukukholders' Agent's rights in, to and under the Sukuk Documents; (d) any amounts standing to the credit of the Sukuk Account and the Collection Account; and (e) the payment obligations of the Mudareb and the Purchaser under the Mudaraba Agreement and the Master Murabaha Agreement, respectively.
- Mudareb:** The Kingdom of Saudi Arabia, acting through the Ministry of Finance.
- Mudaraba Arrangements:** See Condition 5.2 (*Sukuk – Mudaraba Assets*) and Condition 5.3 (*Sukuk – Liquidation of the Mudaraba*).
- Seller:** The Sukukholders' Agent (acting for and on behalf of the Sukukholders).
- Purchaser:** The Kingdom of Saudi Arabia, acting through the Ministry of Finance.
- Murabaha Arrangements:** See Condition 5.4 (*Sukuk – Murabaha Transactions*) and Condition 5.5 (*Sukuk – Participation in purchase of Commodities*).
- Issue Price:** The Sukuk will be issued at an issue price as specified in the Applicable Final Terms. The price and amount of Sukuk to be issued under the Programme will be determined by the Issuer at the time of issue in accordance with prevailing market conditions.
- Specified Denominations:** The Sukuk will be issued in such denominations as may be specified in the Applicable Final Terms.
- Periodic Distribution Amounts:** Sukukholders are entitled to receive Periodic Distribution Amounts calculated in accordance with the Conditions on the basis specified in the Applicable Final Terms.
- Maturities/Expiry Date:** The Sukuk may have any maturity as specified in the Applicable Final Terms.
- Expiry:** Subject to any purchase and cancellation or early redemption, the Sukuk will be redeemed at par on such dates and in such manner as may be specified in the Applicable Final Terms.
- Partial Redemption of Sukuk:** Where the Redemption Basis is specified as Amortising in the Applicable Final Terms, each Sukukholder is entitled to receive the Sukuk Capital Instalment Amounts due on the relevant Partial Redemption Dates (each as specified in the Applicable Final Terms) in respect of the Sukuk held by it and, subject to any other early redemption, purchase and/or cancellation, the Series shall be

redeemed in part (and the Aggregate Nominal Amount of the Sukuk of the relevant Series that are current will be reduced accordingly) by the value of each Sukuk Capital Instalment Amount paid to the Sukukholders upon payment in full of each such Sukuk Capital Instalment Amount to the Sukukholders.

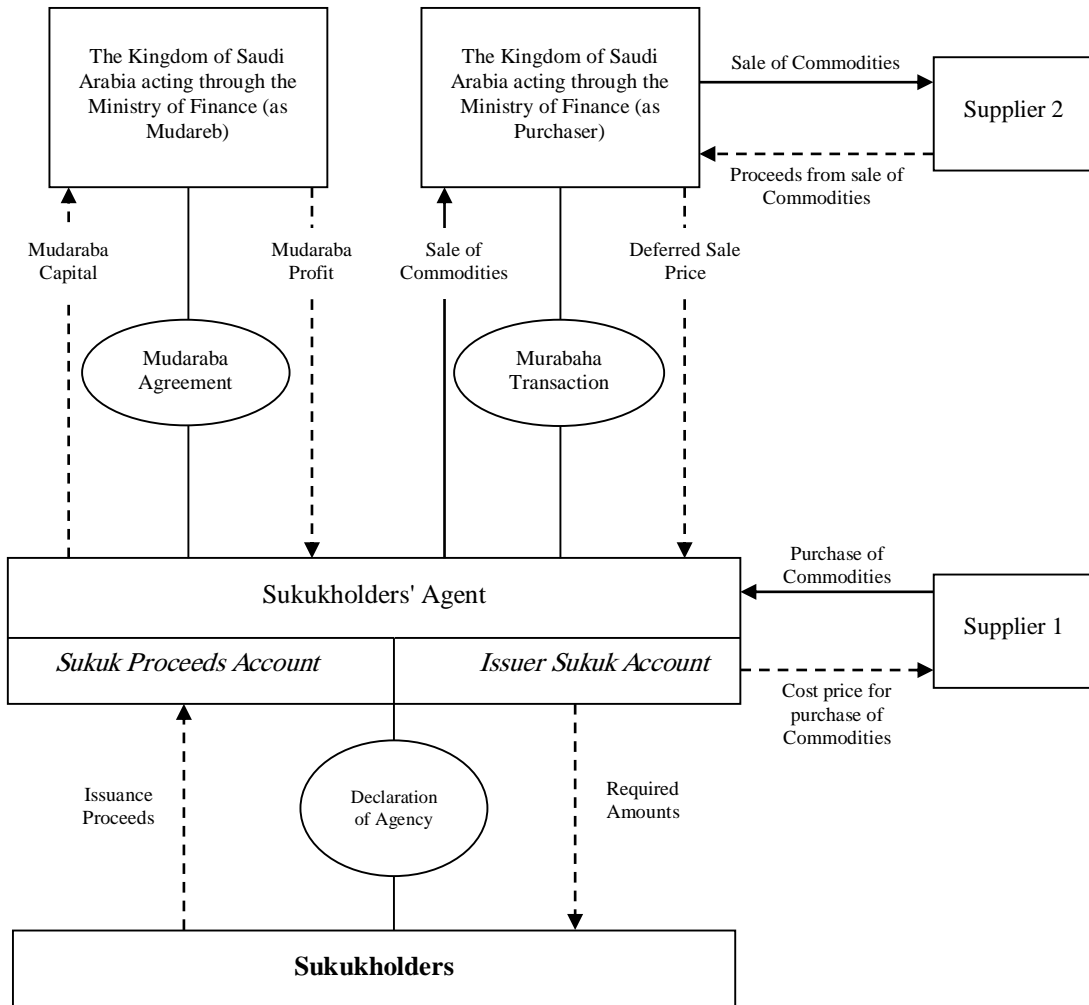
- Optional Redemption:** The Sukuk may be redeemed before their stated maturity at the option of the Issuer and/or the Sukukholders to the extent (if at all) specified in the Applicable Final Terms.
- Meetings of Sukukholders:** The Declaration of Agency contains provisions for convening meetings of Sukukholders as further described in Condition 14.1 (*Meetings of Sukukholders; Modification – Meetings of Sukukholders*).
- Taxation:** The Sukuk are being sold only to Qualified Persons and only Qualified Persons may be registered as Sukukholders. The Issuer shall not pay any additional amounts in respect of any withholding required by law to any person who holds Sukuk but is not a Qualified Person. The Sukukholders shall be responsible for any capital gains tax, income tax or *zakat* assessed on them as a result of their holding of Sukuk. The Issuer, however, may (but shall not be obliged to) pay any additional amounts in respect of any withholding required by law to any person who holds Sukuk and is a Qualified Person.
- Sukuk Documents:** The Sukuk Documents, in respect of each Series of Sukuk, are: (a) the Mudaraba Agreement; (b) the Master Declaration of Agency; (c) the Registry Agreement; (d) the Payment Administration Agreement; (e) the Master Murabaha Agreement and each Murabaha Contract; and (f) the Sukuk (including the Global Sak).
- Governing Law:** The Sukuk Documents and the Sukuk will be governed by, and construed in accordance with, the laws and regulations of the Kingdom of Saudi Arabia.
- Credit Ratings:** Series of Sukuk to be issued under the Programme may be rated or unrated and, if rated, the credit rating agency issuing such rating (together with certain other information in respect of such rating) will be specified in the Applicable Final Terms.
- Risk Factors:** There are risks relating to the Sukuk, which investors should ensure they fully understand (see "*Risk Factors*").



## STRUCTURE DIAGRAM AND CASH FLOWS

Set out below is a simplified structure diagram and description of the principal cash flows relating to the Sukuk. This does not purport to be complete and is qualified in its entirety by reference to, and must be read in conjunction with, the provisions of the Sukuk Documents and the Conditions. Potential investors are also referred to the Conditions for a fuller description of certain cash flows and for an explanation of the meaning of certain capitalised terms used below. Potential investors should read this entire Information Memorandum carefully, especially the risks of investing in the Sukuk discussed under "Risk Factors".

### Structure Diagram



### Principal Cash Flows

#### *Proceeds of the issuance of the Sukuk*

In relation to each Series, on the Issue Date, the proceeds of the subscription of the Sukuk (the "**Issuance Proceeds**") shall be deposited by the Sukukholders into an account held in the name of the Sukukholders' Agent with the Account Bank (for and on behalf of the Sukukholders) and operated by the Sukukholders' Agent (the "**Sukuk Proceeds Account**"). Pursuant to the Sukuk Documents, the Sukukholders' Agent shall acquire Sukuk Assets from the amounts standing to the credit of the Sukuk Proceeds Account in the following manner:

- (a) the Sukukholders' Agent (on the instructions of the Issuer) shall provide the Mudaraba Capital to or to the order of the Mudareb to apply as the capital of the mudaraba (the "**Mudaraba**") constituted by the Mudaraba Agreement and the Mudareb shall invest the Mudaraba Capital in the Mudaraba Assets in accordance with the terms of the Mudaraba Agreement. The income from the Mudaraba Assets, less total costs (consisting of direct costs and allocated costs) relating thereto, shall be the "**Mudaraba Income**"; the proportional share of the Sukukholders' Agent (in its capacity as *rab-al-maal* and as agent on behalf of the Sukukholders) being the "**Mudaraba Profit**"; and

- (b) the Sukukholders' Agent (on the instructions of the Issuer) shall apply the remaining amount standing to the credit of the Sukuk Proceeds Account (the "**Murabaha Capital**") towards the acquisition of certain commodities ("**Commodities**"), which will be sold to the Kingdom of Saudi Arabia, acting through the Ministry of Finance (as the Purchaser) on a deferred payment basis for an amount specified in a notice of offer to purchase and notice of acceptance of offer pursuant to the Master Murabaha Agreement (such deferred price being the "**Deferred Sale Price**" and the completed transaction being a "**Murabaha Transaction**").

#### ***Payments of Periodic Distribution Amounts***

One (1) Business Day prior to each Periodic Distribution Date, pursuant to the terms of the Mudaraba Agreement, the Mudareb shall calculate the Mudaraba Income received during the then current Periodic Distribution Period on the basis of a constructive liquidation of the Mudaraba Assets carried out on the basis of a valuation of the Mudaraba Assets made by the Mudareb one (1) Business Day prior to the relevant Periodic Distribution Date and shall credit the Mudaraba Profit portion of such Mudaraba Income to an account of record (the "**Collection Account**"). One (1) Business Day prior to each Periodic Distribution Date, the Mudareb shall apply the amounts standing to the credit of such Collection Account (to the extent of funds available in such Collection Account) for the payment of Periodic Distribution Amounts by crediting to the Sukuk Account the Required Amount needed to pay in full the Periodic Distribution Amount relating to that Periodic Distribution Date. If the funds then available in the Collection Account are less than the relevant Required Amount, the Issuer (in its capacity as Purchaser) shall, on that day, pay to the Sukuk Account a portion of the relevant Total Murabaha Deferred Sale Price Outstanding falling due on the relevant Deferred Sale Price Payment Date that corresponds to the difference, and, if the amounts then standing to the credit of the Sukuk Account nevertheless remain less than the relevant Required Amount, the Issuer (in its capacity as Mudareb) shall, on that day, pay to the Sukuk Account from the Sukukholders' Agent's share (for the benefit of the Sukukholders) in the Mudaraba Assets, an amount that corresponds to the difference.

In addition, in respect of each Series of Sukuk where the Deferred Sale Price Payment Basis is specified as Amortising, on each Deferred Sale Price Payment Date the Purchaser shall pay to the Seller, by payment directly to the Sukuk Account, such portion of the Deferred Sale Price as is due and payable on such date in accordance with the confirmation of terms delivered in accordance with the Master Murabaha Agreement (the "**Deferred Sale Price Instalment Amounts**").

For the avoidance of doubt, the Deferred Sale Prices payable by the Issuer pursuant to the terms of the Master Murabaha Agreement shall not at any time exceed 85 per cent. of the Aggregate Nominal Amount of the relevant Series of Sukuk as are then current.

#### ***Payments on redemption of Sukuk***

Any Series of Sukuk may be redeemed in the circumstances specified in Condition 11 (*Redemption of Sukuk*).

The Purchaser shall discharge in full one (1) Business Day prior to the applicable Redemption Date, directly to the Sukuk Account, all other amounts payable by it to the Seller under the Master Murabaha Agreement in relation to the Murabaha Transactions entered into relating to the Series of Sukuk for which the Redemption Date has occurred, by payment of such amounts into the Sukuk Account one (1) Business Day prior to the Redemption Date.

In addition, the Mudareb shall liquidate the Mudaraba on the applicable Redemption Date. The proceeds of such liquidation (being the then current value of the Sukukholders' Agent's (for the benefit of the Sukukholders of such Series of Sukuk) share of the Mudaraba Assets) shall be paid by the Mudareb into the Sukuk Account one (1) Business Day prior to the Redemption Date (but only to the extent that, on such date, amounts are required by the Issuer to be credited to the Sukuk Account in order for the Issuer to be able to pay any shortfall between the amounts standing to the credit of the Sukuk Account and the relevant Required Amounts relating to such Redemption Date) and used by the Mudareb to pay any amounts due but unpaid on such Redemption Date.

#### ***Sukuk Account***

Pursuant to the terms of the Payment Administration Agreement, the Payment Administrator shall pay the Periodic Distribution Amounts, the Sukuk Capital, Early Redemption Amounts, Partial Periodic Distribution Amounts and/or Sukuk Capital Instalment Amounts (as applicable) to the Sukukholders of each Series of Sukuk out of amounts from time to time credited to the Sukuk Account of such Series of

Sukuk, in each case in accordance with the terms of the Sukuk Documents, the Conditions and the Applicable Final Terms.

## **RISK FACTORS**

*The purchase of Sukuk involves risks and is suitable only for, and should be made only by, investors that are fully familiar with the Kingdom of Saudi Arabia in general and that have such other knowledge and experience in financial and business matters as may enable them to evaluate the risks and the merits of an investment in the Sukuk. Prior to making an investment decision, prospective investors should consider carefully, in light of their own financial circumstances and investment objectives, all the information set forth herein and, in particular, the risk factors set forth below. Prospective purchasers of Sukuk should make such inquiries as they think appropriate regarding the Sukuk and the Kingdom of Saudi Arabia without relying on the Issuer or the Dealers (as the case may be).*

*The Issuer believes that the following factors may affect the ability of the Issuer to fulfil its obligations under the Sukuk. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which the Issuer believes are material for the purpose of assessing the market risks associated with the Sukuk are also described below.*

*The Issuer believes that the factors described below represent the principal structure and market related risks inherent in investing in the Sukuk but the inability of the Issuer to pay any amounts on or in connection with the Sukuk may occur for other reasons. Accordingly, the Issuer does not represent that the statements below regarding the risks of holding the Sukuk are exhaustive. Prospective investors should also read the information set out elsewhere in this Information Memorandum and reach their own views prior to making any investment decision.*

### **Risks related to the Mudaraba Assets**

Pursuant to the Mudaraba Agreement, a certain proportion of the Issuance Proceeds (being equal to an amount which is not more than 67 per cent. of the Aggregate Nominal Amount of the relevant Series of Sukuk) will be directly invested in the activities of the Issuer with a view to earning profit therefrom, which will in turn be applied towards payments due to the relevant Sukukholders in respect of that Series of Sukuk. An adverse change, or any event reasonably likely to involve any adverse change, in the condition (fiscal, economic, political or otherwise), general affairs or prospects of such investment may impact the value of, and profit earned from the investment in, the relevant Mudaraba Assets, which may, in turn, have a material adverse effect on the Issuer's ability to fulfil its payment obligations.

No diligence, investigation, enquiry or independent valuation has been or will be conducted in respect of any Mudaraba Assets. Accordingly, the value of the Mudaraba Assets will be determined by the Issuer in its sole discretion. If the Issuer's valuation of the Mudaraba Assets is inaccurate for any reason, this may impact the value of, and profit earned from the investment in, the relevant Mudaraba Assets, which may, in turn, have a material adverse effect on the Issuer's ability to fulfil its payment obligations under the Sukuk (including the Issuer's ability to repay the whole or part of the relevant Sukuk Capital).

This risk must be considered together with the fact that the Deferred Sale Prices payable by the Issuer pursuant to the terms of the Master Murabaha Agreement will not at any time exceed 85 per cent. of the Aggregate Nominal Amount of the relevant Series of Sukuk as are then current.

### **Risks related to the Murabaha Transactions**

Upon purchasing Commodities from the Seller and prior to selling the Commodities to an independent third party purchaser, the Issuer will for a limited period assume the operational risks associated with taking ownership of the Commodities. These risks include, without limitation:

- the ability to acquire such commodities;
- the risks associated with changes in taxation of such commodities;
- that the Commodities may suffer damage of a nature that reduces their value whilst in storage or during transit;
- that the Issuer's storage and/or transfer of the Commodities may cause environmental damage, such as pollution, leakage or contamination, which may breach environmental laws or regulations, making the Issuer susceptible to legal or financial recourse;
- that the Commodities may be liable to theft and or vandalism; or

- that the Commodities may be damaged by terrorist attacks, natural disasters, fire or other catastrophic events that are beyond the control of the Issuer.

To the extent that these risks are not mitigated, or fully covered, by any insurance taken out in respect of the Commodities, the occurrence of any of these events may have a material adverse effect on the value of the Commodities and/or the Issuer's ability to on-sell the Commodities which may, in turn, affect the Issuer's ability to perform its obligations (including payment obligations) under the Master Murabaha Agreement and relevant Murabaha Transactions, and in turn, in respect of the relevant Series of Sukuk.

### **Risks related to the Sukuk generally**

#### ***The Sukuk are limited recourse obligations***

Upon the occurrence of the Redemption Date, Partial Redemption Date, Sukukholder Put Right Date and/or Partial Periodic Distribution Date, the sole recourse of each Sukukholder will be against the Issuer to perform its obligations under the Sukuk Documents. The Sukukholders' Agent will have direct recourse to the Issuer to enforce the Issuer's payment obligations under the Sukuk Documents. Subject to Condition 13(b)(ii), in the absence of default by the Sukukholders' Agent, investors have no direct recourse to the Issuer. In addition, after enforcing or realising the Sukuk Assets and distributing the net proceeds of the Sukuk Assets in accordance with Condition 5.6 (*Sukuk – Application of proceeds*), the obligations of the Issuer in respect of the Sukuk shall be satisfied and no Sukukholder may take any further steps against the Issuer to recover any further sums in respect of the Sukuk and the right to receive any such sums unpaid shall be extinguished.

The Sukukholders will otherwise have no other recourse to any assets of the Issuer or the Mudaraba Assets. There can be no assurance that the proceeds of, or the realisation of, or the enforcement with respect to, the Sukuk Assets will be sufficient to make all payments due in respect of the relevant Series of Sukuk.

#### ***The Sukuk may be subject to early redemption***

If so specified in the Applicable Final Terms, a Series may, in accordance with Condition 11.2 (*Redemption of Sukuk – Redemption option*) be redeemed early, in whole, at the option of the Issuer. The ability to exercise an early redemption option is likely to limit the market value of the Sukuk. During any period when the Issuer may elect to redeem the Sukuk, the market value of the Sukuk generally will not rise substantially above the Early Redemption Amount payable. The Issuer may be expected to elect to redeem the Sukuk when it is able to raise funds at a cost of financing which is lower than the profit rate (including such additional amounts as are due and payable in connection with such redemption) on the Sukuk. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective profit rate as high as the profit rate on the Sukuk and may only be able to do so at a significantly lower rate. Potential investors should consider re-investment risk in light of other investments available at that time.

#### ***Provisions of the Conditions or the Sukuk Documents may be amended, modified or waived without the consent of the holders of all Sukuk***

The Master Declaration of Agency provides that the Sukukholders' Agent may agree, without the consent or sanction of the Sukukholders, to any modification (subject to certain exceptions as provided in the Master Declaration of Agency and subject to the approval of the Issuer) of, or to any waiver or authorisation of any breach or proposed breach of, any of the Conditions or any of the provisions of the Master Declaration of Agency or any other Sukuk Document, or may determine that an Event of Default shall not be treated as such which in any such case, in the opinion of the Sukukholders' Agent, is not materially prejudicial to the interests of the Sukukholders or to any modification of any of these Conditions or any of the provisions of the Master Declaration of Agency or any other Sukuk Document which is (in the opinion of the Sukukholders' Agent) of a formal, minor or technical nature or which is made to correct a manifest error or to comply with mandatory provisions of law.

In addition, any modification or actions relating to a Basic Terms Modification (as defined in the Master Declaration of Agency) can be passed as an Extraordinary Resolution at a meeting of Sukukholders duly convened and held by a majority consisting of not less than three-fourths of the votes cast (with a quorum requirement of one or more Persons holding or representing not less than two-thirds in Aggregate Nominal Amount of the Sukuk as are current as of such date or, at any adjourned meeting, one or more Persons holding or representing not less than one-third in Aggregate Nominal Amount of the Sukuk as are current as of such date).

There is a risk therefore that the terms and conditions of a Series of Sukuk may be amended, modified or waived in circumstances whereby not all holders of the relevant Series of Sukuk have consented to such

amendment, modification and/or waiver. Further, any such amendment, modification or waiver in relation to any Sukuk may adversely affect their trading price.

***The Sukukholders' Agent may request the Sukukholders to provide an indemnity and/or security and/or prefunding to its satisfaction***

In certain circumstances, including without limitation taking any proceedings pursuant to Condition 13 (*Enforcement and Exercise of Rights*), the Sukukholders' Agent may request the holders of the relevant Sukuk to provide an indemnity and/or security and/or prefunding to its satisfaction before it takes actions on behalf of the holders of such Sukuk. Negotiating and agreeing to an indemnity and/or security and/or prefunding can be a lengthy process and may impact on when such actions can be taken.

***Change of law***

The Conditions and the Sukuk Documents are based on Saudi Arabian law in effect as at the date of this Information Memorandum. No assurance can be given as to the impact of any possible judicial decision or change to Saudi Arabian law or administrative practice after the date of this Information Memorandum.

***Risks related to the market generally***

***An active secondary market in respect of the Sukuk may never be established or may be illiquid and this would adversely affect the value at which an investor could sell its Sukuk***

Sukuk issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market. Sukuk may have no established trading market when issued and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Sukuk easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for the Sukuk that are especially sensitive to interest rate or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Sukuk generally would have a more limited secondary market and more price volatility than conventional securities. Illiquidity may have a severely adverse effect on the market value of the Sukuk. See also "*General Information – Primary Dealer Agreements*".

***Legal investment considerations may restrict certain investments***

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent: (a) the Sukuk are legal investments for it; (b) the Sukuk can be used as collateral for various types of borrowing; and (c) other restrictions apply to its purchase or pledge of the Sukuk. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Sukuk under any applicable risk-based capital or similar rules.

## TERMS AND CONDITIONS OF THE SUKUK

### Introduction

*The following is the text of the Terms and Conditions of the Sukuk which (subject to modification and except for the introductory text in italics) will be attached and (subject to the provisions thereof) apply to each Global Sak.*

*The Applicable Final Terms in relation to any Series may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Series.*

The Kingdom of Saudi Arabia, acting through the Ministry of Finance (in its capacity as the issuer of Sukuk (as defined below) and agent on behalf of the Sukukholders, the "**Issuer**") has established a programme (the "**Programme**") for the issuance of sukuk ("**Sukuk**", which term includes any increase or decrease to the size of or amendments to the terms and conditions of any series of sukuk) in series (each a "**Series**"). In these Terms and Conditions (the "**Conditions**", and any reference herein to a numbered Condition is to the corresponding numbered provision hereof), references to Sukuk shall be references to the sukuk which are the subject of a final terms document (the "**Applicable Final Terms**") and references to the Applicable Final Terms are to the final terms (or the relevant provisions thereof) of that Series as completed by the Issuer at the time of issue of the relevant Series.

The Applicable Final Terms supplement these Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Conditions, replace or modify these Conditions for the purposes of each Global Sak issued in respect of a Series under the Programme.

References in these Conditions to Sukuk being "listed" (and all related references) shall mean that such Sukuk are deposited with the Securities Depository Centre (the "**Centre**") and listed on The Saudi Stock Exchange (Tadawul) (the "**Exchange**") or any alternative depository or exchange specified in the Applicable Final Terms. The Programme also permits Sukuk to be issued on the basis that: (i) they are only deposited with the Centre but not listed on the Exchange; or (ii) they are neither deposited with the Centre nor listed on the Exchange. The Applicable Final Terms will specify whether or not the Sukuk are to be deposited with the Centre and/or listed on the Exchange or any alternative depository or exchange.

Each of the Sukuk will represent an undivided ownership interest in the Sukuk Assets (as defined below) and will at all times rank *pari passu* among themselves.

Pursuant to a master declaration of agency (the "**Master Declaration of Agency**") dated 29 Shawwal 1441H (corresponding to 21 June 2020G) between the Issuer and a Person appointed to act as agent on behalf of the Sukukholders (the "**Sukukholders' Agent**", which expression includes any successor Sukukholders' Agent in relation to the Sukuk), the Sukukholders' Agent will be appointed to act as agent for and on behalf of the Sukukholders in respect of the relevant Series of Sukuk. Each Sukukholder by subscribing to, acquiring and/or holding Sukuk shall be deemed to authorise, ratify and approve the entry by the Sukukholders' Agent into the Sukuk Documents (as defined below) to which it is a party and agrees to the terms of each of the Sukuk Documents including, but not limited to, the appointment of the Sukukholders' Agent as agent of the Sukukholders in the Master Declaration of Agency. The appointment of the Sukukholders' Agent may be revoked or terminated (and the Sukukholders' Agent may resign its appointment) in accordance with the provisions of the Master Declaration of Agency.

Payments relating to the Sukuk will be made pursuant to a payment administration agreement (the "**Payment Administration Agreement**") dated 29 Shawwal 1441H (corresponding to 29 June 2020G) between the Issuer, the Sukukholders' Agent, a Person appointed to act as payment administrator (the "**Payment Administrator**") and a Person appointed to act as account bank (the "**Account Bank**"), (and each such expression includes any successor or alternative Payment Administrator or Account Bank).

Certain provisions of these Conditions are summaries of the Sukuk Documents and are subject to their detailed provisions. The Sukukholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Sukuk Documents applicable to them.

### 1. DEFINITIONS

- (a) Words and expressions used in the Applicable Final Terms shall have the same meanings where used in these Conditions. In addition, the following words and expressions shall have the following meanings:

"**Account Bank**" has the meaning given to it above under "*Introduction*";

"**Accumulated Losses Threshold**" means the percentage of the Mudaraba Capital as specified in the Applicable Final Terms;

"**Agents**" means the Account Bank and the Payment Administrator and "**Agent**" means any one of the Agents;

"**Aggregate Nominal Amount**" means the aggregate nominal amount for a Series of Sukuk as set out in the Applicable Final Terms;

"**Applicable Due Date**" means the date for payment of any Periodic Distribution Amount, or any other principal or distribution in respect of the Sukuk;

"**Applicable Final Terms**" has the meaning given to it above under "*Introduction*";

"**Authorised Holding**" has the meaning given to it in the Applicable Final Terms;

"**Authority**" means the Capital Market Authority of the Kingdom of Saudi Arabia;

"**Business Day**" means a day on which the Registrar is open for general business in Riyadh and on which, according to the business day schedule published by the Saudi Arabian Monetary Authority ("**SAMA**") from time to time, payments in Saudi Arabian Riyals can be made and settled through the Saudi Arabian Riyal Interbank Express (SARIE) system;

"**Business Day Convention**" means, where a Business Day Convention is specified in the Applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which a Periodic Distribution Date or Partial Periodic Distribution Date should occur or (y) if any Periodic Distribution Date or Partial Periodic Distribution Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (i) the Following Business Day Convention, such Periodic Distribution Date or Partial Periodic Distribution Date (as applicable) shall be postponed to the next day which is a Business Day;
- (ii) the Modified Following Business Day Convention, such Periodic Distribution Date or Partial Periodic Distribution Date (as applicable) shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Periodic Distribution Date or Partial Periodic Distribution Date (as applicable) shall be brought forward to the immediately preceding Business Day; or
- (iii) the Preceding Business Day Convention, such Periodic Distribution Date or Partial Periodic Distribution Date (as applicable) shall be brought forward to the immediately preceding Business Day;

"**Centre**" has the meaning given to it above under "*Introduction*";

"**Closed Period**" has the meaning given to it in Condition 3.5 (*Register, Title and Transfers – Transfer Record Dates and Closed Periods*);

"**Collection Account**" has the meaning given to it in Condition 5.2 (*Sukuk – Mudaraba Assets*);

"**Commodities**" has the meaning given to it in the Master Murabaha Agreement;

"**Conditions**" has the meaning given to it above under "*Introduction*";

"**Cost Price**" means, with respect to each Series of Sukuk and the corresponding Murabaha Transaction, the aggregate amount payable in Saudi Arabian Riyals to the relevant Supplier by or on behalf of the Seller for the purchase of the Commodities from the relevant Supplier by the Seller as set out in the Notice of Offer to Sell;



"Day Count Fraction" means, in respect of the calculation of an amount of distribution on any Sak for any period of time (from and including the first day of such period to but excluding the last) (the "Calculation Period"):

- (1) "Option 1" or "30/360 Standard": the fixed number of 30 days in a month multiplied by the number of months in such Calculation Period and, in the case of an incomplete month, the number of days elapsed of the month in which the Calculation Distribution Period falls (including the first day but excluding the last);
- (2) "Option 2", "30/360" or "360/360": the number of days in the relevant period divided by 360 calculated on a formula basis as follows:

$$\frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M<sub>2</sub>" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (3) "Option 3", "30E/360" or "30/360 ICMA": the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in Calculation Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D<sub>2</sub> will be 30;

- (4) "Option 4" or "30E/360 (ISDA)": the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

- "D1" is the first calendar day, expressed as a number, of the Calculation Period, unless: (1) that day is the last day of February; or (2) such number would be 31, in which case D1 will be 30; and
- "D2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless: (1) that day is the last day of February but not the Redemption Date; or (2) such number would be 31, in which case D2 will be 30;
- (5) "**Option 5**" or "**Actual/360**": the actual number of days in the Calculation Period divided by 360;
- (6) "**Option6**" or "**Actual/365 (Fixed)**": the actual number of days in the Calculation Period divided by 365;
- (7) "**Option 7**" or "**Actual/365 (Sterling)**": the actual number of days in the Calculation Period divided by 365 or, in the case of a Calculation Period falling in a leap year, 366;
- (8) "**Option 8**", "**Actual/Actual**" or "**Actual/Actual – ISDA**": the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of:  
 (1) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and  
 (2) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (9) "**Option 9**" or "**Actual/Actual – ICMA**":  
 (1) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of: (x) the number of days in such Determination Period; and (y) the number of Determination Periods normally ending in any year; and  
 (2) if the Calculation Period is longer than one Determination Period, the sum of:  
 (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of: (A) the number of days in such Determination Period; and (B) the number of Determination Periods normally ending in any year; and  
 (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of: (A) the number of days in such Determination Period; and (B) the number of Determination Periods normally ending in any year; or
- (10) "**Option 10**": such other day count formula as may be specified in the Applicable Final Terms from time to time;

"**Deferred Sale Price**" means, with respect to each Series of Sukuk and the corresponding Murabaha Transaction, the amount set out in the Notice of Offer to Sell being an amount equal to the aggregate of the relevant Cost Price and the relevant Initial Murabaha Profit or Subsequent Murabaha Profit;

"**Deferred Sale Price Instalment Amount**" means, in respect of each Series of Sukuk where the Deferred Sale Price Payment Basis is specified as Amortising, such portion of the Deferred Sale Price as is due and payable on each Deferred Sale Price Payment Date as set out in the Notice of Offer to Sell;

"**Deferred Sale Price Outstanding Instalment Amount**" means, at any time in respect of each Series of Sukuk where the Deferred Sale Price Payment Basis is specified as Amortising, such portion of the Total Murabaha Deferred Sale Price Outstanding as is due and payable on each subsequent Deferred Sale Price Payment Date (each such portion being an amount equal to a percentage of the Total Murabaha Deferred Sale Price Outstanding set out in the Notice of Offer to Sell);

"**Deferred Sale Price Payment Basis**" means the basis of payment of the Deferred Sale Price as specified in the Applicable Final Terms;

"**Deferred Sale Price Payment Date(s)**" means, with respect to each Series of Sukuk, in the case of the Initial Murabaha Contract, the date or dates set out in the Notice of Offer

to Sell; and, in respect of the Subsequent Murabaha Contracts the last day of each Periodic Distribution Period;

"**Determination Date**" means the date(s) specified as such in the Applicable Final Terms or, if none is so specified, the Periodic Distribution Date(s);

"**Determination Period**" means the period from and including a Determination Date in any year to but excluding the next Determination Date;

"**Early Redemption Amount**" means the amount specified as such in the Applicable Final Terms;

"**Event of Default**" has the meaning given to it in Condition 12 (*Events of Default*);

"**Event of Default Date**" has the meaning given to it in Condition 12 (*Events of Default*);

"**Event of Default Notice**" has the meaning given to it in Condition 12 (*Events of Default*);

"**Exchange**" has the meaning given to it above under "*Introduction*";

"**Exercise Notice**" has the meaning given to it in Condition 12 (*Events of Default*);

"**Exercise Period**" has the meaning given to it in Condition 12 (*Events of Default*);

"**Expiry Date**" means the date specified as such in the Applicable Final Terms;

"**Extraordinary Resolution**" has the meaning given to it in the Master Declaration of Agency;

"**Global Sak**" means the registered form global sak representing the Sukuk;

"**Guarantee**" means, in relation to any indebtedness of any Person, any obligation of another Person to pay such indebtedness including (without limitation): (a) any obligation to purchase such indebtedness; (b) any obligation to lend money, to purchase or subscribe for shares or other securities or to purchase assets or services in order to provide funds for the payment of such indebtedness; (c) any indemnity against the consequences of a default in the payment of such indebtedness; and (d) any other agreement to be responsible for such indebtedness or other like obligation;

"**Indebtedness**" means all obligations, and Guarantees in respect of obligations, for money borrowed or raised, including *Shari'ah* compliant financing, which is denominated or payable, or which at the option of the relevant creditor or holder thereof may be payable, in Saudi Arabian Riyals;

"**Initial Murabaha Capital**" means the amount specified as such in the Applicable Final Terms, being equal to an amount which, when aggregated with the Subsequent Murabaha Capital, is not more than 33 per cent. of the Aggregate Nominal Amount of the relevant Series of Sukuk;

"**Initial Murabaha Contract**" means a contract created on the Issue Date on the terms set out in Condition 5.4(a) (*Sukuk – Murabaha Transactions*) between the Seller and the Purchaser pursuant to clause 4(e) (*Murabaha Contract*) of the Master Murabaha Agreement by the exchange of a Notice of Offer to Sell and a Notice of Acceptance of Offer between the Seller and the Purchaser;

"**Initial Murabaha Cost Price**" means, with respect to each series of Sukuk and the corresponding Murabaha Transaction, the aggregate amount payable in Saudi Arabian Riyals to the relevant Supplier by or on behalf of the Seller for the purchase of the Commodities from the relevant Supplier by the Seller as set forth in Notice of Offer to Sell and which amount shall be equal to the relevant Initial Murabaha Capital;

"**Initial Murabaha Deferred Price**" means, with respect to each Series of Sukuk and the corresponding Murabaha Transaction, an amount equal to

- (i) the Initial Murabaha Cost Price; and

(ii) the Initial Murabaha Profit,

not to exceed, when aggregated with the Subsequent Murabaha Deferred Price due in respect of any outstanding Subsequent Murabaha Contract, 85 per cent. of the Aggregate Nominal Amount of the Sukuk of that Series;

**"Initial Murabaha Profit"** means, with respect to each Series of Sukuk and the corresponding Murabaha Transaction, an amount equal to:

(i) an amount which, when aggregated with the Subsequent Murabaha Deferred Price due in respect of the first Subsequent Murabaha Contract, does not exceed 85 per cent. of the Aggregate Nominal Amount of the Sukuk of that Series specified as such in the Applicable Final Terms; *less*

(ii) the Initial Murabaha Cost Price,

as set out in the Notice of Offer to Sell;

**"Issue Date"** means, in respect of each Series of Sukuk, the date specified as such in the Applicable Final Terms;

**"Issuer"** has the meaning given to it above under *"Introduction"*;

**"Issuer Call"** has the meaning given to it in the Applicable Final Terms;

**"Kingdom Event"** means any of the following events:

(a) the Issuer (acting in any capacity) fails to pay an amount in the nature of profit payable by it pursuant to any Sukuk Document to which it is a party and the failure continues for a period of thirty (30) days; or

(b) the Issuer (acting in any capacity) fails to perform or observe any of its other obligations under the Sukuk Documents to which it is a party and (except in any case where, in the opinion of the Sukukholders' Agent, acting reasonably, the failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of sixty (60) days following the service by the Sukukholders' Agent on the Issuer of notice requiring the same to be remedied;

**"Liability"** means any loss, damage, cost, fee, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of taxes, duties, *zakat*, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and properly incurred legal fees and expenses;

**"Margin"** has the meaning given to it in the Applicable Final Terms;

**"Master Declaration of Agency"** has the meaning given to it above under *"Introduction"*;

**"Master Murabaha Agreement"** means the master murabaha agreement dated 29 Shawwal 1441H (corresponding to 21 June 2020G) between the Issuer (as Purchaser) and the Sukukholders' Agent (as Seller);

**"Mudaraba"** has the meaning given to it in Condition 5.1 (*Sukuk – Sukuk Assets*);

**"Mudaraba Agreement"** means the mudaraba agreement dated 29 Shawwal 1441H (corresponding to 21 June 2020G) between the Issuer (acting as Mudareb) and the Sukukholders' Agent (acting as *rab-al-maal* as agent on behalf of the Sukukholders);

**"Mudaraba Assets"** means the assets specified in the Applicable Final Terms;

**"Mudaraba Capital"** means the amount specified as such in the Applicable Final Terms, being equal to an amount which is not less than 67 per cent. of the Aggregate Nominal Amount of the relevant Series of Sukuk;

**"Mudaraba Income"** means the income received by the Mudareb in respect of the Mudaraba Assets, less total costs (consisting of direct costs and allocated costs of such activities) relating thereto;

**"Mudaraba Profit"** has the meaning given to it in Condition 5.2 (*Sukuk – Mudaraba Assets*);

**"Mudareb"** means the Issuer in its capacity as *mudareb* under the Mudaraba Agreement;

**"Mudareb Profit"** has the meaning given to it in Condition 5.2 (*Sukuk – Mudaraba Assets*);

**"Murabaha Capital"** means the amount specified as such in the Applicable Final Terms, being equal to an amount which is not more than 33 per cent. of the Aggregate Nominal Amount of the relevant Series of Sukuk;

**"Murabaha Contract"** means a contract created between the Seller and the Purchaser pursuant to clause 4(e) (*Murabaha Contract*) of the Master Murabaha Agreement by the exchange of a Notice of Offer to Purchase and a Notice of Acceptance of Offer between the Seller and the Purchaser;

**"Murabaha Transaction"** means a transaction completed by:

- (ii) the delivery of a Notice of Offer to Sell by the Seller to the Purchaser;
- (iii) the delivery of the corresponding Notice of Acceptance of Offer by the Purchaser to the Seller; and
- (iv) the purchase of the Commodities by the Seller from the relevant Supplier and the conclusion of the corresponding Murabaha Contract between the Seller and the Purchaser for the purchase of such Commodities by the Purchaser from the Seller;

**"Notice of Acceptance of Offer"** means a notice to be delivered to the Seller (in accordance with and to the Seller's address or email address set out in Clause 19 (Notices) of the Master Murabaha Agreement) confirming the Purchaser's acceptance of the Seller's Notice of Offer to Sell for the relevant Deferred Sale Price, such notice to be substantially in the form set out in Schedule 2 (*Form of Notice of Acceptance of Offer*) of the Master Murabaha Agreement or in such other form as the Purchaser and the Seller shall agree. This notice to be delivered in the form of a hard copy or by way of electronic (e-mail) notification;

**"Notice of Offer to Sell"** means a notice to be delivered by the Seller to the Purchaser offering to sell the relevant Commodities for the terms set out in this notice. This notice to include a confirmation of:

- (a) the terms upon which the Commodities were purchased by the Seller; and
- (b) the terms which will apply to the Murabaha Contract to be entered into between the Seller and the Purchaser in respect of such Commodities,

This notice to be delivered in the form of a hard copy or by way of electronic (e-mail) notification (in accordance with and to the Purchaser's address or email address set out in Clause 19 (Notices) of the Master Murabaha Agreement) and to be substantially similar to the form set out in Schedule 1 (Form of Notice of Offer to Sell) of the Master Murabaha Agreement or in such other form as the Purchaser and the Seller shall agree;

**"Optional Redemption Date"** has the meaning given to it in Condition 11.2 (*Redemption of Sukuk – Redemption option*);

**"Partial Periodic Distribution Amount"** means, in relation to any Partial Periodic Distribution Date, an amount calculated on the basis of the Day Count Fraction specified in the Applicable Final Terms;

**"Partial Periodic Distribution Date"** means any Redemption Date or Sukukholder Put Right Date or other date on which the relevant Sukuk are redeemed in full which, in each case, is not also a Periodic Distribution Date, subject to adjustment in accordance with the applicable Business Day Convention;

**"Partial Redemption Date"** has the meaning given to it in the Applicable Final Terms;

**"Payment Administration Agreement"** has the meaning given to it above under *"Introduction"*;

**"Payment Administrator"** has the meaning given to it above under *"Introduction"*;

**"Period"** means 360 days, 365 days or 366 days, as applicable (depending on the relevant Day Count Fraction applied) and as specified in the Applicable Final Terms;

**"Periodic Distribution Amount"** means the amount expected to be paid by the Issuer as further described in Condition 6 (*Fixed Periodic Distribution Provisions*) or Condition 7 (*Floating Periodic Distribution Provisions*) as applicable;

**"Periodic Distribution Date"** has the meaning given to it in the Applicable Final Terms, subject to Condition 6.3 (*Fixed Periodic Distribution Provisions – Cessation of accrual*) or Condition 7.4 (*Floating Periodic Distribution Provisions – Cessation of accrual*), as applicable;

**"Periodic Distribution Determination Date"** means the date specified as such in the Applicable Final Terms;

**"Periodic Distribution Period"** means the period from and including the Issue Date to but excluding the first Periodic Distribution Date, and each successive period from and including a Periodic Distribution Date to but excluding the next succeeding Periodic Distribution Date;

**"Person"** means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

**"Profit Rate"** has the meaning given to it in the Applicable Final Terms;

**"Programme"** has the meaning given to it above under *"Introduction"*;

**"Purchaser"** means the Issuer in its capacity as purchaser under the Master Murabaha Agreement;

**"Qualified Person"** means:

- (i) a natural person who is considered to be resident in Saudi Arabia in accordance with the Income Tax Law issued by Royal Decree no. M/1 dated 15/1/1425H (as amended) and the implementing regulations thereof (the **"Income Tax Law"**); or
- (ii) a legal person who is considered to be resident in Saudi Arabia in accordance with the Income Tax Law and who is holding a current commercial registration number issued by the Ministry of Commerce and Investment. However, the requirement for such legal person to hold a current commercial registration number issued by the Ministry of Commerce and Investment would not apply to Saudi Arabian governmental entities and funds, charity foundations, mutual funds established in Saudi Arabia and managed by a person authorised by the Authority or any other entity established in Saudi Arabia pursuant to laws or regulations that do not require such entity to hold a commercial registration;
- (iii) a person who is registered with the Authority in accordance with the Rules for Qualified Foreign Financial Institutions Investment in Listed Securities issued by the Board of the Authority pursuant to its Resolution no. 1-42-2015 dated 15/7/1436H (as amended) (the **"QFI Rules"**) or any other Saudi rules or regulations to invest in listed or unlisted securities;

- (iv) a natural person who is considered to be a citizen of a member state (a "**GCC State**") of the Cooperation Council for the Arab States of the Gulf (the "**GCC**"), or a legal person (i) the majority of the capital of which is owned by a person considered to be a citizen of a GCC State or by the government of a GCC State; and (ii) which is considered to be a citizen of a GCC State, in each case accordance with the definition(s) set out in the Resolution of the Supreme Council of the GCC in its 15th session and approved by Saudi Council of Ministers Resolution no. 16 dated 20/01/1418H; or
- (v) any other category of person specified in the Applicable Final Terms as being a Qualified Person;

"**Redemption Basis**" means the basis of redemption of the Sukuk and of repayment of the Sukuk Capital specified in the Applicable Final Terms;

"**Redemption Date**" means the Expiry Date, the relevant Optional Redemption Date (where applicable) or an Event of Default Date;

"**Reference Banks**" means each of three (3) banks licensed by the Saudi Arabian Monetary Authority and engaged in the Saudi interbank market selected by or on behalf of the Issuer;

"**Reference Rate**" has the meaning given to it in the Applicable Final Terms;

"**Register**" means the registry system administered by the Registrar or any successor entity;

"**Registrar**" means the Centre (and includes any successor registrar as may be appointed in accordance with the provisions of the Registry Agreement), and where the Applicable Final Terms specify that the Sukuk will not be deposited with the Centre, then the Registrar shall be as specified in the Applicable Final Terms;

"**Registry Agreement**" means the registry agreement to be entered into between the Issuer and the Registrar in relation to the Sukuk on or about the Issue Date of the relevant Series;

"**Relevant Percentage**" means, with respect to each Series of Sukuk, the percentage calculated as follows:

$$\frac{P \times 100}{C}$$

where

P = the aggregate nominal amount of Sukukholder Put Right Sukuk; and

C = the Aggregate Nominal Amount of the Sukuk as are then current;

"**Relevant Screen Page**" has the meaning given to it in the Applicable Final Terms;

"**Required Amount**" means, in relation to each Series of Sukuk:

- (a) in respect of each Periodic Distribution Date, the amount required in order to pay in full, when due, the applicable Periodic Distribution Amount;
- (b) in respect of any Partial Periodic Distribution Date, the amount required in order to pay in full, when due, the Partial Periodic Distribution Amount;
- (c) if the Redemption Basis is specified as Amortising, in respect of each Partial Redemption Date:
  - (i) the amount required in order to pay in full, when due, the relevant Sukuk Capital Instalment Amount in respect of the aggregate of all Sukuk that are current; *less*

- (ii) the Deferred Sale Price Outstanding Instalment Amount due on the Deferred Sale Price Payment Date falling on such Partial Redemption Date (to the extent that the same has been paid by the Purchaser to the Sukuk Account);
- (d) in respect of any Sukukholder Put Right Date:
  - (i) the amount required in order to pay in full, when due, the relevant Early Redemption Amount in respect of the relevant Sukukholder Put Right Sukuk; *less*
  - (ii) the relevant Sukukholder Put Right Deferred Sale Price (to the extent that the same has been paid by the Purchaser to the Sukuk Account); and
- (e) in respect of the applicable Redemption Date:
  - (i) the amount required in order to pay in full, when due, the Total Sukuk Capital Outstanding; *less*
  - (ii) the Total Murabaha Deferred Sale Price Outstanding for such Series of Sukuk (to the extent that the same has been paid by the Purchaser to the Sukuk Account);

**"Required Sukukholders"**, as of any date, means the Sukukholders holding more than 50 per cent. of the Aggregate Nominal Amount of the Series as are current on such date;

**"SAR"** or **"Saudi Arabian Riyals"** means the lawful currency of Saudi Arabia;

**"Screen Rate"** means the rate appearing on the Relevant Screen Page;

**"Seller"** means the Sukukholders' Agent in its capacity as seller under the Master Murabaha Agreement;

**"Series"** has the meaning given to it above under *"Introduction"*;

**"Settlement Date"** means, with respect to the Commodities which are the subject of a Notice of Offer to Sell in relation to a Series of Sukuk, the date for the payment of the Cost Price by or on behalf of the Seller to the relevant Supplier, such date as specified in the relevant Notice of Offer to Sell;

**"Shortfall"** means a shortfall arising one (1) Business Day prior to any Partial Periodic Distribution Date, Partial Redemption Date, Sukukholder Put Right Date or the applicable Redemption Date (after payment of the relevant Total Murabaha Deferred Sale Price Outstanding or, as the case may be, Deferred Sale Price Outstanding Instalment Amount or Sukukholder Put Right Deferred Sale Price falling due on the Deferred Sale Price Payment Date(s) corresponding to the relevant Partial Periodic Distribution Date, Partial Redemption Date, Sukukholder Put Right Date and/or Redemption Date, as applicable, in each case into the relevant Sukuk Account on such date) between:

- (i) the amounts standing to the credit of the relevant Sukuk Account; and
- (ii) the Required Amounts relating to the relevant Partial Periodic Distribution Date, Partial Redemption Date, Sukukholder Put Right Date or Redemption Date, as applicable;

**"Specified Denominations"** has the meaning given to it in the Applicable Final Terms;

**"Subsequent Murabaha Capital"** means the amount specified as such in the Applicable Final Terms, being equal to an amount which, when aggregated with the Initial Murabaha Capital is not more than 33 per cent. of the Aggregate Nominal Amount of the relevant Series of Sukuk;

**"Subsequent Murabaha Contract"** means a contract (other than an Initial Murabaha Contract) created between the Seller and the Purchaser pursuant to clause 4(e) (*Murabaha Contract*) of the Master Murabaha Agreement by the exchange of a Notice of Offer to Sell and a Notice of Acceptance of Offer between the Seller and the Purchaser;



**"Subsequent Murabaha Contract Payment Amount"** means an amount equal to:

- (i) the Periodic Distribution Amount that is expected to be paid to the Sukukholders in connection with the Sukuk in accordance with the Conditions on the Periodic Distribution Date immediately succeeding the Deferred Sale Price Payment Date of the relevant Subsequent Murabaha Contract; *less*
- (ii) the Mudaraba Income credited to the Sukuk Account in accordance with these Conditions on the Deferred Sale Price Payment Date of the relevant Subsequent Murabaha Contract for payment of the Periodic Distribution Amount referred to in paragraph (i) above;

**"Subsequent Murabaha Cost Price"** means, with respect to each series of Sukuk and the corresponding Murabaha Transaction, the aggregate amount payable in Saudi Arabian Riyals to the relevant Supplier by or on behalf of the Seller for the purchase of the Commodities from the relevant Supplier by the Seller as set forth in the Notice of Offer to Sell and which amount with respect to the first Subsequent Murabaha Contract shall be equal to the relevant Subsequent Murabaha Capital;

**"Subsequent Murabaha Deferred Price"** means, with respect to each Series of Sukuk and the corresponding Murabaha Transaction, an amount equal to:

- (i) the Subsequent Murabaha Cost Price; and
- (ii) the Subsequent Murabaha Profit,

provided, that such amount shall not exceed, when aggregated with the Initial Murabaha Deferred Price and any other outstanding Subsequent Murabaha Deferred Price, 85 per cent. of the Aggregate Nominal Amount of the Sukuk of that Series;

**"Subsequent Murabaha Profit"** means, with respect to each Series of Sukuk and the corresponding Murabaha Transaction, an amount equal to:

- (i) an amount which, when aggregated with the Initial Murabaha Deferred Price, is equal to 85 per cent. of the Aggregate Nominal Amount of the Sukuk of that Series specified as such in the Applicable Final Terms; *less*
- (ii) the Subsequent Murabaha Cost Price,

as set out in the Notice of Offer to Sell;

**"Sukuk Account"** has the meaning given to it in Condition 5.1 (*Sukuk – Sukuk Assets*);

**"Sukuk Assets"** has the meaning given to it in Condition 5.1 (*Sukuk – Sukuk Assets*);

**"Sukuk Capital"** means the amount specified as such in the Applicable Final Terms, being equal to the Aggregate Nominal Amount of the relevant Series of Sukuk (but without prejudice to Condition 4.3 (*Status; Set-Off; Limited Recourse – Limited recourse*));

**"Sukuk Capital Instalment Amount"** means, in respect of each Series of Sukuk where the Redemption Basis is specified as Amortising, such portion of the Sukuk Capital as is due and payable on each Partial Redemption Date as specified in the Applicable Final Terms;

**"Sukuk Documents"** means, in respect of each Series of Sukuk: (1) the Mudaraba Agreement; (2) the Master Declaration of Agency; (3) the Registry Agreement; (4) the Payment Administration Agreement; (5) the Master Murabaha Agreement and each Murabaha Contract; and (6) the Sukuk (including the Global Sak);

**"Sukuk Proceeds Account"** has the meaning given to it in Condition 5.1 (*Sukuk – Sukuk Assets*);

**"Sukukholder"** means the Person in whose name any of the Sukuk is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof);

"**Sukukholder Put Right**" means the right of a Sukukholder to require that the Issuer redeem the Sukuk held by such Sukukholder in accordance with Condition 11.3 (*Redemption of Sukuk – Redemption at the option of the Sukukholders*);

"**Sukukholder Put Right Date**" has the meaning given to it in the Applicable Final Terms;

"**Sukukholder Put Right Deferred Sale Price**" means, at any time in respect of a Series of Sukuk in respect of which a Sukukholder Put Right is specified as applicable in the Applicable Final Terms, an amount equal to the Relevant Percentage of the Total Murabaha Deferred Sale Price Outstanding of such Series;

"**Sukukholder Put Right Sukuk**" means, in respect of a Series of Sukuk, those Sukuk in respect of which a Sukukholder Put Right is exercised;

"**Sukukholders' Agent**" has the meaning given to it above under "*Introduction*";

"**Supplier**" means the vendor(s) of the Commodities which are the subject of the Notice of Offer to Sell;

"**Term**" means the term of any Murabaha Transaction, as such period may be reduced on the occurrence of the Redemption Date in accordance with the terms of the Master Murabaha Agreement;

"**Total Murabaha Deferred Sale Price Outstanding**" means, at any time in respect of a Series of Sukuk, the amount of the applicable Deferred Sale Price that has not yet been paid by the Purchaser to the Seller;

"**Total Sukuk Capital Outstanding**" means, at any time in respect of a Series of Sukuk, the amount of the Sukuk Capital (including, if applicable and without double counting, any Sukuk Capital Instalment Amounts) that has not yet been paid to the Sukukholders; and

"**Transfer Record Date**" has the meaning given to it in the Applicable Final Terms. For the avoidance of doubt, if the Transfer Record Date is specified in the Applicable Final Terms as being the "Applicable Due Date", all references in these Conditions to: (i) "the Transfer Record Date immediately preceding the last day of such Periodic Distribution Period" shall be deemed to instead be "the Applicable Due Date"; and (ii) "the Transfer Record Date immediately preceding the Partial Periodic Distribution Date" shall be deemed to instead be "the Applicable Due Date";

- (b) Without prejudice to its status for any other purpose, Sukuk shall be considered to be **current** unless such Sukuk have been redeemed pursuant to Condition 11 (*Redemption of Sukuk*), purchased under Condition 9 (*Purchase and Cancellation of Sukuk*) or redeemed under Condition 12 (*Events of Default*) (and in each case has been cancelled); **provided however, that**, for the purposes of:
- (i) ascertaining the right to attend and vote at any meeting of Sukukholders;
  - (ii) Condition 14.1 (*Meetings of Sukukholder; Modification – Meetings of Sukukholders*) and schedule 3 of the Declaration of Agency (*Provisions for Meetings of Sukukholders*);
  - (iii) determining the Required Sukukholders for the purposes of Condition 12 (*Events of Default*);
  - (iv) Condition 13 (*Enforcement and Exercise of Rights*) and clause 8.4 (*Enforcement and Exercise of Rights*) of the Declaration of Agency;
  - (v) any discretion, power or authority (whether contained in these Conditions or any Sukuk Document or vested by operation of law) which the Issuer or the Sukukholders' Agent is required, expressly or impliedly, to exercise in or by reference to the interests of the Sukukholders or any of them; and

- (vi) any determination by the Sukukholders' Agent that any event, circumstance, matter or thing is, in its opinion, materially prejudicial to the interests of the Sukukholders or any of them,

those Sukuk (if any) which are for the time being held by or for the benefit of the Issuer shall (unless and until ceasing to be so held) be deemed not to be current. For the avoidance of doubt, any Sukuk held by bodies of the Government of the Kingdom of Saudi Arabia or entities that are affiliated therewith (including funds, authorities, agencies and foundations), other than the Ministry of Finance, shall not be considered as being held by or for the benefit of the Issuer for the purpose of this paragraph.

- (c) All references in these Conditions to an agreement, instrument or other document (including the Sukuk Documents) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated.

## 2. **FORM AND DENOMINATION**

The Sukuk are issued in dematerialised registered form in the Specified Denominations. Each Series of Sukuk will be collectively represented by a Global Sak which will be deposited with the Sukukholders' Agent. Individual Sukuk representing holdings of the Global Sak will not be issued but Sukukholders will on request be entitled to receive a statement from the Registrar recording their holding of Sukuk. The Global Sak will represent all of the Sukuk of each Series that are current and the ownership by the Sukukholders of an undivided ownership interest in the Sukuk Assets.

## 3. **REGISTER, TITLE AND TRANSFERS**

### 3.1 **Register**

The Registrar will maintain the Register in respect of the Sukuk in accordance with the provisions of the Registry Agreement. Only Qualified Persons may be registered as Sukukholders.

### 3.2 **Title**

Each Sukukholder who is a Qualified Person shall (except as otherwise required by law) be treated as the absolute owner of such Sukuk for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein).

### 3.3 **Transfers**

Subject to Condition 3.5 (*Register, Title and Transfers – Transfer Record Dates and Closed Periods*) and Condition 3.6 (*Register, Title and Transfers – Regulations concerning transfers and registration*), the Sukuk may be transferred in accordance with the regulations and procedures established by the Registrar or the Exchange (as applicable). The Sukuk may not be transferred unless:

- (a) the nominal amount of the Sukuk to be transferred together with any existing holding of Sukuk by the party acquiring the Sukuk to be transferred is not less than the Authorised Holding;
- (b) where not all the Sukuk held by a Sukukholder are being transferred, the nominal amount of the balance of Sukuk not transferred is not less than the Authorised Holding;
- (c) the transferee is a Qualified Person; and
- (d) any other secondary market requirements set out in the Applicable Final Terms are complied with.

### 3.4 **Transfer charges**

The transfer of Sukuk will be subject to a charge by the Registrar and the Exchange (if applicable) in accordance with its schedule of charges in force for its services and all such charges shall be borne solely by the transferring Sukukholder and the transferee in accordance with the Registrar's practice and the Exchange's practice (as applicable). For the avoidance of doubt, none of the Issuer,

the Sukukholders' Agent or the Agents shall be liable to pay any such charges imposed by the Registrar or the Exchange (if applicable).

### 3.5 **Transfer Record Dates and Closed Periods**

No Sukukholder may require the transfer of any Sukuk to be effected during the period starting at the Transfer Record Date, and ending on (and including) the applicable due date itself (each such period being a "**Closed Period**"). All payments in respect of the Sukuk shall be paid to such Persons as are registered as Sukukholders of the Sukuk at the opening of business on the relevant Transfer Record Date subject to (for the avoidance of doubt) each such person being a Qualified Person. The Registrar may after each Issue Date modify these Conditions insofar as they relate to the registration of transfers effected during Closed Periods by notice to the Issuer, the Sukukholders' Agent, the Payment Administrator and the Sukukholders. The regulations and procedures of the Registrar shall prevail in the event that they differ from or conflict with the provisions of this Condition.

### 3.6 **Regulations concerning transfers and registration**

All transfers of Sukuk and entries on the Register are subject to the regulations and procedures of the Registrar and the provisions of the Registry Agreement. The regulations may be changed by the Registrar at any time.

## 4. **STATUS; SET-OFF; LIMITED RECOURSE**

### 4.1 **Status**

The Sukuk constitute undivided ownership interests of the Sukukholders in the Sukuk Assets and will at all times rank *pari passu*, without any preference or priority, with all other Sukuk of such Series. The obligations of the Issuer under the Sukuk Documents will constitute direct, unconditional, unsubordinated, unsecured and limited recourse obligations of the Issuer and shall (save for certain obligations required to be preferred by provisions of law) rank *pari passu* with all other Indebtedness of the Kingdom, from time to time outstanding, **provided, further, that** the Issuer shall have no obligation to effect equal or rateable payment(s) at any time with respect to any such other Indebtedness and, in particular, shall have no obligation to pay other Indebtedness at the same time or as a condition of paying sums due under the Sukuk Documents in respect of each Series of Sukuk, and *vice versa*.

Sukukholders will have no recourse to any assets of the Issuer (other than the Sukuk Assets), the Sukukholders' Agent, the Agents or any of their respective affiliates in respect of any shortfall in the expected amounts from the Sukuk Assets.

The net proceeds of the realisation of, or enforcement with respect to, the Sukuk Assets may not be sufficient to make all payments due in respect of the Sukuk. If, following the distribution of such proceeds, there remains a shortfall in payments due under the Sukuk, no Sukukholder will have any claim against the Issuer, the Sukukholders' Agent, the Agents or any of their respective affiliates in respect of such shortfall and any unsatisfied claims of Sukukholders shall be extinguished.

The obligations of the Issuer under the Sukuk Documents are not secured by any assets, security or guarantee by a third party.

### 4.2 **Set-off**

No Sukukholder may exercise or claim any right of set-off in respect of any amount owed to it by the Issuer arising under or in connection with the Sukuk and each Sukukholder, by virtue of its subscription, purchase, acquiring, or holding of any Sukuk, shall be deemed to have waived all such rights of set-off to the fullest extent permitted by law.

### 4.3 **Limited recourse**

Upon the occurrence of the Redemption Date, Partial Redemption Date, Sukukholder Put Right Date, and/or Partial Periodic Distribution Date, the sole recourse of each Sukukholder will be against the Issuer to perform its obligations under the Sukuk Documents. The Sukukholders will otherwise have no other recourse to any assets of the Issuer or the Mudaraba Assets. There can be

no assurance that the proceeds or the realisation of, or the enforcement with respect to, the Sukuk Assets will be sufficient to make all payments due in respect of the Sukuk.

## 5. **SUKUK**

### 5.1 **Sukuk Assets**

In relation to each Series, on the Issue Date, the proceeds of the subscription of the Sukuk shall be deposited by the Sukukholders into an account held in the name of the Sukukholders' Agent with the Account Bank (for and on behalf of the Sukukholders) and operated by the Sukukholders' Agent (the "**Sukuk Proceeds Account**").

In relation to each Series, on or before the Issue Date, an account shall be established by (or on behalf of) and held in the name of the Issuer with the Account Bank and operated by the Payment Administrator on behalf of the Issuer (the "**Sukuk Account**").

On the Issue Date, the Sukukholders' Agent shall, from the amounts standing to the credit of the Sukuk Proceeds Account and on the instruction of the Issuer:

- (a) provide the Mudaraba Capital to or to the order of the Mudareb to apply as the capital of the mudaraba (the "**Mudaraba**") constituted by the Mudaraba Agreement and, in accordance with the terms of the Mudaraba Agreement, the Mudareb shall invest the Mudaraba Capital in the Mudaraba Assets; and
- (b) apply the remaining amount standing to the credit of the Sukuk Proceeds Account (i.e., the Murabaha Capital) in one or more Murabaha Transactions to be entered into by the Seller for and on behalf of the Sukukholders with the Purchaser pursuant to the Master Murabaha Agreement and Condition 5.4 (*Sukuk – Murabaha Transactions*).

The "**Sukuk Assets**" shall comprise:

- (i) the Sukukholders' Agent's share (for the benefit of the Sukukholders) in the Mudaraba Assets (as assessed in accordance with Condition 5.2 (*Sukuk – Mudaraba Assets*));
- (ii) the Sukukholders' Agent's interest as Seller (for the benefit of the Sukukholders) in the Murabaha Transactions (including the Deferred Sale Prices) and its rights under the Master Murabaha Agreement;
- (iii) the Sukukholders' Agent's rights in, to and under the Sukuk Documents;
- (iv) any amounts standing to the credit of the Sukuk Account and the Collection Account; and
- (v) the payment obligations of the Mudareb and the Purchaser under the Mudaraba Agreement and the Master Murabaha Agreement, respectively.

None of the Issuer (so long as it performs its obligations under the Sukuk Documents), the Sukukholders' Agent or the Agents are responsible for the performance or the profitability of the Sukuk Assets or for the share and amount of the distributions (if any) made to the Sukukholders.

The Issuer has undertaken pursuant to the Master Declaration of Agency to remain the Mudareb until the Expiry Date of the Sukuk. If the Issuer ceases to act as Mudareb under the Mudaraba Agreement prior to the Expiry Date of the Sukuk, such event shall constitute a breach of the specified clause of the Master Declaration of Agency as of the date of the event.

### 5.2 **Mudaraba Assets**

On the Issue Date, the Mudareb shall invest the Mudaraba Capital of such Series in the Mudaraba Assets.

The Sukukholders' Agent and the Mudareb have agreed and acknowledged in the Mudaraba Agreement that the Mudareb shall be entitled, in its sole and absolute discretion, to:

- (i) use all or any part of the Mudaraba Assets as it sees fit, subject to the terms of the Mudaraba Agreement;
- (ii) commingle its own assets and funds with the Mudaraba Assets;
- (iii) substitute any part of the Mudaraba Assets for interests in other *Shari'ah* compliant assets of a value equivalent to the value of the relevant Mudaraba Assets as determined by the Mudareb in its sole and absolute discretion; and
- (iv) purchase for its own account at a price immediately payable without any provision for credit, or sell to any third party, at any time, all or any part of the Sukukholders' Agent's (for the benefit of the Sukukholders) share of the Mudaraba Assets. The price payable for such Mudaraba Assets shall be determined in accordance with a formula set out in the Applicable Final Terms and shall be reinvested in the Mudaraba by the Mudareb.

The Mudareb shall from time to time have the right to act as *mudareb* for other sukukholders in connection with other Series of Sukuk under the Programme or otherwise and to invest further for its own account (whether from its own funds or funds from other sources) and/or for other investors or sukukholders who agree to invest with it in the Mudaraba Assets. The Sukukholders' Agent's entitlements (for the benefit of the Sukukholders) and the Issuer's entitlements (for its own account and/or for the account of such other investors or sukukholders who agree to so invest with it) to the Mudaraba Assets shall be *pro rata* to their respective shares from time to time in the aggregate investment in the Mudaraba Assets.

The Mudaraba Income (excluding Mudareb Profit) shall be credited to an account of record to be maintained by the Mudareb in its books for and on behalf of the Sukukholders (the "**Collection Account**").

For the purposes of calculating the Mudaraba Income, at or prior to 10 a.m. (Riyadh time) one (1) Business Day prior to each Periodic Distribution Date or any Partial Periodic Distribution Date, as the case may be, the Mudareb shall calculate the Mudaraba Income received during the then current Periodic Distribution Period on the basis of a constructive liquidation of the Mudaraba Assets carried out on the basis of a valuation of the Mudaraba Assets made by the Mudareb one (1) Business Day prior to the relevant Periodic Distribution Date or Partial Periodic Distribution Date and shall credit the same (excluding Mudareb Profit) to the Collection Account.

The proportional profit shares of the Sukukholders (being the "**Mudaraba Profit**") and the Mudareb (being the "**Mudareb Profit**") in any Mudaraba Income shall be calculated using the ratios set out in the Applicable Final Terms.

At or prior to 10 a.m. (Riyadh time) one (1) Business Day prior to each Periodic Distribution Date, the Mudareb shall apply the amounts standing to the credit of the Collection Account (in each case only to the extent of funds available in such Collection Account) for the payment of Periodic Distribution Amounts by crediting to the Sukuk Account the Required Amount needed to pay in full the Periodic Distribution Amount relating to that Periodic Distribution Date.

At or prior to 10 a.m. (Riyadh time) one (1) Business Day prior to any Partial Periodic Distribution Date or Partial Redemption Date or Sukukholder Put Right Date or the Redemption Date (as the case may be), the Mudareb shall apply the amounts standing to the credit of the Collection Account (in each case only to the extent of funds available in such Collection Account) for the payment of amounts due to the Sukukholders in accordance with these Conditions on the relevant Partial Periodic Distribution Date or Partial Redemption Date or Sukukholder Put Right Date or the Redemption Date (as the case may be) by crediting such amounts to the Sukuk Account in an amount equal to any Shortfall.

Any surplus Mudaraba Profit remaining in the Collection Account after the application of the amounts referred to above in this Condition 5.2 (*Sukuk – Mudaraba Assets*) shall be reinvested by the Mudareb on behalf of the Sukukholders' Agent (for the benefit of the Sukukholders) in the Mudaraba Assets.

The Mudareb shall compensate the Sukukholders' Agent (for the benefit of the Sukukholders) for any actual losses (excluding consequential loss, opportunity cost and cost of funds) incurred by the

relevant Sukukholders in respect of the Mudaraba Assets occurring as a direct result of a breach by the Mudareb of, or its gross negligence or wilful misconduct in performing its obligations under, the Mudaraba Agreement. Any losses in respect of the Mudaraba Assets shall be borne by the Sukukholders only if the Mudareb proves that such losses did not occur as a direct result of its breach, gross negligence or wilful misconduct in performing its obligations under the Mudaraba Agreement.

### 5.3 Liquidation of the Mudaraba

The Mudareb shall liquidate the Mudaraba on the applicable Redemption Date or, if the value of the Sukukholders' Agent's (for the benefit of the Sukukholders of such Series of Sukuk) share of the Mudaraba Assets is less than the Accumulated Losses Threshold of the Mudaraba Capital by reference to the most recent valuation of the Mudaraba Assets. The proceeds of such liquidation (being the then current value of the Sukukholders' Agent's (for the benefit of the Sukukholders of such Series of Sukuk) share of the Mudaraba Assets) shall be used by the Mudareb to pay to any amounts due but unpaid on such Redemption Date by payment of such amounts into the Sukuk Account at or prior to 10 a.m. (Riyadh time) one Business Day prior to the Redemption Date (but only to the extent that, at such time on such date, amounts are required by the Issuer to be credited to the Sukuk Account in order for the Issuer to be able to pay any Shortfall). Any surplus proceeds of such liquidation, after payment of the amounts (if any) described above in this Condition 5.3 (*Sukuk – Liquidation of the Mudaraba*) and any amounts accruing pursuant to Condition 6.3 (*Fixed Periodic Distribution Provisions – Cessation of accrual*) or Condition 7.4 (*Floating Periodic Distribution Provisions – Cessation of accrual*) (as applicable), may be retained by the Mudareb as an incentive fee for its own account.

### 5.4 Murabaha Transactions

On the Issue Date, the Seller, acting for and on behalf of the Sukukholders, and the Purchaser shall enter into two Murabaha Transactions on the terms set out in the Master Murabaha Agreement.

- (a) A Murabaha Transaction for the creation of an Initial Murabaha Contract, the terms of which shall specify, *inter alia*:
  - (i) that the Initial Murabaha Cost Price shall be equal to the Initial Murabaha Capital;
  - (ii) that, subject to paragraph (vi) below, the Term shall be fixed in accordance with the Notice of Offer to Sell;
  - (iii) that, subject to paragraph (vi) below, where the Deferred Sale Price Payment Basis is specified as Bullet, the Deferred Sale Price Payment Date shall be the Expiry Date;
  - (iv) subject to paragraph (vi) below, where the Deferred Sale Price Payment Basis is specified as Amortising, the relevant Deferred Sale Price Payment Dates;
  - (v) the Initial Murabaha Profit; and
  - (vi) that, on the applicable Redemption Date or Sukukholder Put Right Date, the Deferred Sale Price or, as the case may be, the Sukukholder Put Right Deferred Sale Price shall become immediately due and payable.
- (b) A Murabaha Transaction for the creation of a Subsequent Murabaha Contract, the terms of which shall specify, *inter alia*:
  - (i) that the Subsequent Murabaha Cost Price shall be equal to the Subsequent Murabaha Capital;
  - (ii) that, subject to paragraph (v) below, the Term shall be until the last day of the relevant Periodic Distribution Period;
  - (iii) that, subject to paragraph (v) below, the Deferred Sale Price Payment Date shall be the last day of the relevant Periodic Distribution Period;
  - (iv) the Subsequent Murabaha Profit; and

- (v) that, on the applicable Redemption Date or Sukukholder Put Right Date, the Deferred Sale Price or, as the case may be, the Sukukholder Put Right Deferred Sale Price shall become immediately due and payable.

On the Deferred Price Payment Date of each other Subsequent Murabaha Transaction, except for the Deferred Price Payment Date falling immediately prior to the applicable Redemption Date, the Seller, acting for and on behalf of the Sukukholders, and the Purchaser shall enter into a further Subsequent Murabaha Transaction. An amount equal to the Deferred Sale Price of the maturing Subsequent Murabaha Transaction *less* the Subsequent Murabaha Contract Payment Amount paid by the Purchaser to the Sukuk Account on that Deferred Price Payment Date shall be applied as the Subsequent Murabaha Cost Price of the further Subsequent Murabaha Transaction entered into between by the Seller and the Purchaser on that date.

The Subsequent Murabaha Contract Payment Amount, any Deferred Sale Price Instalment Amounts and any Sukukholder Put Right Deferred Sale Price shall be paid by the Purchaser to the Sukuk Account.

#### 5.5 **Participation in purchase of Commodities**

Pursuant to the Master Murabaha Agreement, the Seller will make available to the Purchaser, in respect of the Sukuk, a murabaha based financing facility under which the Seller agrees to sell on behalf and for the benefit of the Sukukholders, on a murabaha basis, to the Purchaser, on the applicable Settlement Date, certain Commodities purchased by the Seller from nominated Supplier(s) at a price negotiated between the Purchaser and the Seller. Once the Seller has acquired the Commodities, the Seller will sell the Commodities to the Purchaser on deferred payment terms, providing for the Purchaser to pay to the Seller the Deferred Sale Price in accordance with the terms of the Master Murabaha Agreement.

In respect of each Series of Sukuk where the Deferred Sale Price Payment Basis is specified as Bullet, on the relevant Deferred Sale Price Payment Date the Purchaser shall pay to the order of the Seller, in full, the Deferred Sale Prices due on such date. In respect of each Series of Sukuk where the Deferred Sale Price Payment Basis is specified as Amortising, on each Deferred Sale Price Payment Date the Purchaser shall pay to the order of the Seller, in full, the relevant Deferred Sale Price Instalment Amounts due on such date.

On the occurrence of an Event of Default in relation to any Series of Sukuk and at any time during which such Event of Default in relation to any Series of Sukuk is continuing, the Seller may demand that the Purchaser immediately pay the Total Murabaha Deferred Sale Price Outstanding in full in relation to that Series of Sukuk and that the Purchaser immediately pay any other sums owed to the Seller by the Purchaser under the Master Murabaha Agreement in relation to that Series of Sukuk, whereupon the same shall become so payable.

The Purchaser shall, in any event, discharge in full on the applicable Redemption Date all other amounts payable by it to the Seller under the Master Murabaha Agreement in relation to the Murabaha Transactions entered into relating to the Series of Sukuk for which the Redemption Date has occurred (including the Total Murabaha Deferred Sale Price Outstanding in respect of that Series of Sukuk), by payment of such amounts into the Sukuk Account at or prior to 10 a.m. (Riyadh time) one (1) Business Day prior to the Redemption Date and to the Sukukholders on the Redemption Date.

In respect of a redemption of less than 100 per cent. of a Series of Sukuk on a Sukukholder Put Right Date, the relevant *pro rata* proportion of the Deferred Sale Price of a Series which shall be payable on the relevant Sukukholder Put Right Date will be determined by multiplying the Total Murabaha Deferred Sale Price Outstanding of the relevant Series of Sukuk by the applicable Relevant Percentage.



## 5.6 Application of proceeds

- (a) At or prior to 10 a.m. (Riyadh time) one (1) Business Day prior to the relevant Periodic Distribution Date:
- (i) the Issuer (in its capacity as Mudareb) shall pay to the Sukuk Account from monies standing to the credit of the Collection Account, the Required Amount needed to pay in full the Periodic Distribution Amount relating to that Periodic Distribution Date;
  - (ii) in the event that the amount paid by the Issuer into the Sukuk Account under paragraph (a)(i) above is less than the relevant Required Amount, the Issuer (in its capacity as Purchaser) shall pay to the Sukuk Account a portion of the relevant Total Murabaha Deferred Sale Price Outstanding falling due on the Deferred Sale Price Payment Date corresponding to the difference; and
  - (iii) in the event that the amounts paid by the Issuer into the Sukuk Account under paragraphs (a)(i) and (a)(ii) above are less than the relevant Required Amount, the Issuer (in its capacity as Mudareb) shall pay to the Sukuk Account from the Sukukholders' Agent's share (for the benefit of the Sukukholders) in the Mudaraba Assets an amount corresponding to the difference.
- (b) At or prior to 10 a.m. (Riyadh time) one (1) Business Day prior to the relevant Redemption Date, Partial Redemption Date, Sukukholder Put Right Date, and/or Partial Periodic Distribution Date (as applicable):
- (i) the Issuer (in its capacity as Purchaser) shall pay the relevant Total Murabaha Deferred Sale Price Outstanding or, as the case may be, Deferred Sale Price Outstanding Instalment Amount or Sukukholder Put Right Deferred Sale Price falling due on the Deferred Sale Price Payment Date(s) corresponding to the relevant Periodic Distribution Date, Redemption Date, Partial Redemption Date, Sukukholder Put Right Date and/or Partial Periodic Distribution Date, as applicable, to the Sukuk Account; and
  - (ii) the Issuer (in its capacity as Mudareb) shall pay any Shortfall from monies standing to the credit of the Collection Account to the Sukuk Account and, if such monies are not sufficient, from the Sukukholders' Agent's share (for the benefit of the Sukukholders) in the Mudaraba Assets.
- (c) At or prior to 12 p.m. (Riyadh time) on each Periodic Distribution Date, Partial Periodic Distribution Date, Partial Redemption Date, Sukukholder Put Right Date, and/or Redemption Date (as applicable), the Payment Administrator shall, on behalf of the Issuer, apply the monies standing to the credit of the Sukuk Account in the following order of priority:
- (i) *first*, to the Sukukholders in or towards payment *pari passu* and rateably of all Periodic Distribution Amounts due and unpaid;
  - (ii) *second*, only if such payment is due on a Partial Redemption Date, to each Sukukholder in or towards payment of the Sukuk Capital Instalment Amount then due and unpaid;
  - (iii) *third*, only if such payment is due on the Redemption Date, a Sukukholder Put Right Date, or a Partial Periodic Distribution Date, to the relevant Sukukholders in or towards payment *pari passu* and rateably of the Total Sukuk Capital Outstanding or, as the case may be the relevant Early Redemption Amount in respect of the relevant Sukukholder Put Right Sukuk or Partial Periodic Distribution Amount (as applicable); and
  - (iv) *fourth*, **provided that** all amounts required to be paid on the Sukuk have been discharged in full, only on the Redemption Date or, if later, the date on which all amounts required to be paid on the Sukuk have been discharged in full, in payment of any residual amount to the Issuer.

6. **FIXED PERIODIC DISTRIBUTION PROVISIONS**

6.1 **Application**

This Condition 6 (*Fixed Periodic Distribution Provisions*) is applicable to the Sukuk only if the Fixed Periodic Distribution Provisions are specified in the Applicable Final Terms as being applicable.

6.2 **Periodic Distribution Amount**

Subject to Condition 5.6 (*Sukuk – Application of proceeds*) and Condition 10 (*Payments*), the Issuer shall distribute to the Sukukholders *pro rata* a distribution in relation to the Sukuk on each Periodic Distribution Date equal to the applicable Periodic Distribution Amount. If any Periodic Distribution Date is not a Business Day, it shall be adjusted in accordance with the relevant Business Day Convention.

In these Conditions:

"**Periodic Distribution Amount**" means, for each Periodic Distribution Period, an amount calculated as follows:

$$\frac{P \times S \times D}{N}$$

where:

P = the Aggregate Nominal Amount of the Series as are current on the Transfer Record Date immediately preceding the last day of such Periodic Distribution Period;

S = the Profit Rate;

D = the Day Count Fraction; and

N = the Period.

6.3 **Cessation of accrual**

No further amounts shall be payable on any Sukuk from and including its due date for redemption unless, upon due presentation, payment in respect of the Sukuk is improperly withheld or refused or unless default is otherwise made in respect of payment, in which event such amounts payable on the Sukuk shall continue to be due and payable and Periodic Distribution Amounts and Partial Periodic Distribution Amounts will continue to accrue in respect of the Sukuk in the manner provided in this Condition 6 (*Fixed Periodic Distribution Provisions*) until all amounts due in respect of the Sukuk have been paid in full.

6.4 **Calculation of distribution in respect of Partial Periodic Distribution Amounts**

When a distribution is required to be calculated in respect of a period less than a full Periodic Distribution Period, it shall be calculated in accordance with the relevant formula prescribed for the Partial Periodic Distribution Amount.

6.5 **Notifications**

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition shall (in the absence of manifest error) be binding on the Issuer, the Sukukholders' Agent, the Payment Administrator and the Sukukholders and no liability to any such Person will attach to the Sukukholders' Agent or the Payment Administrator in connection with the exercise or non-exercise by it of its powers, duties and discretions under this Condition.

## 7. FLOATING PERIODIC DISTRIBUTION PROVISIONS

### 7.1 Application

This Condition 7 (*Floating Periodic Distribution Provisions*) is applicable to the Sukuk only if the Floating Periodic Distribution Provisions are specified in the Applicable Final Terms as being applicable.

### 7.2 Periodic Distribution Amount

Subject to Condition 5.6 (*Sukuk – Application of proceeds*) and Condition 10 (*Payments*), the Issuer shall distribute to the Sukukholders *pro rata* a distribution in relation to the Sukuk on each Periodic Distribution Date equal to the applicable Periodic Distribution Amount. If any Periodic Distribution Date is not a Business Day, it shall be adjusted in accordance with the relevant Business Day Convention.

Where the Reference Rate is specified as Saudi Arabian Interbank Offered Rate ("**SAIBOR**") in the Applicable Final Terms, the Reference Rate for each Periodic Distribution Period shall be determined by or on behalf of the Payment Administrator on the following basis:

- (a) the Payment Administrator will determine the offered rate for deposits in Saudi Arabian Riyals for a period equal to the relevant Periodic Distribution Period which appears on the Relevant Screen Page (or such other page as may replace that page on that service, or such other service as may be nominated by the Payment Administrator as the information vendor for the purpose of displaying comparable rates) as of 11 a.m. (Riyadh time) on the Periodic Distribution Determination Date; or
- (b) if such rate does not appear on that page, the Payment Administrator will:
  - (i) determine the average rate at which deposits in Saudi Arabian Riyals are offered by the Reference Banks in the Saudi interbank market at approximately 11 a.m. (Riyadh time) on the Periodic Distribution Determination Date to prime banks in the Saudi interbank market for a period equal to the relevant Periodic Distribution Period and in an amount that is representative for a single transaction in that market at that time; and
  - (ii) determine the arithmetic mean (rounded, if necessary, to the nearest ten thousandth of a percentage point, 0.00005 being rounded upwards) for such quotations where two or more quotations are available,

and the Reference Rate shall be the rate or (as the case may be) the arithmetic mean so determined; **provided however, that** if the Payment Administrator is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Periodic Distribution Period, the Reference Rate applicable to the Sukuk during such Periodic Distribution Period will be the Reference Rate or (as the case may be) arithmetic mean last so determined in relation to the Sukuk in respect of the most recent preceding Periodic Distribution Period.

Where the Reference Rate specified in the Applicable Final Terms is other than SAIBOR, the Reference Rate for each Periodic Distribution Period shall be determined by or on behalf of the Payment Administrator by reference to the relevant Screen Rate for a period equal to the relevant Periodic Distribution Period which appears on the Relevant Screen Page (or such other page as may replace that page on that service, or such other service as may be nominated by the Payment Administrator as the information vendor for the purpose of displaying comparable rates) as of 11 a.m. (Riyadh time) on the Periodic Distribution Determination Date; **provided however, that** if the Payment Administrator is unable to determine a rate in accordance with the above provisions in relation to any Periodic Distribution Period, the Reference Rate applicable to the Sukuk during such Periodic Distribution Period will be the Reference Rate last so determined in relation to the Sukuk in respect of the most recent preceding Periodic Distribution Period.

In these Conditions:

**"Periodic Distribution Amount"** means, for each Periodic Distribution Period, an amount calculated as follows:

$$\frac{P \times (S + M) \times D}{N}$$

where:

- P = the Aggregate Nominal Amount of the Series as are current on the Transfer Record Date immediately preceding the last day of such Periodic Distribution Period;
- D = the Day Count Fraction;
- S = the Reference Rate for such Periodic Distribution Period;
- M = the Margin; and
- N = the Period.

### 7.3 **Publication**

The Payment Administrator shall cause the Screen Rate and the Periodic Distribution Amount determined by it, together with the relevant Periodic Distribution Date, to be notified to the Issuer and the Sukukholders' Agent as soon as practicable after such determination but in any event not later than 8 a.m. (Riyadh time) one (1) Business Day prior to the first day of the relevant Periodic Distribution Period. Notice thereof shall also promptly be provided by the Payment Administrator to the Registrar. The Payment Administrator shall recalculate any Periodic Distribution Amount (on the basis of the foregoing provisions) in the event of an extension or shortening of the relevant Periodic Distribution Period.

### 7.4 **Cessation of accrual**

No further amounts shall be payable on any Sukuk from and including its due date for redemption unless, upon due presentation, payment in respect of the Sukuk is improperly withheld or refused or unless default is otherwise made in respect of payment, in which event such amounts payable on the Sukuk shall continue to be due and payable and Periodic Distribution Amounts and Partial Periodic Distribution Amounts will continue to accrue in respect of the Sukuk in the manner provided in this Condition 7 (*Floating Periodic Distribution Provisions*) until all amounts due in respect of the Sukuk have been paid in full.

### 7.5 **Calculation of distribution in respect of Partial Periodic Distribution Amounts**

When a distribution is required to be calculated in respect of a period less than a full Periodic Distribution Period, it shall be calculated in accordance with the relevant formula prescribed for the Partial Periodic Distribution Amount.

### 7.6 **Notifications**

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition shall (in the absence of manifest error) be binding on the Issuer, the Sukukholders' Agent, the Payment Administrator and the Sukukholders and no liability to any such Person will attach to the Sukukholders' Agent or the Payment Administrator in connection with the exercise or non-exercise by it of its powers, duties and discretions under this Condition.

## 8. **SUKUK CAPITAL INSTALMENT AMOUNT PAYMENT PROVISIONS**

### 8.1 **Application**

This Condition 8 (*Sukuk Capital Instalment Amount Payment Provisions*) is applicable to the Sukuk only if the Redemption Basis is specified as Amortising in the Applicable Final Terms.

## 8.2 **Sukuk Capital Instalment Amount**

In accordance with and subject to Condition 5.6 (*Sukuk – Application of proceeds*), Condition 9 (*Purchase and Cancellation of Sukuk*) and Condition 10 (*Payments*), the Issuer shall distribute to each Sukukholder on each Partial Redemption Date the Sukuk Capital Instalment Amount in relation to all Sukuk held by the relevant Sukukholder that are current.

## 9. **PURCHASE AND CANCELLATION OF SUKUK**

### 9.1 **Purchase**

The Issuer (or any agent acting on its behalf) may at any time purchase Sukuk in the open market or otherwise and at any price in the open market or otherwise. Such Sukuk may be held, reissued, resold or, at the option of Issuer, surrendered for cancellation.

### 9.2 **Cancellation**

All Sukuk which are redeemed in accordance with Condition 11 (*Redemption of Sukuk*) will forthwith be cancelled and the Sukuk Capital shall be reduced *pro rata* by the Aggregate Nominal Amount of such cancelled Sukuk. All Sukuk so cancelled and any Sukuk purchased and cancelled pursuant to Condition 9.1 (*Purchase and Cancellation of Sukuk – Purchase*) cannot be reissued or resold.

## 10. **PAYMENTS**

### 10.1 **General**

Payments under the Sukuk shall be transferred to a Saudi Arabian Riyal account maintained by the payee with a bank in Saudi Arabia as notified in writing to the Registrar and the Payment Administrator not later than fifteen (15) days before the date of the relevant payment.

### 10.2 **Payments subject to applicable laws**

All payments in respect of the Sukuk are subject in all cases to any applicable fiscal or other laws and regulations in Saudi Arabia.

### 10.3 **Payments on Business Days**

Payment instructions shall be initiated for value on the due date, or, if the due date is not a Business Day, for value on the first following Business Day (subject to any applicable Business Day Convention). A Sukukholder shall not be entitled to any distribution or other payment in respect of any delay in payment resulting from the due date for a payment not being a Business Day.

## 11. **REDEMPTION OF SUKUK**

### 11.1 **Scheduled redemption**

Unless previously redeemed, or purchased and cancelled, the Sukuk shall be redeemed on the Expiry Date and, subject to Condition 5.3 (*Sukuk – Liquidation of the Mudaraba*), each Sukukholder shall receive its *pro rata* share of the Sukuk Capital together with any accrued but unpaid Periodic Distribution Amounts payable from the Sukuk Assets from the proceeds of the Sukuk Assets.

### 11.2 **Redemption option**

If Issuer Call is specified in the Applicable Final Terms as being applicable and subject to the value of the Sukuk Assets not being below the Aggregate Nominal Amount, the Issuer may give not less than thirty (30) days' nor more than sixty (60) days' notice to the Sukukholders in accordance with Condition 17 (*Notices*) which notice:

- (a) shall be irrevocable; and
- (b) shall specify the relevant Periodic Distribution Date fixed for redemption (the "**Optional Redemption Date**"), and the Issuer shall, subject to Condition 5.3 (*Sukuk – Liquidation of the Mudaraba*), redeem in whole, but not in part, the Sukuk from the Sukukholders by paying to each Sukukholder the Early Redemption Amount in respect of each of the Sukuk

held by it as specified in the Applicable Final Terms on the Optional Redemption Date together with any accrued but unpaid Periodic Distribution Amounts payable.

### 11.3 **Redemption at the option of the Sukukholders**

If a Sukukholder Put Right is specified in the Applicable Final Terms as being applicable, upon the receipt by the Issuer of notice in accordance with Condition 17 (*Notices*) of not less than thirty (30) days' nor more than sixty (60) days from Sukukholders holding not less than thirty-three per cent. (33 per cent.) of the Aggregate Nominal Amount of the Sukuk, the Issuer will, upon the expiry of such notice (unless prior to the giving of such notice the Issuer has given notice of redemption under Condition 11.2 (*Redemption of Sukuk – Redemption option*)) redeem, or, at the Issuer's option, purchase (or procure the purchase of) such Sukuk on the Sukukholder Put Right Date at the Early Redemption Amount specified in, or determined in the manner specified in, the Applicable Final Terms together with any accrued but unpaid Periodic Distribution Amounts and/or Partial Periodic Distribution Amounts payable.

If seventy-five per cent. (75 per cent.) or more of the Aggregate Nominal Amount of the Sukuk (the "**Sukukholder Put Right Redemption Threshold**") have been redeemed or purchased by the Issuer pursuant to this Condition 11.3 (*Redemption of Sukuk – Redemption at the option of the Sukukholders*) the Issuer may, on giving not less than 30 nor more than 60 days' notice to the Sukukholders in accordance with Condition 17 (*Notices*) (such notice to be given within 30 days of the Sukukholder Put Right Date on which the Sukukholder Put Right Redemption Threshold was first reached), redeem, or, at the Issuer's option, purchase (or procure the purchase of) all (but not some only of) the remaining Sukuk on a Periodic Distribution Date which shall be treated as an Optional Redemption Date for the purpose of these Conditions at their Early Redemption Amount, together with any accrued but unpaid Periodic Distribution Amounts payable.

### 11.4 **Partial redemption of Sukuk**

Where the Redemption Basis is specified as Amortising in the Applicable Final Terms, each Sukukholder is entitled to receive the Sukuk Capital Instalment Amounts due on the relevant Partial Redemption Dates (each as specified in the Applicable Final Terms) in respect of the Sukuk held by it and, subject to any other early redemption, purchase and/or cancellation, the Series shall be redeemed in part (and the Aggregate Nominal Amount of the Sukuk of the relevant Series that are current will be reduced accordingly) by the value of each Sukuk Capital Instalment Amount paid to the Sukukholders upon payment in full of each such Sukuk Capital Instalment Amount to the Sukukholders.

### 11.5 **No other redemption**

Except as set out in Condition 9 (*Purchase and Cancellation of Sukuk*), this Condition 11 (*Redemption of Sukuk*) and Condition 12 (*Events of Default*), the Issuer shall not be permitted to redeem or cancel the Sukuk.

### 11.6 **Incentive fee**

Following redemption of the Sukuk in full (and without prejudice to Condition 5.6 (*Sukuk – Application of proceeds*)), any amounts standing to the credit of the Sukuk Account and the Collection Account shall be paid to the Issuer for its own account as an incentive fee.

## 12. **EVENTS OF DEFAULT**

The occurrence of a Kingdom Event shall constitute an Event of Default.

If an Event of Default occurs and is continuing, the Sukukholders' Agent shall as soon as is reasonably practicable after it receives notice thereof give notice of the occurrence of such Event of Default to the Sukukholders requiring them to indicate within a period of up to fifteen (15) days, or such other date as is notified to the Sukukholders by the Sukukholders' Agent (the "**Exercise Period**"), whether they wish to exercise their rights to redeem the Sukuk pursuant to this Condition 12 (*Events of Default*) provided, however, in the case of the occurrence of an Event of Default comprising an event described in paragraph (b) of the definition of Kingdom Event, such notice may only be given if the Sukukholders' Agent has certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Sukukholders. Any Sukukholder may then deliver a notice (an "**Event of Default Notice**") within the Exercise Period to the Sukukholders' Agent.

If the Sukukholders' Agent receives an Event of Default Notice, the Sukukholders' Agent shall promptly give notice to the Issuer and the Payment Administrator that such an Event of Default Notice has been received, specifying the Event of Default referred to therein (but so that such notice shall only be given in relation to the first Event of Default Notice received in respect of any Event of Default). If the Sukukholders' Agent receives Event of Default Notices from at least the Required Sukukholders within the Exercise Period, the Sukukholders' Agent shall promptly deliver to the Issuer and the Payment Administrator an exercise notice (the "**Exercise Notice**") so notifying the Issuer and the Payment Administrator (with a copy to the Sukukholders) that the Sukuk are to be redeemed at the Total Sukuk Capital Outstanding and on the date specified in such notice.

Upon the delivery of the Exercise Notice pursuant to this Condition 12 (*Events of Default*), the Sukukholders' Agent may, at any time, and is irrevocably authorised on behalf of the Sukukholders to:

- (a) enforce such rights as it may have under the Sukuk Documents following an Event of Default;
- (b) demand, claim, enforce and prove payment of the Total Sukuk Capital Outstanding applicable to the Sukuk as of the date on which Event of Default Notices from the Sukukholders were first received (the "**Event of Default Date**"), together with payment of the Partial Periodic Distribution Amount, calculated as of the date of redemption of the Sukuk, from the Issuer; and
- (c) file claims and proofs, give receipts and take all such proceedings and do all such things as the Sukukholders' Agent sees fit to recover the Total Sukuk Capital Outstanding and the Partial Periodic Distribution Amount from the Issuer. Upon payment in full of such amounts, the Sukuk will be redeemed and shall cease to represent the Sukuk Assets and no further amounts shall be payable in respect thereof and the Issuer shall have no further obligations in respect thereof.

### 13. **ENFORCEMENT AND EXERCISE OF RIGHTS**

- (a) The Sukukholders' Agent may at any time, at its absolute discretion and without notice, take such proceedings against the Issuer as it may think fit to enforce the provisions of the Sukuk and the Sukuk Documents, but it shall not be bound in any circumstances to take any such action unless directed or requested to do so:
  - (i) pursuant to Condition 12 (*Events of Default*);
  - (ii) by an Extraordinary Resolution; or
  - (iii) in writing by the Required Sukukholders,

and in each case then only if it shall be indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, **provided however, that** in each case, the Issuer shall not be obliged to pay any amount to the Sukukholders at a time earlier than it would otherwise have to do so in accordance with these Conditions or the Sukuk Documents.

- (b) No Sukukholder shall be entitled to proceed directly against the Issuer unless:
  - (i) the Sukukholders' Agent, having become bound so to proceed, fails to do so within sixty (60) days of becoming so bound and such failure is continuing; and
  - (ii) the relevant Sukukholder (or such Sukukholder together with the other Sukukholders who propose to proceed directly against the Issuer) holds at least thirty-three and a third per cent. (33⅓ per cent.) of the Aggregate Nominal Amount of the Series of Sukuk then current on such date. Under no circumstances shall the Sukukholders' Agent or any Sukukholders have any right to cause the sale or other disposition of any of the Sukuk Assets except pursuant to the Conditions and the sole right of the Sukukholders' Agent and Sukukholders against the Issuer shall be to require it to pay the amounts due and payable by it under the Sukuk Documents.

- (c) The foregoing paragraphs in this Condition 13 (*Enforcement and Exercise of Rights*) are subject to this paragraph. After enforcing or realising the Sukuk Assets and distributing the net proceeds of the Sukuk Assets in accordance with Condition 5.6 (*Sukuk – Application of proceeds*), the obligations of the Issuer in respect of the Sukuk shall be satisfied and no Sukukholder may take any further steps against the Issuer to recover any further sums in respect of the Sukuk and the right to receive any such sums unpaid shall be extinguished.

#### 14. MEETINGS OF SUKUKHOLDERS; MODIFICATION

##### 14.1 Meetings of Sukukholders

The Master Declaration of Agency contains provisions for convening meetings of Sukukholders to consider any matter affecting their interests, including the sanctioning by an Extraordinary Resolution of a modification of the Sukuk, these Conditions or any relevant provision of the Master Declaration of Agency or any other Sukuk Document, subject also to the approval of the Issuer. Such a meeting may be convened by the Issuer or the Sukukholders' Agent and shall be convened by the Sukukholders' Agent upon the request in writing of Sukukholders holding not less than one-tenth of the Sukuk as are current as of such date and subject to the Sukukholders' Agent having been indemnified and/or secured and/or prefunded to its satisfaction. The quorum at any meeting convened to vote on an Extraordinary Resolution will be one or more Persons holding or representing at least half of the Aggregate Nominal Amount of such of the Sukuk as are current as of such date or, at any adjourned meeting, one or more Persons being or representing at least one quarter of the Aggregate Nominal Amount of such of the Sukuk as are current as of such date, except that at any meeting the business of which includes the modification of certain provisions of the Sukuk, the Master Declaration of Agency (defined in the Master Declaration of Agency as a "Basic Terms Modification" and which includes, *inter alia*, modifying the provisions for payment of any Periodic Distribution Amount, Partial Periodic Distribution Amount, the Sukuk Capital or any Sukuk Capital Instalment Amount or Early Redemption Amount in respect of the Sukuk, reducing or cancelling any Periodic Distribution Amount, Partial Periodic Distribution Amount, the Sukuk Capital or any Sukuk Capital Instalment Amount or Early Redemption Amount payable in respect of the Sukuk, or altering the currency of payment of any Periodic Distribution Amount, Partial Periodic Distribution Amount, the Sukuk Capital or any Sukuk Capital Instalment Amount or Early Redemption Amount in respect of the Sukuk), the quorum shall be one or more Persons holding or representing not less than two-thirds in Aggregate Nominal Amount of the Sukuk as are current as of such date, or at any adjourned such meeting one or more Persons holding or representing not less than one-third in Aggregate Nominal Amount of the Sukuk as are current as of such date. An Extraordinary Resolution passed at any meeting of the Sukukholders shall be binding on all the Sukukholders, whether or not they are present at the meeting and whether or not they voted on such Extraordinary Resolution. The expression "**Extraordinary Resolution**" is defined in the Master Declaration of Agency to mean either:

- (a) a resolution passed at a meeting of Sukukholders duly convened and held by a majority consisting of not less than three-fourths of the votes cast; or
- (b) a resolution in writing signed by or on behalf of the holders of not less than three-fourths in Aggregate Nominal Amount of the Sukuk as are current as of such date.

##### 14.2 Modification

The Master Declaration of Agency provides that the Sukukholders' Agent (acting on behalf of the Sukukholders) may agree, without the consent or sanction of the Sukukholders, to any modification (subject to certain exceptions as provided in the Master Declaration of Agency and subject to the approval of the Issuer) of, or to any waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Master Declaration of Agency or any other Sukuk Document, or may determine that an Event of Default shall not be treated as such which in any such case, in the opinion of the Sukukholders' Agent, is not materially prejudicial to the interests of the Sukukholders or to any modification of any of these Conditions or any of the provisions of the Master Declaration of Agency or any other Sukuk Document which is (in the opinion of the Sukukholders' Agent) of a formal, minor or technical nature or which is made to correct a manifest error or to comply with mandatory provisions of law. Any such modification, waiver, authorisation or determination shall be binding on the Sukukholders and, unless the Sukukholders' Agent agrees otherwise, any such modification shall be notified to the Sukukholders as soon as practicable thereafter in accordance with Condition 17 (*Notices*).



In connection with the exercise by it of any of its powers, authorities or discretions (including, but without limitation, any modification, waiver or authorisation), the Sukukholders' Agent shall have regard to the interests of the Sukukholders as a class and, in particular, but without limitation, need not have regard to the consequences of such exercise for individual Sukukholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Sukukholders' Agent shall not be entitled to require, nor shall any Sukukholder be entitled to claim, from the Issuer, the Sukukholders' Agent or any other Person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Sukukholders.

15. **TAXATION**

Sukukholders should note that the Sukuk are being sold only to Qualified Persons and that only Qualified Persons may be registered as Sukukholders. The Issuer shall not pay, unless otherwise specified in the Applicable Final Terms, any additional amounts in respect of any withholding required by law to any person who holds Sukuk but is not a Qualified Person.

The Sukukholders shall be responsible for any capital gains tax, income tax or *zakat* assessed on them as a result of their holding of Sukuk.

16. **INDEMNIFICATION AND LIABILITY OF THE SUKUKHOLDERS' AGENT**

The Master Declaration of Agency contains provisions for the indemnification of the Sukukholders' Agent in certain circumstances and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured and/or prefunded to its satisfaction, in particular, in connection with the exercise of any of its rights in respect of the Sukuk Assets. The Sukukholders' Agent shall in no circumstances take any action unless directed to do so in accordance with Condition 13 (*Enforcement and Exercise of Rights*), and then only if it shall have been indemnified and/or secured and/or prefunded to its satisfaction. Nothing in the Master Declaration of Agency shall, in any case in which the Sukukholders' Agent has failed to show the degree of care and diligence required of it as sukukholders' agent, having regard to the provisions of the Master Declaration of Agency conferring on it any rights, powers, authorities or discretions, exempt the Sukukholders' Agent from or indemnify it against any Liability which by virtue of any rule of law would otherwise attach to it in respect of any gross negligence, wilful default or actual fraud of which it may be guilty in relation to its duties under the Master Declaration of Agency.

The Sukukholders' Agent makes no representation and assumes no responsibility for the validity, sufficiency or enforceability of the obligations of the Issuer under the Sukuk Documents and shall not under any circumstances have any liability or be obliged to account to the Sukukholders in respect of any payment which should have been made by or on behalf of the Issuer, but is not so made, and shall not in any circumstances have any liability arising from the Sukuk Assets.

Without prejudice to the provisions of any Sukuk Document relating to insurance, the Sukukholders' Agent shall not be under any obligation to insure any of the Sukuk Assets or any deeds or documents of title or other evidence in respect of the Sukuk Assets or to require any other person to maintain any such insurance or monitor the adequacy of any such insurance and shall not be responsible for any Liability which may be suffered by any person as a result of the lack of or inadequacy of any such insurance.

The Sukukholders' Agent shall not in any event be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits, goodwill, reputation, business opportunity or anticipated saving), whether or not foreseeable, even if the Sukukholders' Agent has been advised of the likelihood of such loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach of contract or otherwise.

17. **NOTICES**

All notices to the Sukukholders will be sent to them by registered mail to their respective addresses on the Register. Any such notice shall be deemed to have been given on the fifth day of mailing. In addition, notices of any meetings of Sukukholders shall be sent at least twenty-five (25) days prior to the date set for the initial meeting and at least ten (10) days prior to the date set for any adjourned meeting and shall be valid if sent to the Sukukholders by registered mail to their respective addresses in the Register. Any such notice shall be deemed to have been given on the fifth day after the date of mailing.

Notices to be given by any Sukukholder shall be in writing and delivered to the registered postal or email address of the relevant addressee.

**18. GOVERNING LAW AND JURISDICTION**

**18.1 Governing law**

The Sukuk Documents and the Sukuk are governed by, and are to be construed in accordance with, the laws and regulations of Saudi Arabia.

**18.2 Jurisdiction**

The competent court in the Kingdom of Saudi Arabia shall have exclusive jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes which may arise out of or in connection with the Sukuk or the Sukuk Documents. No suit, action or proceedings which may arise out of or in connection with the Sukuk or the Sukuk Documents may be filed or brought outside the Kingdom of Saudi Arabia and no court or any judicial authority outside the Kingdom of Saudi Arabia shall have jurisdiction to hear any such claim.

**18.3 Waiver of usurious interest**

If any suit, action or proceedings are brought by or on behalf of the Sukukholders' Agent or any Sukukholder under these Conditions, the Sukukholders' Agent and each Sukukholder agrees that it will:

- (i) not claim any judgment interest or consequential loss (including opportunity cost and cost of funds) under, or in connection with, such suit, action or proceedings; and
- (ii) to the fullest extent permitted by law, waive all and any entitlement it may have to judgment interest awarded in its favour by any court or other judicial authority as a result of such suit, action or proceedings.

For the avoidance of doubt, nothing in this Condition 18.3 (*Governing Law and Jurisdiction – Waiver of usurious interest*) shall be construed as a waiver of rights in respect of any Mudaraba Profit or liquidation proceeds payable under the Mudaraba Agreement, any Deferred Sale Price (or any part thereof) payable under the Master Murabaha Agreement, any Periodic Distribution Amount, Partial Periodic Distribution Amount, the Sukuk Capital or any Sukuk Capital Instalment Amount or Early Redemption Amount payable under these Conditions or profit of any kind howsoever described payable by the Issuer pursuant to the Sukuk Documents and/or these Conditions, howsoever such amounts may be described or re-characterised by any court or other judicial authority.

**18.4 No waiver**

Nothing in these Conditions or the Sukuk Documents shall constitute a waiver by the Issuer of any protection or immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process that it may in any jurisdiction claim for itself or its assets.

**19. FURTHER ISSUES**

The Issuer shall be at liberty from time to time without the consent of the Sukukholders to increase the size of any Series by accepting additional investments from Sukukholders, new or existing. The terms and conditions of any such Series shall remain the same in all respects.

## APPLICABLE FINAL TERMS

[●] 20[●]

### THE KINGDOM OF SAUDI ARABIA ACTING THROUGH THE MINISTRY OF FINANCE

#### Issue of SAR [●] Sukuk due [●]

[to be aggregated and form a single Series with the Existing Sukuk (as defined in the information sheet attached in Schedule 1 (the “Information Sheet”) under the Sukuk Issuance Programme

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions. This document constitutes the Applicable Final Terms of the Sukuk described herein and must be read in conjunction with the Conditions and the Information Sheet (which, in turn, shall form part of these Final Terms).

- |     |  |   |
|-----|--|---|
| 1.  | Issuer:                                | The Kingdom of Saudi Arabia, acting through the Ministry of Finance   |
| 2.  | Sukukholders' Agent:                   | [●]   |
| 3.  | Series Number:                         | [●]   |
| 4.  | Specified Currency:                    | Saudi Arabian Riyals (SAR)  |
| 5.  | Aggregate Nominal Amount of the Sukuk: | Please refer to the attached Information Sheet.   |
| 6.  | Issue Price:                           | Please refer to the attached Information Sheet.   |
| 7.  | Specified Denominations:               | SAR [●]   |
| 8.  | Calculation Amount:                    | [●]<br><br><i>(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)</i>   |
| 9.  | Issue Date:                            | Please refer to the attached Information Sheet.   |
| 10. | Expiry Date:                           | Please refer to the attached Information Sheet.   |
| 11. | Periodic distribution amount basis:    | Please refer to the attached Information Sheet.   |
| 12. | Day Count Fraction:                    | Please refer to the attached Information Sheet.   |
| 13. | Redemption Basis:                      | [Bullet/Amortising]<br><br>Subject to any purchase and cancellation or early redemption, the Sukuk will be redeemed at 100 per cent. of the Aggregate Nominal Amount of the Series  |
| 14. | Status:                                | Unsubordinated  |
| 15. | Business Day                           | [means a day on which the Registrar is open for general business in Riyadh and on which, according to the business day schedule published by the Saudi Arabian Monetary Authority from time to time, payments in Saudi Arabian Riyals can be made and settled through the Saudi Arabian Riyal Interbank Express (SARIE) system/specify other] |

## PROVISIONS RELATING TO PERIODIC DISTRIBUTIONS

16. Fixed Periodic Distribution Provisions: [Applicable/Not Applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Profit Rate: Please refer to the attached Information Sheet.
- (b) Periodic Distribution Date(s): Please refer to the attached Information Sheet.
17. Floating Periodic Distribution Provisions: [Applicable/Not Applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Margin: Please refer to the attached Information Sheet.
- (b) Periodic Distribution Date(s): Please refer to the attached Information Sheet.
- (c) Reference Rate determination
- (i) Reference Rate: Please refer to the attached Information Sheet.
- (ii) Periodic Distribution Determination Date: [Second Business Day before the first day of the relevant Periodic Distribution Period/*specify other*]
- (iii) Relevant Screen Page: [Reuters Screen SUAA/*specify other*]
- (d) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/*specify other*]

## PROVISIONS RELATING TO REDEMPTION

18. Sukuk Capital: The Aggregate Nominal Amount of the Series
19. Sukuk Capital Instalment Amount: [[●] per Calculation Amount/Not Applicable] *(Applicable where the Redemption Basis is specified as Amortising)*
20. Issuer Call: [Applicable/Not Applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Early Redemption Amount: [Total Sukuk Capital Outstanding (as defined in the Conditions)/[●] per Calculation Amount/*specify other*]
21. Sukukholder Put Right [Applicable/Not Applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Early Redemption Amount: [[●] per Calculation Amount/*specify other*]
- (b) Sukukholder Put Right Date: [[●]/Any Periodic Distribution Date from and including [●] to but excluding [●]]
22. Partial Redemption Date(s): [[●] in each year up to and including the Expiry Date/Not Applicable] *(applicable where the Redemption Basis is specified as Amortising)*

## PROVISIONS IN RESPECT OF THE SUKUK ASSETS

23. Mudaraba Assets: Various infrastructure projects being undertaken by the Kingdom

- |     |   |   |
|-----|---|---|
| 24. | Mudaraba Capital:                                   | Please refer to the attached Information Sheet.   |
| 25. | Accumulated Losses Threshold                        | [●] per cent. of the Mudaraba Capital   |
| 26. | Profit share ratio in any Mudaraba Income:          | [●] per cent of any Mudaraba Income is Mudaraba Profit<br><br>[●] per cent of any Mudaraba Income is Mudareb Profit |
| 27. | Murabaha Capital:                                   | Please refer to the attached Information Sheet.   |
| 28. | Initial Murabaha Capital:                           | Please refer to the attached Information Sheet.   |
| 29. | Subsequent Murabaha Capital:                        | Please refer to the attached Information Sheet.   |
| 30. | Details of Sukuk Account:                           | Sukuk Account No: [●] with [●] for Series No.: [●]  |
| 31. | [Alternative Account Bank [if applicable]]          | [insert details]  |
| 32. | [Alternative Payment Administrator (if applicable)] | [insert details]  |

#### **OTHER FINAL TERMS**

- |     |                                     |   |
|-----|-------------------------------------|---|
| 33. | Other final terms:                  | [Not Applicable/ <i>give details</i> ]  |
| 34. | Registrar:                          | [Securities Depository Centre/ <i>give details</i> ]  |
| 35. | Listed:                             | [Not Applicable/Applicable]<br><br>[Listed on [the Exchange/ <i>specify other</i> ]]  |
| 36. | Transfer Record Date:               | [Applicable Due Date/ <i>specify other</i> ]<br><br><i>(To be discussed and agreed with the Sukukholders' Agent on an issuance by issuance basis)</i> |
| 37. | Category of other Qualified Person: | [ <i>give details</i> ]   |

#### **DISTRIBUTION**

- |     |  |  |
|-----|--|--|
| 38. | Dealer[s]:   | [●]  |
| 39. | Offerees:  | [ <i>Specify categories of offerees and percentages to be offered to each category</i> ] |
| 40. | Authorised Holding:  | [●]  |
| 41. | Secondary market requirements/additional selling restrictions: | [Not Applicable/ <i>give details</i> ]   |

#### **RATINGS**

- |     |   |
|-----|---|
| 42. | [[The Sukuk to be issued [have been/are expected to be] rated]/[are unrated]][The following ratings reflect ratings assigned to Sukuk of this type issued under the Programme generally]:<br><br>[[●]]<br><br>[[●]] |
|-----|---|

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Applicable Final Terms. To the best of the knowledge and belief of the Issuer (having taken reasonable care to ensure that such is the case) the information contained in these Applicable Final Terms is in accordance with the facts and there are no other facts, the omission of which would make any statement herein misleading.

Signed on behalf of **THE KINGDOM OF SAUDI ARABIA, ACTING THROUGH THE MINISTRY OF FINANCE**

By: .....

Duly authorised

## **USE OF PROCEEDS**

The proceeds from each issuance of Sukuk will be applied by the Sukukholders' Agent to provide the Mudaraba Capital and to enter into one or more Murabaha Transactions (as further described in Condition 5 (*Sukuk*)) with the Issuer. The Issuer will sell the commodities purchased pursuant to the Murabaha Transactions to a third-party broker and will use the proceeds from such sale for its general budgetary purposes and will invest the Mudaraba Capital in the Mudaraba Assets.

## ECONOMY OF THE KINGDOM OF SAUDI ARABIA

Saudi Arabia has one of the largest economies in the GCC region, is a member of the G-20 and is classified by the World Bank as a "high-income economy". The oil sector constitutes the largest portion of Saudi Arabia's economy. For further information, please see:

- the current budget of Saudi Arabia; and
- the quarterly budget performance report of Saudi Arabia,

an electronic copy of which, in each case, is or will be available at:

<https://www.mof.gov.sa/en/Pages/default.aspx>.

As at the date of this Information Memorandum, the current budget of Saudi Arabia was for 2020, an electronic copy of which is available at:

<https://www.mof.gov.sa/en/financialreport/budget2020/Pages/default.aspx>

As at the date of this Information Memorandum, the current quarterly budget performance report of Saudi Arabia was for the fourth quarter of 2019, an electronic copy of which is available at:

<https://www.mof.gov.sa/en/financialreport/2019/Pages/default.aspx>

From time to time, the Government may (although it will be under no obligation to) publish information pertaining to Saudi Arabia's indebtedness on the Ministry of Finance's website at:

<https://www.mof.gov.sa/en/NDMC/ReportsandStatistics/Pages/default.aspx>

Any documents incorporated by reference in the documents referred to above shall not form part of this Information Memorandum.



## GENERAL INFORMATION

### Authorisation

The establishment of the Programme and the issue of Sukuk thereunder have been duly authorised by Royal Decree No. M/29 dated 23/3/1438H (corresponding to 22 December 2016) and the Council of Ministers Resolution No. 196 dated 23/3/1438H (corresponding to 22 December 2016).

### Documents on Display

The Issuer may provide (at its discretion) to the Payment Administrator and the Sukukholders' Agent:

- (a) conformed copies of the Payment Administration Agreement; and
- (b) such other documents as may from time to time be required by the Registrar or the Authority,

in each case to be made available at the specified office of the Payment Administrator. For the avoidance of doubt and subject to the Issuer's discretion, the documents mentioned in (a) and (b) above may also be made available in such place as the Issuer may determine from time to time, save that any such documents relating to a Series will only be available for inspection by a holder of Sukuk of such Series and such holder must produce evidence satisfactory to the Payment Administrator as to the identity of such holder and its holding of Sukuk of the relevant Series.

### General restriction

The Issuer acknowledges that the Sukuk may not at any time be lawfully sold (in compliance with any applicable registration, other requirements or otherwise) in any jurisdiction outside of the Kingdom of Saudi Arabia. Persons into whose possession this Information Memorandum or any Sukuk may come must inform themselves about and observe any applicable restrictions on the distribution of this Information Memorandum and the offering and sale of any Sukuk.

### Settlement by assignment

Settlement by assignment shall only apply if the Issuer notifies potential investors that such a facility is being made available in respect of any Series of Sukuk.

If settlement by assignment is made available, any holder of the SAR-denominated domestic securities issued by the Issuer (the "**Existing Domestic Securities**") who wishes to subscribe for any Sukuk may, at its option and on the date on which it submits its investor application form, request the Issuer to make an offer to buy all or part of its holding of such Existing Domestic Securities (the "**Offered Securities**"). In connection with such request, the relevant holder shall provide the Issuer with: (i) the portfolio number where the Offered Securities are held; (ii) the amount of the Offered Securities; and (iii) an undertaking not to, prior to the Issue Date: (A) sell, transfer or otherwise dispose of, or grant any option or warrant with respect to, any of the Offered Securities; or (B) create or permit to exist any encumbrance upon or with respect to the Offered Securities.

Prior to allocation of the Sukuk, the Issuer may provide such holder with an offer to buy all or part of the Offered Securities. For the avoidance of doubt, the Issuer is not obligated to make such offer to any Existing Domestic Securities holder and the actual number of Existing Domestic Securities actually bought by the Issuer (the "**Relevant Existing Domestic Securities**") shall be subject to the Issuer's discretion.

If such holder accepts the Issuer's offer, the holder will irrevocably and unconditionally sell the Relevant Existing Domestic Securities at the price offered by the Issuer and instruct the Issuer to pay, out of the proceeds of the sale of the Relevant Existing Domestic Securities, an amount equal to the par value of the Relevant Existing Domestic Securities into the Sukuk Account.

### Primary Dealer Agreements

The Issuer will, from time to time, enter into Primary Dealer Agreements (each, a "**Primary Dealer Agreement**") with persons appointed as Dealers (each, a "**Primary Dealer**" and herein, a "**Dealer**") in relation to the purchase, sale and distribution of domestic securities issued by the Issuer in Saudi Arabia, including the Sukuk (the "**Domestic Securities**").

Pursuant to the Primary Dealer Agreement, Primary Dealers are allowed, on an exclusive basis (save for limited exceptions in which direct subscription from retail investors are allowed) to directly or indirectly

(through an authorised person licensed by the Authority (an "**Authorised Person**") participate in and submit competitive bids in respect of the sale, exchange and/or buyback of Domestic Securities organized by the National Debt Management Center of Saudi Arabia (the "**NDMC**") by way of auction (each, an "**Auction**").

Pursuant to the terms of the Primary Dealer Agreements, Primary Dealers are subject to various obligations to bid for and promote Domestic Securities in (i) the market for sale, exchange or buyback of Domestic Securities involving the NDMC and Primary Dealers (the "**Main Market**"); (ii) the market for Domestic Securities that is conducted between parties other than the NDMC (the "**Secondary Market**") and (iii) the market for Domestic Securities in the form of spot transactions with counterparties other than the Primary Dealer, an Authorised Person associated with the Primary Dealer or the NDMC (the "**Client Market**"). These obligations include, *inter alia*:

- (a) in respect of the Primary Market, (i) submitting bids in respect of all Auctions relating to Domestic Securities, (ii) facilitating purchases by clients or third party purchasers including using best efforts to ensure wide distribution of the Domestic Securities in question and (iii) purchasing a minimum number of Domestic Securities in each calendar quarter;
- (b) in respect of the Secondary Market, making all reasonable efforts to maintain a secondary market for Domestic Securities; and
- (c) in respect of the Client Market, making every reasonable effort to maintain a minimum market share in such market for each calendar half-year in order to actively promote and broaden the investor base for Domestic Securities.