IMPORTANT NOTICE

NOT FOR DISTRIBUTION DIRECTLY OR INDIRECTLY IN OR INTO THE UNITED STATES.

IMPORTANT: **You must read the following notice before continuing**. The following notice applies to the attached information memorandum (the "**Information Memorandum**"), whether received by e-mail, accessed from an internet page or otherwise received as a result of electronic communication or otherwise, and you are therefore required to read this notice carefully before reading, accessing or making any other use of the Information Memorandum. In reading, accessing or making any other use of the Information Memorandum, you agree to be bound by the following terms and conditions and each of the restrictions set out in the Information Memorandum, including any modifications made to them from time to time, each time you receive any information from the Kingdom of Saudi Arabia (the "**Kingdom**"), acting through the Ministry of Finance (the "**Issuer**") as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE OR SOLICITATION IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SUKUK DESCRIBED IN THE INFORMATION MEMORANDUM HAVE NOT BEEN, AND WILL NOT BE, REGISTERED WITH, RECOMMENDED BY OR APPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION ("SEC"), ANY STATE SECURITIES COMMISSION IN THE UNITES STATES OR ANY OTHER SECURITIES COMMISSION OR REGULATORY AUTHORITY, NOR HAS THE SEC, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES, OR ANY SUCH SECURITIES COMMISSION OR AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION MEMORANDUM. THE INFORMATION MEMORANDUM IS BEING PROVIDED TO INVESTORS OUTSIDE THE UNITED STATES WHO ARE NOT U.S. PERSONS IN CONNECTION WITH OFFSHORE TRANSACTIONS COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") ("REGULATION S").

The Information Memorandum is not being made available to, and must not be passed on to, the general public in the United Kingdom (the "**UK**"). The communication of the Information Memorandum is only being made to, or directed at: (a) if the distribution of the Sukuk (whether or not such Sukuk are "*alternative finance investment bonds*" ("**AFIBs**")) is being effected by a person who is not an authorised person under the Financial Services and Markets Act 2000 (the "**FSMA**"), only the following persons: (i) persons who are Investment Professionals as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**Financial Promotion Order**"); (ii) persons falling within any of the categories of persons described in Article 49(2)(a) to (d) of the Financial Promotion Order; and (iii) any other person to whom it may otherwise lawfully be made in accordance with the Financial Promotion Order; and (b) if the Sukuk are not AFIBs and the distribution is effected by a person who is an authorised person under the FSMA, only the following persons: (i) persons falling within one of the categories of Investment Professional as defined in Article 14(5) of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 (the "**Promotion of CISs Order**"); (ii) persons falling within any of the categories of person described in Article 22 (High net worth companies, unincorporated associations, etc.) of the Promotion of CISs Order; and (iii) any other person to whom it may otherwise lawfully be promoted (all such persons together being referred to as "**Relevant Persons**"). Persons of any other description in the UK may not receive and should not act or rely on the Information Memorandum.

CONFIRMATION OF YOUR REPRESENTATION: In order to be eligible to view the Information Memorandum or make an investment decision with respect to the Sukuk described therein: (a) each prospective investor in respect of the Sukuk being offered outside of the United States in an offshore transaction pursuant to Regulation S must be outside of the United States; and (b) each prospective investor in respect of the securities being offered in the UK must be a Relevant Person. By accepting this e-mail and / or accessing, reading or making any other use of the Information Memorandum, you shall be deemed to have represented to the Issuer, the NDMC and to any Dealers (as defined in the Information Memorandum) (as the case may be) that: (i) you understand and agree to the terms set out herein; (ii) you are a Relevant Person; (iii) you are not a U.S. person and you are purchasing the Sukuk outside the United States in an "offshore transaction" in reliance on Regulation S, and, to the extent that you purchase the securities described herein, you will be doing so pursuant to Regulation S, and that the electronic mail address that you have given is not located in the United States (including the State and District of Columbia), its

territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) and not purchasing the Sukuk for the account or benefit of, a "U.S. person" (as defined in the U.S. Internal Revenue Code of 1986, as amended and the Treasury regulations promulgated thereunder)); (iv) you are a person who is permitted under applicable law and regulation to receive the Information Memorandum; (v) you consent to delivery of the Information Memorandum by electronic transmission; (vi) you will not transmit the Information Memorandum (or any copy of it or part thereof) or disclose, whether orally or in writing, any of its contents to any other person; and (vii) you acknowledge that you will make your own assessment regarding any credit, investment, legal, taxation or other economic considerations with respect to your decision to subscribe or purchase any of the securities.

The Information Memorandum may not be distributed in the Kingdom except to such persons as are permitted by the rules and regulations issued by the Capital Market Authority of the Kingdom of Saudi Arabia (the "**CMA**"), including Article 6 of the Rules on the Offer of Securities and Continuing Obligations issued by the board of the CMA pursuant to its resolution Number 3-123-2017 dated 09/04/1439H (corresponding to 27 December 2017G) as most recently amended by the resolution of the board of the CMA Number 3-6-2024 dated 05/07/1445H (corresponding to 17 January 2024G) as amended.

The CMA does not make any representation as to the accuracy or completeness of the Information Memorandum, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of the Information Memorandum. An investment in the Sukuk is only appropriate for investors who are capable of assessing the risks and merits of such an investment and who have sufficient resources to bear any loss that might result from this investment. Prospective purchasers of Sukuk offered hereby should conduct their own due diligence on the accuracy of the information relating to the Sukuk. If you have doubts in connection with an investment decision or do not understand the contents of the Information Memorandum, you should consult an authorised financial adviser.

The distribution of the Information Memorandum and the offering, sale and delivery of the Sukuk in any jurisdiction other than the Kingdom may be restricted by law.

You are reminded that the Information Memorandum has been delivered to you on the basis that you are a person into whose possession the Information Memorandum may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver or disclose the contents of the Information Memorandum, electronically or otherwise, to any other person and in particular to any U.S. address. Failure to comply with this directive may result in a violation of the Securities Act or the applicable laws of other jurisdictions.

The Information Memorandum does not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that an offering of securities described in the Information Memorandum be made by a licensed broker or dealer and the Dealers or any affiliate of the Dealers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by such Dealer or such affiliate on behalf of the Issuer or holders of the applicable securities in such jurisdiction.

Under no circumstances shall the Information Memorandum constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

The Information Memorandum has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Dealers, the NDMC, the Issuer, nor any person who controls or is a director, officer, employee or agent of any Dealer, the NDMC, the Issuer nor any affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Information Memorandum distributed to you in electronic format and the hard copy version available to you on request from the Issuer, the NDMC or the Dealers (as the case may be). If you received the Information Memorandum by e-mail, you should not reply by e-mail to this announcement. Any reply e-mail communications, including those you generate by using the "Reply" function on your e-mail software, will be ignored or rejected. If you receive the Information Memorandum by e-mail, your use of this e-mail is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

The distribution of the Information Memorandum in certain jurisdictions may be restricted by law. Persons into whose possession the Information Memorandum comes are required by the Dealers, the NDMC and the Issuer to inform themselves about, and to observe, any such restrictions.

NOT FOR DISTRIBUTION IN THE UNITED STATES OR TO U.S. PERSONS

INFORMATION MEMORANDUM DATED 11/09/1446H (CORRESPONDING TO 11/03/2025G)

THE KINGDOM OF SAUDI ARABIA
ACTING THROUGH THE MINISTRY OF FINANCE

IJARA 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 11/09/1446H (corresponding to 11/03/2025G) entered into between the Issuer and a Person (as defined in the Conditions) 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 depositary 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 depositary 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. Payments in respect of the Sukuk will be made without withholding or deduction for, or on account of, any taxes imposed by the Kingdom of Saudi Arabia in accordance with Condition 15 (*Taxation*) under "*Terms and Conditions of the Sukuk*".

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. Whether or not each credit rating applied for in relation to a relevant Series of Sukuk will be: (i) issued or endorsed by a credit rating agency established in the European Union and registered under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**") or by a credit rating agency which is certified under the CRA Regulation; and/or (ii) issued or endorsed by a credit rating agency established in the United Kingdom (the "**UK**") and registered under the CRA Regulation, as it forms part of domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") or by a credit rating agency which is certified under the UK CRA Regulation, and whether such credit rating agency is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website at: https://www.esma.europa.eu/page/List-registered-and-certified-CRAs in accordance with the CRA Regulation, will be disclosed in the Applicable Final Terms. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Economic Area (the "**EEA**") and registered under the CRA Regulation or: (i) the rating is provided by a credit rating agency not established in the EEA but is endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation; or (ii) the rating is provided by a credit rating agency not established in the EEA which is certified under the CRA Regulation. In general, UK regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the UK and registered under the UK CRA Regulation or: (i) the rating is provided by a credit rating agency not established in the UK but is endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation; or (ii) the rating is provided by a credit rating agency not established in the UK which is certified under the UK CRA Regulation. The European Securities and Markets Authority (the "**ESMA**") is obliged to maintain on its website:

https://www.esma.europa.eu/page/Listregistered-and-certified-CRAs, a list of credit rating agencies registered and certified in accordance with the CRA Regulation.

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. Accordingly, Sukuk may only be offered and sold to non-U.S. persons in offshore transactions in reliance on Regulation S.

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.

An investment in Sukuk issued under the Programme involves certain risks. For a discussion of these risks, see "***Risk Factors***"**.**

The date of this Information Memorandum is 11/09/1446H (CORRESPONDING TO 11/03/2025G).

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, the NDMC or any Dealer (as the case may be).

None of the Dealers (as the case may be), the Sukukholders' Agent, the NDMC 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, the NDMC 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, the NDMC 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, the NDMC 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 NDMC, 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 or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Each purchaser of Sukuk is hereby notified that the offer and sale of Sukuk to it is being made in reliance on the exemption from the registration requirements of the Securities Act provided by the Regulation S.

For a description of further restrictions on offers and sales of Sukuk and distribution of this Information Memorandum, see "*Offer Restrictions*".

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.

PRODUCT CLASSIFICATION PURSUANT TO SECTION 309B OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE

The Applicable Final Terms in respect of any Sukuk may include a legend entitled "Notification under Section 309B(1)(c) of the Securities and Futures Act 2001 of Singapore" which will state the product classification of the Sukuk pursuant to section 309B(1) of the Securities and Futures Act 2001 of Singapore (as modified or amended from time to time, the "**SFA**"). The Issuer has made or will make a determination in relation to each issue about the classification of the Sukuk being offered for purposes of section 309B(1)(a) of the SFA. Any such legend included in this Information Memorandum or on the relevant Final Terms will constitute notice to "relevant persons" for purposes of section 309B(1)(c) of the SFA.

Unless otherwise stated in the Applicable Final Terms, all Sukuk are "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and "Excluded Investment Products" (as defined in Monetary Authority of Singapore ("**MAS**") Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

NOTICE TO INVESTORS IN THE UNITED STATES

This Information Memorandum is being provided to investors outside the United States who are not U.S. persons in connection with offshore transactions complying with Rule 903 or Rule 904 of Regulation S. The Sukuk described in this Information Memorandum have not been registered with, recommended by or approved by the U.S. Securities and Exchange Commission (the "**SEC**"), any state securities commission in the United States or any other securities commission or regulatory authority, nor has the SEC, any state securities commission in the United States or any such securities commission or authority passed upon the accuracy or adequacy of this Information Memorandum. Any representation to the contrary is a criminal offense in the United States.

NOTICE TO UNITED KINGDOM RESIDENTS

Any Sukuk to be issued under the Programme which do not constitute "*alternative finance investment bonds*" ("**AFIBs**") within the meaning of Article 77A of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544), as amended, will represent interests in a collective investment scheme (as defined in the Financial Services and Markets Act 2000 (the "**FSMA**")) which has not been authorised, recognised or otherwise approved by the Financial Conduct Authority (the "**FCA**"). Accordingly, this Information Memorandum is not being distributed to, and must not be passed on to, the general public in the United Kingdom.

The distribution in the United Kingdom of this Information Memorandum, any Applicable Final Terms and any other marketing materials relating to the Sukuk is being addressed to, or directed at: (a) if the distribution of the Sukuk (whether or not such Sukuk are AFIBs) is being effected by a person who is not an authorised person under the FSMA, only the following persons: (i) persons who are Investment Professionals as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**Financial Promotion Order**"); (ii) persons falling within any of the categories of persons described in Article 49(2)(a) to (d) of the Financial Promotion Order; and (iii) any other person to whom it may otherwise lawfully be made in accordance with the Financial Promotion Order; and (b) if the Sukuk are not AFIBs and the distribution is effected by a person who is an authorised person under the FSMA, only the following persons: (i) persons falling within one of the categories of Investment Professional as defined in Article 14(5) of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 (the "**Promotion of CISs Order**"); (ii) persons falling within any of the categories of person described in Article 22 (High net worth companies, unincorporated associations, etc.) of the Promotion of CISs Order; and (iii) any other person to whom it may otherwise lawfully be promoted. Persons of any other description in the United Kingdom may not receive and should not act or rely on this Information Memorandum, any Applicable Final Terms or any other marketing materials in relation to the Sukuk.

Prospective investors in the United Kingdom in any Sukuk are advised that all, or most, of the protections afforded by the United Kingdom regulatory system will not apply to an investment in such Sukuk and that compensation will not be available under the United Kingdom Financial Services Compensation Scheme.

Any prospective investor intending to invest in any investment described in this Information Memorandum should consult its professional adviser and ensure that it fully understands all the risks associated with making such an investment and that it has sufficient financial resources to sustain any loss that may arise from such investment.

NOTICE TO RESIDENTS OF THE KINGDOM OF SAUDI ARABIA

Any offer of Sukuk to any investor in the Kingdom of Saudi Arabia or who is a Saudi person (a "**Saudi Investor**") must be made in compliance with the rules and regulations issued by CMA, including Article 6 of the Rules on the Offer of Securities and Continuing Obligations issued by the board of the CMA pursuant

to its resolution Number 3-123-2017 dated 09/04/1439H (corresponding to 27 December 2017G) as most recently amended by the resolution of the board of the CMA Number 3-6-2024 dated 05/07/1445H (corresponding to 17 January 2024G) as amended (the "**Rules on the Offer of Securities and Continuing Obligations**").

The CMA does not make any representation as to the accuracy or completeness of this Information Memorandum, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this Information Memorandum. An investment in the Sukuk is only appropriate for investors who are capable of assessing the risks and merits of such an investment and who have sufficient resources to bear any loss that might result from this investment. Prospective purchasers of Sukuk offered hereby should conduct their own due diligence on the accuracy of the information relating to the Sukuk. If you have doubts in connection with an investment decision or do not understand the contents of the Information Memorandum, 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 the Kingdom Saudi Arabia.

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

Information contained in any website referred in this Information Memorandum (with the exception of the websites which contain the documents incorporated by reference in this Information Memorandum) does not form part of this Information Memorandum.

Currencies and Exchange Rates

All references in this Information Memorandum to:

- "**Saudi Riyals**", "**Riyals**" and "**SAR**" refer to Saudi Riyals, the legal currency of the Kingdom of Saudi Arabia for the time being; and
- "**U.S. Dollars**" and "**U.S.$**" 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.

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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.

Issuer:	The Kingdom of Saudi Arabia, acting through the Ministry of Finance.
Description:	Sukuk Issuance Programme.
Programme Amount:	The Programme is unlimited in amount.
Sukukholders' Agent:	A Person appointed to act as agent on behalf of the Sukukholders pursuant to the Master Declaration of Agency.
Payment Administrator:	A Person appointed to act as payment administrator pursuant to the Payment Administration Agreement.
Applicable Final Terms:	The terms and conditions applicable to any particular Series of Sukuk will be the Conditions as supplemented by the Applicable Final Terms.
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.
Currencies:	The Sukuk will be denominated in SAR.
Custodian:	The National Debt Management Center.
Dealers:	Any Dealer appointed by the Issuer in relation to a particular Series of Sukuk pursuant to the terms of a primary dealer agreement (see "*General Information - Primary Dealer Agreements*").
Expiry:	Subject to any purchase and cancellation or early redemption, the Sukuk will be redeemed at par on the Expiry Date and in such manner as may be specified in the Applicable Final Terms.
Form of the Sukuk:	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 Registrar. 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.
Global Sak:	With respect to each Series of Sukuk, a global sak representing such Series of Sukuk will be issued pursuant to clause 6.1 of the Master Declaration of Agency.
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.
Issuance in Series:	The Sukuk will be issued in Series.
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.
Limited Recourse:	Upon the occurrence of the Redemption Date, Sukukholder Put Right Date, Optional Redemption 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

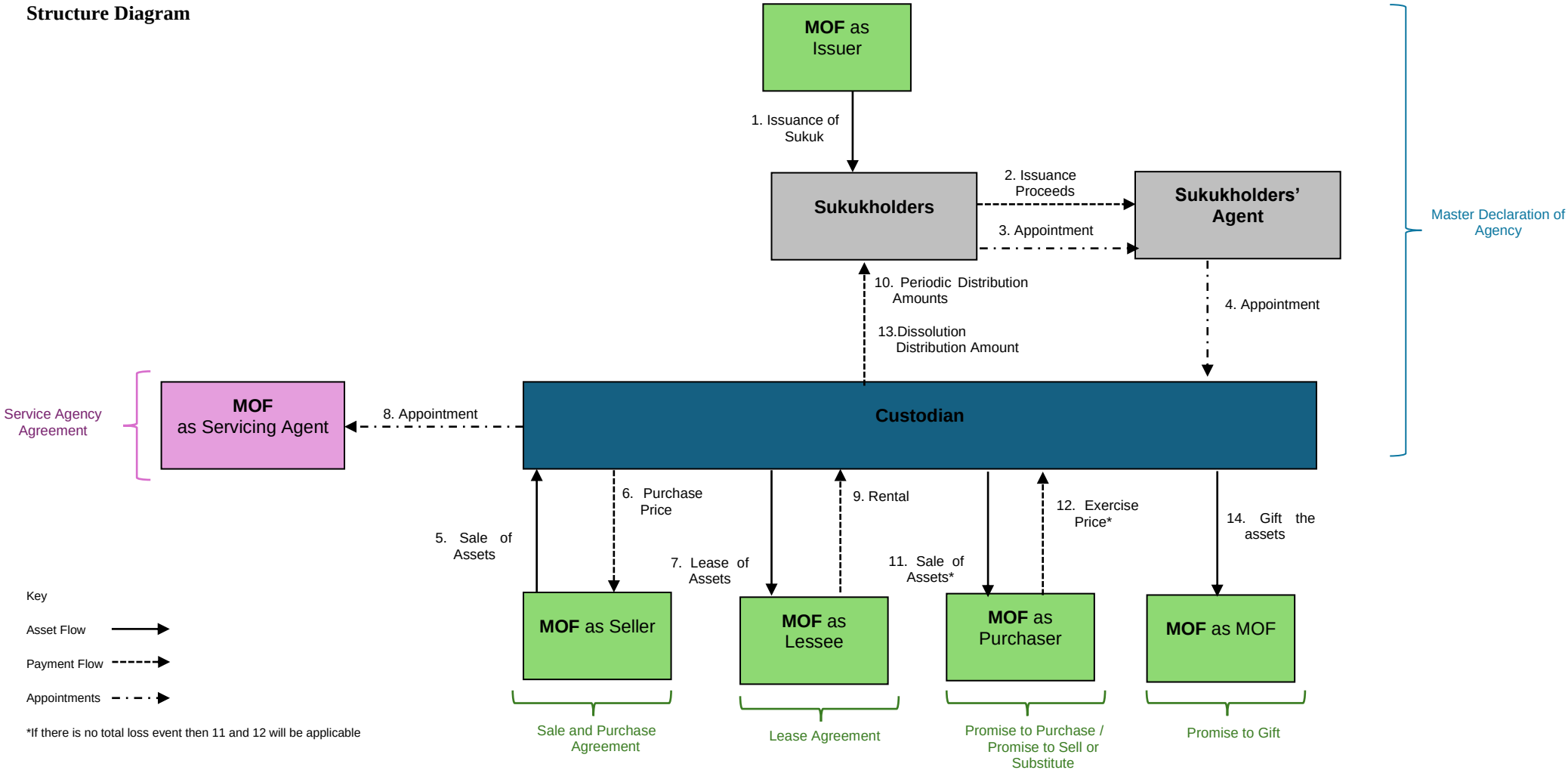
	have no other recourse to any assets of the Issuer or the Sukuk Assets (see Condition 4 (*Status; Set-Off; Limited Recourse – Limited Recourse*)).
Listing and Trading:	The Sukuk may be issued on the basis that: (a) they are deposited with the Centre and listed on the Exchange or any alternative depositary 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.
Maturities/Expiry Date:	The Sukuk may have any maturity as specified in the Applicable Final Terms.
Meetings of Sukukholders:	The Master Declaration of Agency contains provisions for convening meetings of Sukukholders as further described in Condition 14 (*Meetings of Sukukholders; Modification – Meetings of Sukukholders*).
MOF:	The Kingdom of Saudi Arabia, acting through the Ministry of Finance.
Offer Restrictions:	For a description of certain restrictions on offers, sales and deliveries of Sukuk and on the distribution of offering material see "*Offer Restrictions*".
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.
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.
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.
Registrar:	The Securities Depository Centre (if specified as Registrar in the Applicable Final Terms).
Risk Factors:	There are risks relating to the Sukuk, which investors should ensure they fully understand (see "*Risk Factors*").
Specified Denominations:	The Sukuk will be issued in such denominations as may be specified in the Applicable Final Terms.
Status of the Sukuk:	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 Issuer in accordance with, and subject to the provisions of, Condition 4 (*Status; Set-Off; Limited Recourse – Status*).
Sukuk Assets:	The Sukuk Assets of the relevant Series shall comprise: (a) the proceeds of the Sukuk, pending application thereof in accordance with the terms of the Sukuk Documents; (b) the rights, title and interest, present and future, of the Custodian in, to and under the Asset(s) or Additional Asset(s); (c) the rights, title, interest and benefit, present and future, of the Custodian in, to and under the Sukuk Documents (excluding any representations given by MOF pursuant

	to the Sukuk Documents); (d) all monies standing to the credit of the Sukuk Account from time to time; and (e) all proceeds of the foregoing.
Sukuk Documents:	The Sukuk Documents, in respect of each Series of Sukuk, are: (a) the Master Purchase Agreement; (b) the Master Lease Agreement; (c) the Promise to Purchase; (d) the Promise to Gift; (e) the Promise to Sell or Substitute; (f) the Servicing Agency Agreement; (g) the Master Declaration of Agency; (h) the Payment Administration Agreement; (i) the Applicable Final Terms; and (j) the Sukuk (including the Global Sak).
Taxation:	All payments in respect of the Sukuk will be made without withholding or deduction for, or on account of, any taxes imposed by the Kingdom of Saudi Arabia in accordance with Condition 15 (*Taxation*). In the event that any such deduction is made, the Issuer will, save in certain limited circumstances provided in Condition 15 (*Taxation*), be required to pay additional amounts to cover the amounts so deducted.

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



*If there is no total loss event then 11 and 12 will be applicable

Principal Cash Flows

Proceeds of the issuance of the Sukuk

In relation to each Series, on the Sale 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**").

On the Sale Date, the Sukukholders' Agent shall on the instruction of the Issuer, apply amounts standing to the credit of the Sukuk Proceeds Account, for the Custodian to purchase, the Asset(s)/Additional Asset(s) from the Seller for and on behalf of the Sukukholders pursuant to the terms of the Master Purchase Agreement and the Applicable Final Terms.

Payments of Periodic Distribution Amounts

Subject to Condition 5.2 (*Sukuk - Application of proceeds from the Sukuk Assets*) 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.

Payments on redemption of Sukuk

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

Upon satisfaction of the relevant Payment Obligations on the relevant Redemption Date, all (or part) of the remaining portion of the Sukuk Assets shall revert automatically to the Issuer (for its own account).

Unless the Sukuk are redeemed, purchased and/or cancelled earlier in accordance with Conditions 11.2 to 11.4, each Global Sak shall be redeemed on the Expiry Date by the Issuer paying to the Sukuk Account the final rental payment due under the Master Lease Agreement. Upon payment in full of such amounts, the agency and custodianship set out on the Master Declaration of Agency will be dissolved, the Sukuk shall cease to represent interests in the Sukuk Assets, which shall be gifted to the MOF in accordance with the terms of the Promise to Gift, and no further amounts shall be payable in respect thereof and the MOF shall have no further obligations in respect thereof.

Sukuk Account

Pursuant to the terms of the Payment Administration Agreement, the Payment Administrator shall pay the relevant Dissolution Amount, Periodic Distribution Amount, the Sukuk Capital, Early Redemption Amount, Partial Periodic Distribution Amount and/or Sukuk Capital Instalment Amount (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.

FACTORS THAT MAY AFFECT THE KINGDOM'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER THE SUKUK DOCUMENTS

Saudi Arabia's economy and the Government is substantially dependent upon the oil sector and is adversely affected by a low oil price environment

The hydrocarbon industry is the single largest contributor to Saudi Arabia's economy and oil revenues account for a majority of the Government's total revenues and export earnings. As oil is Saudi Arabia's most important export, any change in oil prices affects various macroeconomic and other indicators, including, but not limited to, GDP, Government revenues, balance of payments and foreign trade. International oil prices have fluctuated significantly over the past two decades and may remain volatile in the future.

Furthermore, if Saudi Arabia increases its oil production in the future, there can be no assurance that Saudi Arabia's export earnings will also increase, to the extent that such increase in production is offset by any decline in international oil prices due to conditions in the global oil market. Conversely, if Saudi Arabia decreases its oil production in the future, this could result in a decline in Saudi Arabia's export earnings to the extent that such lower production is not offset by any increase in international oil prices due to conditions in the global oil market.

Potential investors should also note that many of Saudi Arabia's other economic sectors are in part dependent on the oil sector, and the above analysis does not take into account the indirect impact that a prolonged or further decline in oil prices may have on Saudi Arabia's economy.

Saudi Arabia's sovereign credit rating may be downgraded in the future

Ratings are an important factor in establishing the financial strength of debt issuers and are intended to measure an issuer's ability to repay its obligations based upon criteria established by the rating agencies. Any downgrade in Saudi Arabia's sovereign credit rating, or in the credit ratings of instruments issued, insured or guaranteed by related institutions or agencies, could negatively affect the price of the Sukuk. Any further decline in Saudi Arabia's credit rating could have a material adverse effect on its cost of borrowing and could adversely affect its ability to access debt capital markets or other sources of liquidity.

A credit rating is not a recommendation to buy, sell or hold the Sukuk. Credit ratings are subject to revisions or withdrawal at any time by the assigning rating agency. Saudi Arabia cannot be certain that a credit rating will remain for any given period of time or that a credit rating will not be downgraded or withdrawn entirely by the relevant rating agency if, in its judgment, circumstances in the future so warrant. A suspension, downgrade or withdrawal at any time of the credit rating assigned to Saudi Arabia may adversely affect the market price of the Sukuk.

Investing in securities involving emerging markets generally involves a higher degree of risk

Investing in securities involving emerging markets generally involves a higher degree of risk than investments in securities of issuers from more developed countries. Generally, investments in emerging markets are only suitable for sophisticated investors who fully appreciate, and are familiar with, the significance of the risks involved in investing in emerging markets.

An emerging market economy is susceptible to future adverse effects similar to those suffered by other emerging market countries. In addition, as a result of "contagion", an emerging market economy could be adversely affected by negative economic or financial developments in other emerging market countries, which could in turn adversely affect the trading price of its securities.

Accordingly, there can be no assurance that the market for securities bearing emerging market risk will not be affected negatively by events elsewhere, especially in other emerging markets.

A slowdown in the economies of Saudi Arabia's key trading partners could adversely affect Saudi Arabia's economy

Saudi Arabia has strong trading relationships with many countries, particularly major oil-importing economies such as China, the United States, Japan, South Korea, India and a number of states of the European Union. To the extent that there is a slowdown in the economies of any of these countries, this may have a negative impact on Saudi Arabia's foreign trade and balance of payments, which could have a material adverse effect on Saudi Arabia's economic and financial condition.

Any sustained market and economic downturn or geopolitical uncertainties in the United States, China or any of Saudi Arabia's other key trading partners may exacerbate the risks relating to Saudi Arabia's trade with those countries. If an economic downturn occurs or continues in the United States, China or any of Saudi Arabia's other key trading partners, this may have a negative impact on Saudi Arabia's foreign trade and balance of payments, which could have a material adverse effect on Saudi Arabia's economic and financial condition.

There can be no assurance that the Government will not reconsider Saudi Arabia's exchange rate policy

The Saudi Riyal has been pegged to the U.S. Dollar since 1986 and it continues to be the policy of the Government and the Saudi Central Bank to maintain the currency peg at its existing level. There can be no assurance that future unanticipated events, including an increase in the rate of decline of the Government's reserve assets, will not lead the Government to reconsider its exchange rate policy.

Any change to the existing exchange rate policy that results in a significant depreciation of the Saudi Riyal against the U.S. Dollar or other major currencies could lead to an increase in the cost of Saudi Arabia's imports, which could offset any increase in export revenues. Saudi Arabia relies on imports for the majority of its food and other consumer items, and any consequential increase in the price of food, medicine or other household items could contribute to higher inflation and have a material adverse effect on Saudi Arabia's social, economic and financial condition.

Furthermore, any change to the current exchange rate policy could increase the burden of servicing Saudi Arabia's external debt and also result in damage to investor confidence, resulting in outflows of capital and market volatility, each of which could have a material adverse effect on Saudi Arabia's economic and financial condition.

The legal system in Saudi Arabia continues to develop and this, and certain aspects of the laws of Saudi Arabia may create an uncertain environment for investment and business activity

The courts and adjudicatory bodies in Saudi Arabia have a wide discretion as to how laws and regulations are applied to a particular set of circumstances. There is no doctrine of binding precedent in the courts of Saudi Arabia, decisions of the Saudi Arabian courts and adjudicatory bodies are not routinely published and there is no comprehensive up-to-date reporting of judicial decisions. In some circumstances, it may not be possible to obtain the legal remedies provided under the laws and regulations of Saudi Arabia in a timely manner. As a result of these and other factors, the outcome of any legal disputes in Saudi Arabia may be uncertain.

In Saudi Arabia, contractual provisions, including those governed by foreign laws, for the charging and payment of interest (or commission) have been enforced by adjudicatory bodies. However, a court or adjudicatory body in Saudi Arabia applying a strict interpretation of the *Shari'ah* may not enforce such contractual provisions and the future consistency of Saudi courts or adjudicatory bodies regarding the payment of interest (which may include payments on the Sukuk) cannot be predicted.

FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH SUKUK ISSUED UNDER THE PROGRAMME

Risk factors relating to the Asset(s)/Additional Asset(s)/Lease Asset(s)

The occurrence of a Total Loss Event could result in the Sukuk of the relevant Series being redeemed early

Upon the occurrence of a Total Loss Event and unless the Lease Asset(s) is/are replaced as provided in the Servicing Agency Agreement by no later than the 60th day after the occurrence of the Total Loss Event, the lease shall automatically terminate after the occurrence of a Total Loss Event, (the "**Total Loss Dissolution Date**"). Thereafter, MOF shall pay the Rental due in accordance with the Master Lease Agreement (the "**Total Loss Dissolution Amount**") and upon payment in full of such amounts, the agency and custodianship set out on the Master Declaration of Agency will be dissolved, the Sukuk shall cease to represent interests in the Sukuk Assets, which shall be gifted to the MOF in accordance with the terms of the Promise to Gift, no further amounts shall be payable in respect thereof and the MOF shall have no further obligations in respect thereof.

No diligence, investigation, enquiry or independent valuation has been or will be conducted in respect of any *Asset(s), Additional Asset(s) and Lease Asset(s)*. Accordingly, the value of the *Asset(s), Additional Asset(s) and Lease Asset(s)* will be determined by the Issuer in its sole discretion. If the Issuer's valuation of the *Asset(s), Additional Asset(s) and Lease Asset(s)*is inaccurate for any reason, this may impact the value of, the Sukuk 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).

Risks related to the Sukuk generally

Limitations relating to the indemnity provisions under the Promise to Purchase

MOF has promised in the Promise to Purchase that: (i) if, at the time of delivery of the Exercise Notice in accordance with the provisions of the Promise to Purchase, MOF remains in actual or constructive possession, custody or control of all or any part of the Lease Asset(s) or the Sukukholder Put Right Lease Asset(s), and (ii) if, following delivery of the Exercise Notice in accordance with the provisions of this Promise, the Exercise Price or the Sukukholder Put Right Exercise Price, as the case may be, is not paid in accordance with the provisions of this Promise for any reason whatsoever, the MOF shall (as an independent, severable and separately enforceable obligation) fully indemnify the Sukukholders' Agent for the purpose of redemption in full of the Sukuk then outstanding or the Sukukholder Put Right, as the case may be, and, accordingly, the amount payable under any such indemnity claim will equal the Exercise Price or the Sukukholder Put Right Exercise Price, as the case may be.

Subject to the satisfaction of the conditions in (i) and (ii) as described above, if MOF fails to pay the Exercise Price in accordance with the Promise to Purchase, the Sukukholders Agent (on behalf of the Sukukholders) may, subject to the matters set out in Condition 11 (*Redemption of Sukuk*), Condition 12 (*Events of Default*) and the terms of the Master Declaration of Agency, seek to enforce the provisions of the Promise to Purchase and the Master Declaration of Agency against MOF by commencing legal proceedings.

However, investors should note that, in the event that MOF does not remain in actual or constructive possession, custody or control of all or any part of the Lease Asset(s) at the time of delivery of the Exercise Notice in accordance with the provisions of the Promise to Purchase, the condition in (i) as described above will not be satisfied and, therefore, no amounts will be payable by MOF under the separate indemnity provisions. For the avoidance of doubt, no investigation has been or will be made by MOF, the Custodian or the Sukukholders' Agent as to whether MOF has or will continue to have actual or constructive possession, custody or control of any Lease Asset(s).

Accordingly, in such event, the Sukukholders' Agent (on behalf of the Sukukholders) may be required to establish that there has been a breach of contract by MOF and prove for damages. Provided that no Total Loss Event has occurred and is continuing (or if a Total Loss Event has occurred, the Lease Assets have been replaced pursuant to the Servicing Agency Agreement), the breach of contract may be due to a breach by MOF of the promise to purchase the Custodian's rights, title, interests, benefits and entitlements in, to and under the Lease Asset(s) on the Event of Default Date or the Sukukholder Put Right Date pursuant to the provisions of the Promise to Purchase. As a result, the Sukukholders' Agent (on behalf of the Sukukholders) may not be able to recover, or may face

significant challenges in recovering, an amount equal to the Exercise Price, and in turn, the amount payable to the Sukukholders upon redemption.

The Sukuk are limited recourse obligations

Upon the occurrence of the Redemption Date, Sukukholder Put Right Date, Optional Redemption 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) (*Enforcement and Exercise of Rights*), 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 5.2 (*Sukuk – Application of Proceeds from the Sukuk Assets*), 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 Sukuk 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.

Restrictions in relation to the Purchase, Sale and Transfer of Sukuk

The Conditions of the Sukuk contemplate restrictions to the transfer of Sukuk (See Condition 3 (*Register, Title and Transfers*)). The Sukuk may not be transferred unless: (i) 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 (as defined in the Conditions); (ii) 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; (iii) the transferee is a Qualified Person (as defined in the Conditions); and (iv) any other secondary market requirements set out in the Applicable Final Terms are complied with.

Further, purchase, sale and transfer of the Sukuk are subject to the regulations and procedures of the relevant exchange (if listed) and Registrar, and the provisions of the Registry Agreement.

Moreover, the purchase, sale, offering, delivery of Sukuk as well as the distribution or publishing of this Information Memorandum or any Applicable Final Terms or any related offering material are subject to the applicable securities laws and regulations in force in each country or jurisdiction in or from which the Sukuk is purchased, offered, sold or delivered or this Information Memorandum or any Applicable Final Terms or any related offering material are distributed or published (see "*Offer Restrictions*").

Purchase of Sukuk listed in the Saudi Stock Exchange (Tadawul) is limited by the rules and regulations issued by the CMA, including the Rules for Foreign Investment in Securities in listed securities issued by the Board of the CMA pursuant to its Resolution Number 2-26-2023 dated 05/09/1444H (corresponding to 27 March 2023G) (as amended) (the "**Rules for Foreign Investment in Securities**").

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 be illiquid and this would adversely affect the value at which an investor could sell its Sukuk

Sukuk issued under the Programme may not be widely distributed. 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*").

Credit ratings assigned to the Kingdom or any Sukuk may not reflect all the risks associated with an investment in those Sukuk

One or more independent credit rating agencies may assign credit ratings to Saudi Arabia. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above and other factors that may affect the value of the Sukuk.

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 ("**MOF**") (in its capacity as the issuer of Sukuk (as defined below) 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**"), and where the National Debt Management Center (the "**NDMC**") will be acting as custodian (the "**Custodian**") on behalf of the Sukukholders' Agent (as defined below) and the Sukukholders. 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 of a Series of Sukuk (substantially in the form of Schedule 4 (Form of Applicable Final Terms) to the Master Declaration of Agency (as defined below) (or the relevant provisions thereof) of that Series as completed by the Issuer, and countersigned by the Custodian and the Sukukholders' Agent, 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 depositary 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 depositary 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 11/09/1446H (corresponding to 11/03/2025G) between the Issuer, the Custodian and Al Rajhi Capital Company in its capacity 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 and the Custodian will be appointed to act as the custodian in relation to the Sukuk Assets. Each Sukukholder by subscribing to, acquiring and/or holding Sukuk shall be deemed to authorise, ratify and approve the entry by the Sukukholders' Agent and the Custodian into the Sukuk Documents (as defined below) to which each 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 and the appointment of the Custodian as the custodian in relation to the Sukuk Assets in the Master Declaration of Agency. The appointment of the Sukukholders' Agent and the Custodian 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 11/09/1446H (corresponding to 11/03/2025G) 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).

The Sukukholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all of the provisions applicable to them in the documents set out below:

(a) a master purchase agreement between the MOF (in its capacity as seller) and NDMC (in its capacity as purchaser) dated 11/09/1446H (corresponding to 11/03/2025G) (the "**Master Purchase Agreement**");

(b) a master lease agreement between the MOF (in such capacity as lessee) and NDMC (in its capacity as custodian and lessor) dated 11/09/1446H (corresponding to 11/03/2025G) (the "**Master Lease Agreement**");

(c) a promise to purchase executed by MOF dated 11/09/1446H (corresponding to 11/03/2025G) (the "**Promise to Purchase**"), in favour of NDMC (in its capacity as Custodian) promising to purchase the applicable Lease Assets from the Custodian on the Event of Default Date or Sukukholder Put Right Date, as the case may be;

(d) a promise to gift executed by the NDMC (in its capacity as custodian) dated 11/09/1446H (corresponding to 11/03/2025G) (the "**Promise to Gift**"), in favour of MOF promising to gift to MOF the applicable Lease Assets on the Expiry Date;

(e) a promise to sell or substitute executed by the NDMC dated 11/09/1446H (corresponding to 11/03/2025G) (the "**Promise to Sell or Substitute**") in favour of MOF promising to sell to MOF the applicable Lease Assets on the Optional Redemption Date (if any), the Cancellation Date or the Substitution Date], as the case may be (each such expression having the meaning given to it in the Promise to Sell or Substitute);

(f) a servicing agency agreement between MOF (in its capacity as servicing agent) and NDMC (in its capacity as custodian and lessor) dated 11/09/1446H (corresponding to 11/03/2025G) (the "**Servicing Agency Agreement**");

(g) the Master Declaration of Agency;

(h) the Payment Administration Agreement;

(i) the Applicable Final Terms; and

(j) the Sukuk (including the Global Sak).

(a) to (j) together being the "**Sukuk Documents**".

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Sukuk Documents.

Each Sukukholder, by its acquisition and holding of its interest in a Global Sak, shall be deemed to authorise and direct the Custodian to enter into each of the Sukuk Documents to which it is a party (except for the Master Declaration of Agency), subject to the terms and conditions of the Master Declaration of Agency and these Conditions and to apply the sums paid by MOF in respect of its Sukuk in accordance with the terms of the Sukuk Documents.

1. DEFINITIONS

1.1 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*";

"**Additional Asset(s)**", in relation to any additional Tranche, means the Eligible Asset(s) described in the in the information sheet attached to the relevant Applicable Final Terms.

"**Agents**" means the Account Bank and the Payment Administrator;

"**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 less any Sukuk Capital Instalment Amount that have been paid to the Sukukholders;

"**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*";

"**Asset(s)**" means, in relation to the first Tranche of each Series, the Eligible Asset(s) described in the in the information sheet attached to the relevant Applicable Final Terms.

"**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 government offices and financial institutions are open for general business in Riyadh;

"**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:

(a) 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;

(b) 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

(c) 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;

"**Cancellation Date**" has the meaning given to it under the Promise to Sell or Substitute;

"**Cancellation Notice**" has the meaning given to it in the Promise to Sell or Substitute;

"**Cancelled Lease Asset(s)**" means the assets to be sold by the Custodian (in its capacity as seller) to MOF (in its capacity as purchaser) in accordance with the Promise to Sale or Substitute following the delivery of, and as specified in, an applicable Cancellation Notice;

"**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*);

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

"**Day Count Fraction**" means, in respect of the calculation of an amount of distribution on any Global 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:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"$\mathbf{D_2}$" 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_1 is greater than 29, in which case D_2 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:

"**Y1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in Calculation Period falls;

"**D1**" is the first calendar day, expressed as a number, of the Calculation Period, unless 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 such number would be 31, in which case D2 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:

"**Y1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M2**" 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;

"**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;

"**Dissolution Amount**" means, as appropriate, the Final Dissolution Amount, the Total Loss Dissolution Amount, the Optional Dissolution Amount (Put), which shall, unless otherwise specified in the Applicable Final Terms, in each case, be equal to the sum of:

(a) the outstanding face amount of the relevant Sukuk being redeemed; and

(b) any due and unpaid Periodic Distribution Amount of such Sukuk; or

(c) such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the Applicable Final Terms (and any other amount payable following a Total Loss Event);

"**Dissolution Date**" means, as the case may be:

(a) the Expiry Date;

(b) the Event of Default Date;

(c) the Optional Dissolution Date; and

(d) the Total Loss Dissolution Date;

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

"**Eligible Asset(s)**" means the assets as described in the information sheet attached to the relevant Applicable Final Terms (and which have not suffered any total loss, destruction or expropriation).

"**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;

"**Final Dissolution Amount**" means, in respect of the relevant Sukuk, all unpaid Periodic Distribution Amount accrued (if any) to (but excluding) the Expiry Date;

"**Global Sak**" means, with respect to each Series of Sukuk, the global sak representing such Series of Sukuk to be issued pursuant to clause 6.1 of the Master Declaration of Agency;

"**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;

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

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

"**Issuer 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 of the Sukuk Documents 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;

"**Lease Asset(s)**" has the meaning given to it in the Master Lease Agreement;

"**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;

"**Loss Event**" has the meaning given to it in the Master Lease Agreement;

"**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*";

"**Optional Dissolution Date**" has the meaning given to it in the Promise to Sell or Substitute;

"**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;

"**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 Sale 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*";

"**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 15/01/1425H (corresponding to 03/06/2004G) (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. However, the requirement for such legal person to hold a current commercial registration number issued by the Ministry of Commerce 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 15/07/1436H (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 Central Bank 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 Sale Date of the relevant Series;

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

"**Rental**" has the meaning given to it in the Master Lease Agreement;

"**Rental Payment Date**" has the meaning given to it in the Applicable Final Terms;

"**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;

"**Sale Date**" means, in relation to each Tranche, the date specified as such in the Applicable Final Terms;

"**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 Ministry of Finance in its capacity as seller under the Master Purchase Agreement;

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

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

"**Substitution Date**" has the meaning given to it in the Promise to Sell or Substitute;

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

"**Sukuk Capital**" means an amount 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, such portion of the Sukuk Capital as is due and payable on each Rental Payment Date as specified in the Applicable Final Terms as part of the Rental;

"**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 11.4 (*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;

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

"**Total Loss Event**" has the meaning given to it in the Master Lease Agreement;

"**Total Sukuk Capital Outstanding**" means, at any time in respect of a Series of Sukuk, the amount of the Sukuk Capital less, if applicable and without double counting, any Sukuk Capital Instalment Amount that have been paid to the Sukukholders;

"**Tranche**" means, in relation to a Series, those Sukuk of that Series that are issued on the same date and shall include any additional Tranche;

"**Sukuk Account**" has the meaning given to it in the Applicable Final Terms; 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".

1.2 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:

(a) ascertaining the right to attend and vote at any meeting of Sukukholders;

(b) Condition 14.1 (*Meetings of Sukukholder; Modification – Meetings of Sukukholders*) and schedule 3 of the Master Declaration of Agency (*Provisions for Meetings of Sukukholders*);

(c) determining the Required Sukukholders for the purposes of Condition 12 (*Events of Default*);

(d) Condition 13 (*Enforcement and Exercise of Rights*) and clause 9.4 (*Enforcement and Exercise of Rights*) of the Master Declaration of Agency;

(e) any discretion, power or authority (whether contained in these Conditions or any of the Sukuk Documents or vested by operation of law) which the Custodian 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

(f) 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 or the National Debt Management Center, shall not be considered as being held by or for the benefit of the Issuer for the purpose of this paragraph.

1.3 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 Registrar. 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 Sale 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 Custodian, 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 Custodian, 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 MOF 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, Sukukholder Put Right Date, Optional Redemption 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 Sukuk 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 Sale 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**").

On the Sale Date, the Sukukholders' Agent shall on the instruction of the Issuer, apply amounts standing to the credit of the Sukuk Proceeds Account, for the Custodian to purchase, the Asset(s)/Additional Asset(s) from the Seller for and on behalf of the Sukukholders pursuant to the terms of the Master Purchase Agreement and the Applicable Final Terms.

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

(i) the proceeds of the Sukuk, pending application thereof in accordance with the terms of the Sukuk Documents;

(ii) the rights, title and interest, present and future, of the Custodian in, to and under the Asset(s) or Additional Asset(s);

(iii) the rights, title, interest and benefit, present and future, of the Custodian in, to and under the Sukuk Documents (excluding any representations given by MOF pursuant to the Sukuk Documents);

(iv) all monies standing to the credit of the Sukuk Account from time to time; and

(v) all proceeds of the foregoing.

5.2 Application of proceeds from the Sukuk Assets

Pursuant to the Master Declaration of Agency, the Custodian holds the Sukuk Assets for and on behalf of the Sukukholders. On each Periodic Distribution Date, or on any Dissolution Date, the Payment Administrator, notwithstanding any instructions to the contrary from the Issuer, will apply the monies standing to the credit of the Sukuk Account in the following order of priority:

(a) each Agent and/or any Appointee (as defined in the Master Declaration of Agency) in respect of all amounts owing to it under the Sukuk Documents (in accordance with the Master Declaration of Agency), Agent (in accordance with the Payment Administration Agreement) or Appointee, as applicable;

(b) *secondly*, to the Payment Administrator for application in or towards payment *pari passu* and rateably of all Periodic Distribution Amount due and unpaid; and

(c) *thirdly*, only if such payment is made on any Dissolution Date, to the Payment Administrator in or towards payment *pari passu* and rateably of the Dissolution Amount.

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 5.2 (*Sukuk – Application of proceeds from the Sukuk Assets*) 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 Amount and Partial Periodic Distribution Amount 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 Amount

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 5.2 (*Sukuk – Application of proceeds from the Sukuk Assets*) 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 Amount and Partial Periodic Distribution Amount 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 Amount

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 5.2 (*Sukuk – Application of proceeds from the Sukuk Assets*), Condition 9 (*Purchase and Cancellation of Sukuk*) and Condition 10 (*Payments*), the Issuer shall distribute to each Sukukholder on each Rental Payment 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

Should Issuer wish to cancel any Sukuk purchased pursuant to Condition 9.1(*Purchase*), it shall deliver a Cancellation Notice to the Custodian (in accordance with the Promise to Sell or Substitute whereupon the Custodian shall, in accordance with the terms of the Promise to Sell or Substitute, be obliged to transfer all of the Custodian's rights, title and interests in, to and under the Cancelled Lease Asset(s) to MOF in consideration for which the relevant Sukuk shall be cancelled.

10. PAYMENTS

10.1 General

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 the Sukuk are redeemed, purchased and/or cancelled earlier, each Global Sak shall be redeemed on the Expiry Date by the Issuer paying to the Sukuk Account the final rental payment due under the Master Lease Agreement. Upon payment in full of such amounts, the agency and custodianship set out on the Master Declaration of Agency will be dissolved, the Sukuk shall cease to represent interests in the Sukuk Assets, which shall be gifted to the MOF in accordance with the terms of the Promise to Gift, no further amounts shall be payable in respect thereof and the MOF shall have no further obligations in respect thereof.

11.2 Redemption option

If Issuer Call is specified in the Applicable Final Terms as being applicable , the Issuer may give not less than thirty (30) days' nor more than sixty (60) days' notice to the Custodian with a copy to the Sukukholders' Agent a duly completed Exercise Notice in accordance with Condition 17 (Notices) which notice:

(a) shall be irrevocable;

(b) shall specify the relevant Periodic Distribution Date fixed for redemption (the "**Optional Redemption Date**"),

(c) and the Issuer shall, subject to and in accordance with the provisions of the Promise to Sell or Substitute and, on receipt of such notice, purchase the Lease Asset(s) in whole, but not in part, by paying to the Sukuk Account the Total Sukuk Capital Outstanding (if any) and any accrued but unpaid Periodic Distribution Amount on the Optional Redemption Date; and

(d) Upon payment in full of such amounts, the agency and custodianship set out on the Master Declaration of Agency will be dissolved, the Sukuk shall cease to represent interests in the Sukuk Assets, no further amounts shall be payable in respect thereof and the MOF shall have no further obligations in respect thereof.

11.3 Dissolution following a Total Loss Event

Upon the occurrence of a Total Loss Event and unless the Lease Asset(s) is/are replaced as provided in the Servicing Agency Agreement by no later than the 60th day after the occurrence of the Total Loss Event, the lease shall automatically terminate on the 60th day after the occurrence of a Total Loss Event, (the "**Total Loss Dissolution Date**"). Thereafter, MOF shall pay the rental due in accordance with the Master Lease Agreement (the "**Total Loss Dissolution Amount**") and upon payment in full of such amounts, the agency and custodianship set out on the Master Declaration of Agency will be dissolved, the Sukuk shall cease to represent interests in the Sukuk Assets, which shall be gifted to the MOF in accordance with the terms of the Promise to Gift, no further amounts shall be payable in respect thereof and the MOF shall have no further obligations in respect thereof.

11.4 Redemption at the option of the Sukukholders (Sukukholder Put Right)

If Sukukholder Put Right is specified in the Applicable Final Terms as being applicable, any Sukukholder(s) holding, individually or in aggregate, not less than thirty-three per cent. (33 per cent.) of the Aggregate Nominal Amount of the Sukuk may give to the Issuer (in accordance with Condition 17 (*Notices*) (with a copy to the Sukukholders' Agent)) not less than thirty (30) days' nor more than sixty (60) days' notice of redemption. The Issuer shall, upon the expiry of such notice

of redemption (unless prior to the giving of such notice of redemption the Issuer has given notice of redemption under Condition 11.2 (*Redemption of Sukuk – Redemption option*)), purchase the Sukukholder Put Right Lease Asset(s) (as defined in the Promise to Purchase) on the Sukukholder Put Right Date and at the Optional Dissolution Amount (Put) specified in, or determined in the manner specified in, the Applicable Final Terms, including all unpaid Periodic Distribution Amount accrued (if any) to (but excluding) the relevant Sukukholder Put Right Date (the "**Optional Dissolution Amount (Put)**"). Upon payment in full of such amounts, the agency and custodianship set out on the Master Declaration of Agency will be dissolved, the Sukuk shall cease to represent interests in the Sukuk Assets, no further amounts shall be payable in respect thereof and the MOF shall have no further obligations in respect thereof.

If seventy-five per cent. (75 per cent.) or more of the Aggregate Nominal Amount of the Sukuk (the "**Sukukholder Put Right Redemption Threshold**") no longer represent an interest in the Sukuk Assets pursuant to this Condition 11.2 (*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), purchase the remaining Lease Asset(s) on a Periodic Distribution Date which shall be treated as an Optional Redemption Date for the purpose of these Conditions for the Early Redemption Amount, together with any accrued but unpaid Periodic Distribution Amounts payable. Upon payment in full of such amounts, the agency and custodianship set out on the Master Declaration of Agency will be dissolved, the Sukuk shall cease to represent interests in the Sukuk Assets, no further amounts shall be payable in respect thereof and the MOF shall have no further obligations in respect thereof.

11.5 No other redemption

Neither the Issuer nor the Sukukholders shall be entitled to redeem, or cause to be redeemed, as applicable, the Sukuk, otherwise than as provided in this Condition 11 and Condition 12 (*Events of Default*). Upon payment in full of all amounts due in respect of the Sukuk of any Series the Issuer shall be bound to dissolve the agency and custodianship set out on the Master Declaration of Agency and the Sukuk shall cease to represent interests in the Sukuk Assets and no further amounts shall be payable in respect thereof and neither the Custodian nor the Issuer shall have any further obligations in respect.

12. EVENTS OF DEFAULT

The occurrence of an Issuer 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 Issuer 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 Lease Asset(s) are to be purchased by the Issuer 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.

Upon payment in full of such amounts, the agency and custodianship set out on the Master Declaration of Agency will be dissolved, the relevant Sukuk shall cease to represent undivided ownership interests in the Sukuk Assets and no further amounts shall be payable in respect thereof and neither MOF nor the Custodian 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 5.2 (*Sukuk – Application of proceeds from the Sukuk Assets*), 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 of the other Sukuk Documents, 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 of the other Sukuk Documents, 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 of the other Sukuk Documents 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 MOF 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.

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 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.

Notification under Section 309B(1)(c) of the Securities and Futures Act 2001 of Singapore (as modified or amended from time to time, the "**SFA**") – In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Issuer has determined the classification of the Sukuk to be capital markets products other than "prescribed capital markets products" (as defined in the CMP Regulations 2018) and Specified Investment Products (as defined in the Singapore Monetary Authority Notice SFA 04-N12: Notice on the Sale of Investment Products and in the MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

APPLICABLE FINAL TERMS

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:	Al Rajhi Capital Company
3.	Series Number:	Series [insert tranche number][insert Series number]
4.	Specified Currency:	**[●].**
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:	**[●].** (*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.*).
9.	Sale 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]. 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 government offices and financial institutions are open for general business in Riyadh.

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*].

PROVISION RELATING TO DISSOLUTION

18.	Optional Dissolution Amount (Put):	[●]

PROVISIONS RELATING TO REDEMPTION

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) Par Amount:	[Total Sukuk Capital Outstanding (as defined in the Conditions)*/* **[●]** per Calculation Amount/*specify other*].
	(b) Optional Redemption Date:	Please refer to the attached Information Sheet.
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 **[●]**].

PROVISIONS IN RESPECT OF THE SUKUK ASSETS

22.	Sukuk Account:	Sukuk Account No: [●] with [●] for Series No.: [●]
23.	[Alternative Account Bank (if applicable)]:	[insert details].
24.	[Alternative Payment Administrator (if applicable)]:	[insert details].

PROVISIONS IN RESPECT OF THE LEASE ASSET(S)

25.	Lease Asset(s):	Please refer to the attached Information Sheet.
26.	Lease Commencement Date:	the Sale Date.
27.	Lease Term:	Please refer to the attached Information Sheet.
28.	Service Charge Amount:	**[●]**
29.	Rental Payment Date:	Each Periodic Distribution Date

PROVISIONS IN RESPECT OF THE PURCHASED ASSET(S)

30.	Asset(s) or Additional Assets(s):	Please refer to the attached Information Sheet.
31.	Purchase Price:	The Aggregate Nominal Value of the Series

OTHER FINAL TERMS

32.	Other final terms:	[Not Applicable/*give details*].
33.	Registrar:	[Securities Depository Centre/*give details*].
34.	Listed:	[Not Applicable/Applicable]. [Listed on [the Exchange/*specify other*]].
35.	Transfer Record Date:	[Applicable Due Date/*specify other*]. *(To be discussed and agreed with the Sukukholders' Agent on an issuance by issuance basis. The regulations and procedures of the Registrar shall prevail in the event that they differ from or conflict with the Transfer Record Date set out in this document or with Condition 3.5 (Transfer Record Date and Closed Periods)*
36.	Category of other Qualified Person:	[*give details*].

DISTRIBUTION

37.	Dealer[s]:	**[●]**.
38.	Offerees:	[Qualified Person/ *Specify categories of offerees and percentages to be offered to each category*].
39.	Authorised Holding:	**[●]**.
40.	Secondary market requirements/additional selling restrictions:	[Not Applicable/*give details*].

RATINGS

41. [[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]]:

[*insert details*] by [*insert the legal name of the relevant credit rating agency entity(ies) and associated defined terms*].

[**[●]**]

[**[●]**]

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

On the Sale Date, the Sukukholders' Agent shall, from the amounts standing to the credit of the Sukuk Proceeds Account, and on the instruction of the Issuer purchase, in the name of the Custodian, the Asset(s)/Additional Asset(s) from the Seller for and on behalf of the Sukukholders pursuant to the terms of the Master Purchase Agreement and the Applicable Final Terms.

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/budget/Pages/default.aspx

https://www.NDMC.gov.sa/en/budget/

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 and the National Debt Management Centre's websites at:

https://www.mof.gov.sa/en/

https://ndmc.gov.sa/en/stats

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

OFFER RESTRICTIONS

No representation is made that any action has been or will be taken in any jurisdiction which would, or is intended to, permit a public offering of any Sukuk, or possession or distribution of this Information Memorandum or any other offering materials or Applicable Final Terms in any country or jurisdiction where action for that purpose is required. In particular, the Sukuk have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") or the securities laws of any state or other jurisdiction of the United States and 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) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.]

Each Dealer has acknowledged and agreed that:

(a) except as may be disclosed by the Issuer from time to time, no action has been or will be taken in any jurisdiction that would permit a public offering or sale of any of the Sukuk in any country or jurisdiction where action for that purpose is required;

(b) it shall not offer Sukuk for subscription in any country or jurisdiction where to do so would constitute a regulated activity in any such country or jurisdiction; and

(c) (whether acting on its own behalf or on behalf of its clients), it shall, at all times, comply with all applicable laws, regulations and directives applicable to the purchase, offering, sale or distribution of Sukuk, or the possession or distribution or publication of marketing materials, advertisements or offering materials relating to Sukuk, in any jurisdiction in all cases at its own expense.

All purchasers of Sukuk must abide by, and are responsible for ensuring compliance with, all legal and regulatory restrictions and obligations applicable to them in all relevant jurisdictions.

GENERAL INFORMATION

Authorisation

The establishment of the Programme and the issue of Sukuk thereunder have been duly authorised by Royal Decree No. M/111 dated 26/05/1446H (corresponding to 28/11/2024G).

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 CMA,

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.

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, 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 Saudi-national or Saudi resident retail investors are allowed) to directly or indirectly (through a Capital Market Institution licensed by the CMA (a "**Capital Market Institutions**") 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 Issuer and Primary Dealers (the "**Main Market**"); (ii) the market for Domestic Securities that is conducted between parties other than the Issuer and Primary Dealers (the "**Secondary Market**"); and (iii) the market for Domestic Securities in the form of spot transactions with counterparties other than the Primary Dealers or a Capital Market Institution associated with a 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 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.