

Amended and Restated Master Wakala Agreement in respect
of the U.S.\$25,000,000,000 Trust Certificate Issuance
Programme

Dated **25 February 2021**

IDB Trust Services Limited
(Trustee)

IsDB Trust Services No.2 SARL
(Trustee)

The Islamic Development Bank
(Wakeel or IsDB)

The Law Debenture Trust Corporation p.l.c.
(Delegate)

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Master Wakala Agreement

This Master Wakala Agreement (this **Agreement**) is made on 25 February 2021,

Between

- (1) **IDB Trust Services Limited**, a company incorporated under the laws of Jersey, whose registered office is at 44 Esplanade, St Helier, Jersey JE4 9WG (in its capacity as issuer and in its capacity as trustee for the Certificateholders);
- (2) **IsDB Trust Services No.2 SARL**, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand-Duchy of Luxembourg, registered with the Luxembourg trade and companies register (*Registre de commerce et des sociétés*, Luxembourg) under number B247570 having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg (in its capacity as issuer and its capacity as trustee for the Certificateholders);
- (3) **The Islamic Development Bank**, whose principal office is at 8111 King Khalid Street, Al Nuzlah Al Yamania District – Unit No. 1, Jeddah 22332-2444, Kingdom of Saudi Arabia (the **Wakeel** or the **IsDB**); and
- (4) **The Law Debenture Trust Corporation p.l.c.**, a company incorporated under the laws of England, whose registered office is at the Eighth Floor, 100 Bishopsgate, London, EC2N 4AG, United Kingdom (the **Delegate**).

Recitals

- A The IsDB and IDB Trust Services Limited have established a trust certificate issuance programme (the **Programme**) pursuant to which IDB Trust Services Limited may issue from time to time up to U.S.\$25,000,000,000 of trust certificates (the **Trust Certificates**) in Series (each a **Series**). It is now intended that IsDB Trust Services No.2 SARL be added as an issuer and trustee under the Programme.
- B From the date of this Agreement, each Series of Trust Certificates (which may comprise one or more Tranches) issued under the Programme will be issued by IDB Trust Services Limited or IsDB Trust Services No.2 SARL, in each case as specified in the applicable Final Terms or Pricing Supplement. References herein to the **Trustee** or the **Issuer** shall, in relation to any issue or proposed issue of Trust Certificates, be references to whichever of IDB Trust Services Limited or IsDB Trust Services No.2 SARL is the issuer or proposed issuer and trustee of such Trust Certificates whereas references herein to the **Issuers** or **Trustees** shall be to each of IDB Trust Services Limited and IsDB Trust Services No.2 SARL.
- C The IsDB will, in respect of each Tranche under a Series, create a portfolio of assets which shall be separate and independent from all of its other assets and shall comprise:
- (a) at least 51 per cent. tangible assets comprising of Lease Assets, Disbursing Istisna'a Assets, Shares, Sukuk and/or Restricted Mudaraba Assets; and
 - (b) no more than 49 per cent., intangible assets comprising of Istisna'a Receivables, Loan (Qard) Receivables, Commodity Murabaha (Tawarruq) Receivables and/or Murabaha Receivables,

- (c) including, without limitation, the right to receive payment of any amounts due in connection with such assets, the right to demand, sue for, recover, receive and give receipts for all amounts payable, or to become payable, under the assets and/or agreements relating to the assets and the benefit of, and the right to sue on, all covenants in favour of the IsDB and the right to exercise all powers of the IsDB thereunder (such portfolio being, in respect of the first Tranche under a Series, the **Initial Portfolio** and, in respect of any other Tranche under a Series, the **Additional Portfolio**).
- D From time to time and in connection with each Tranche under a Series, the IsDB may desire to sell and the relevant Trustee may wish to purchase all of the IsDB's rights, title, interest and benefit in and to (1) in respect of the first Tranche under a Series, the Initial Portfolio and (2) in respect of any other Tranche under a Series, an Additional Portfolio, in each case, in accordance with the terms of the Master Purchase Agreement and the relevant Supplemental Purchase Agreement.
- E The IsDB has agreed, pursuant to an amended and restated master purchase agreement dated 25 February 2021 (the **Master Purchase Agreement**) that it may from time to time in connection with each Tranche under a Series sell to the relevant Trustee its rights, title, interest and benefit in and to the relevant Initial Portfolio or Additional Portfolio (as the case may be). For the avoidance of doubt, any Additional Portfolio shall meet the same requirements on the issuance of the relevant Tranche as an Initial Portfolio is required to meet on the issuance of the first Tranche under a Series, including in respect of the valuation of the assets constituting such portfolio. Upon the issuance of any additional Tranches, the relevant Additional Portfolio(s) shall be commingled with the Portfolio in respect of that Series. In addition, on the relevant Settlement Dates in respect of each Series, and in accordance with the terms of the Additional Portfolio Assets Sale Undertaking Deed, the relevant Trustee may (to the extent that it has sufficient funds available for the purpose) purchase from the IsDB all of the (i) rights, title, interest and benefit of the IsDB in, to and under tangible assets in the form of Ijara contracts (together with the relevant underlying asset), Disbursing Istisna'a Assets, Shares, Sukuk and/or Restricted Mudaraba Assets; and/or (ii) a direct right, interest and benefit of the relevant Trustee by way of sub-participation (which shall be managed by the IsDB for and on behalf of the relevant Trustee) in, to and under Istisna'a or Murabaha financing activities or investments in Murabaha Receivables, Commodity Murabaha (Tawarruq) Receivables, Loan (Qard) Receivables or Istisna'a Receivables chosen by the IsDB in its absolute discretion; and/or (iii) the rights, title, interest and benefit of the IsDB in, to and under Additional Portfolio Assets acquired pursuant to the Additional Portfolio Assets Sale Undertaking, including, without limitation, the right to receive payments of any amounts due in connection with such assets, the right to demand, sue for, recover, receive and give receipts for all amounts payable, or to become payable, under the assets and/or agreements relating to the assets and the benefit of, and the right to sue on, all covenants in favour of the IsDB and the right to exercise all powers of the IsDB thereunder, identified in any Purchase Report prepared by the IsDB as eligible for sale to the relevant Trustee on the next following Settlement Date and which shall, following any sale to the relevant Trustee, comprise Additional Portfolio Assets in respect of such Series of Trust Certificates and shall automatically, without any further action on the part of any party, be commingled with the existing Portfolio of such Series;
- F Each Trustee wishes to appoint a servicer and hereby irrevocably appoints the IsDB to act as its Wakeel (agent) to perform limited actions in order to service all such Portfolios.
- G In connection with a previous update of the Programme, the IsDB, IDB Trust Services Limited and The Law Debenture Trust Corporation p.l.c. entered into an amended and restated

wakala agreement dated 19 September 2019 (**Original Wakala Agreement**). The parties now wish to amend and restate the Original Wakala Agreement upon the terms set out herein, which will apply to Trust Certificates issued under the Programme on and from the date of this Agreement.

IT IS HEREBY AGREED as follows:

It is agreed:

1 Definitions and Construction

1.1 Definitions

In this Agreement capitalised terms and expressions which are not defined herein shall have the meanings set out in the Conditions, the Master Purchase Agreement and if not defined therein, in the Master Trust Deed. In addition, in this Agreement, including the Schedules, the following expressions shall have the meanings ascribed hereto:

Basic Fee has the meaning set out in Clause 4 (*Wakeel Fee*);

Calculation Date means in respect of each Series, the date specified in the relevant Supplemental Purchase Agreement;

Calculation Period means, in respect of each Series, the period from (and including) the relevant Calculation Date to (but excluding) the immediately following Calculation Date except that the first Calculation Period shall be the period from the Closing Date of the first Tranche under a Series to the first Calculation Date;

Cashflow Waterfall means, unless otherwise specified in the Supplemental Wakala Agreement applicable to the relevant Series, the application of the Collections in the order of priority set out in Clause 3.6 (*Cashflow Waterfall*);

Closing Date means, in relation to a Tranche, the date of the relevant Supplemental Purchase Agreement;

Collection Procedures means those collection procedures which the IsDB may operate from time to time in respect of any Lease Assets, Disbursing Istisna'a Assets, sub-participation interests in Istisna'a or Murabaha financing activities, Istisna'a Receivables, Loan (Qard) Receivables, Restricted Mudaraba Assets, Commodity Murabaha (Tawarruq) Receivables and/or Murabaha Receivables originated by it, or which the IsDB may have in place to receive payments of dividends, periodic distributions and other payments in respect of Shares and Sukuk;

Collections means in respect of any Series, all amounts converted into the Specified Currency received in respect of the Portfolio corresponding to such Series including any recoveries received in respect of any Defaulted Portfolio Assets, any Advance Payment Amounts, and any Deemed Collections and any ancillary rights (other than Share Ancillary Rights) and any amounts payable under sub-Clause 6(c) (*Covenants of the Wakeel*) and any amounts paid by any persons to the relevant Trustee pursuant to the Programme Documents or any Transaction Document, but excluding any Accrued IsDB Amounts owned by the IsDB;

Conditions means in relation to the Trust Certificates of any Series, the Terms and Conditions in the form set out in schedule 2 (*Terms and Conditions of the Trust Certificates*) to the Master Trust Deed as the same may from time to time be modified in the relevant

Supplemental Trust Deed and the relevant Final Terms applicable to such Series, to be endorsed on, or incorporated by reference in, the Trust Certificates in respect of such Series;

Defaulted Portfolio Assets means, in respect of any Series, any Portfolio Constituent Assets comprised in the Portfolio which are recorded by the IsDB in accordance with its Collection Procedures as being defaulted and/or uncollectable;

Deemed Collections means, in respect of any Series, any amounts which are accounted for because of the exercise of any lien, counterclaim, set-off, defence or any encumbrance as against the relevant Trustee as provided for in sub-Clause 6(c) (*Covenants of the Wakeel*);

Delegate means The Law Debenture Trust Corporation p.l.c.;

Exempt Certificates are Trust Certificates which are neither admitted to trading on a regulated market in the EEA, nor offered in the EEA in circumstances where a prospectus is required to be published under the Prospectus Regulation;

Final Terms means the final terms (in the form set out in schedule 3 of the Agency Agreement), or in the case of Exempt Certificates, the pricing supplement (in the form set out in schedule 4 of the Agency Agreement) in each case relating to each Tranche of a Series of Trust Certificates issued under the Programme and each reference to the Final Terms shall be read as a reference to the final terms or the pricing supplement, as the case may be, of the relevant Tranche of the Series of Trust Certificates;

IsDB Event means the occurrence of any events affecting the Wakeel as set out in Clause 7.3 (*Changes of Wakeel and IsDB Events*);

Losses means any and all damages, losses, claims, liabilities, costs and expenses (including reasonable legal expenses and disbursements) including any consumption tax, value added tax, sales tax or service tax thereon;

Master Trust Deed means the amended and restated master trust deed dated 25 February 2021 made between the IsDB, the Trustees and the Delegate;

Maturity Date has the meaning given in the relevant Final Terms;

Portfolio means, in relation to each Series, the Initial Portfolio relating to that Series together with any Additional Portfolio and Additional Portfolio Assets acquired by the relevant Trustee in accordance with the terms of the Programme Documents and the Transaction Documents but excluding:

- a) any Portfolio Constituent Assets comprised in the Portfolio that are sold, assigned, conveyed or transferred by the relevant Trustee from time to time in accordance with the terms of any Transaction Document or Programme Document; and
- b) any Portfolio Constituent Assets that have matured and/or otherwise cease to exist;

Principal Collections means such portion of the Collections as corresponds to the repayment of the capital component or principal component;

Principal Account means a ledger account with the Wakeel in which Principal Collections may from time to time be deposited;

Profit Account means a ledger account with the Wakeel in which Profit Collections may from time to time be deposited;

Profit Collections means such portion of the Collections as corresponds to the payment of the return, distribution, profit, gain or benefit component of collections received in respect of the relevant Portfolio and excludes the Revenue Generating Assets Make-Whole Amount and the Tangibility Make-Whole Amount;

Report Date means, unless otherwise specified in the relevant Supplemental Purchase Agreement, one day after each Calculation Date (or if such day is not a Business Day, the next following Business Day);

Revenue Generating Assets Make-Whole Amount means the total amount of Principal Collections to be applied to the acquisition of Additional Portfolio Assets in order to reduce any Revenue Generating Assets Shortfall disclosed in a Servicing Report to zero;

Revenue Generating Assets Shortfall means the difference between the outstanding Aggregate Nominal Amount (as specified in the relevant Final Terms) of the relevant Series and the Net Asset Value of the Portfolio (less all Principal Collections received during the period from the Closing Date or the relevant Settlement Date (as applicable) to but excluding the relevant Report Date) corresponding to such Series, as set out in the relevant Servicing Report on a Report Date;

Servicing Report means the report required to be prepared by the Wakeel in the form of Schedule 2 (*Form of Servicing Report*), and which is required to be distributed to a Trustee and the Delegate on each Report Date;

Settlement Date means, unless otherwise specified in the relevant Supplemental Purchase Agreement, the day falling four days after each Calculation Date (or if such day is not a Business Day, the next following Business Day);

Supplemental Purchase Agreement means the supplemental purchase agreement in relation to the purchase by the relevant Trustee and sale by the IsDB of the Initial Portfolio or Additional Portfolio, as the case may be, in respect of each Tranche of Trust Certificates issued from time to time pursuant to the Programme;

Supplemental Wakala Agreement means the supplemental wakala agreement in relation to the management of the Portfolio of each Series of Trust Certificates issued from time to time pursuant to the Programme;

Tangibility means the aggregate Net Asset Value of all Lease Assets, Disbursing Istisna'a Assets, Shares, Sukuk and Restricted Mudaraba Assets comprised in the relevant Portfolio (less all Principal Collections (if any) received in respect of those assets during the period from the Closing Date or the relevant Settlement Date (as applicable) to but excluding the relevant Report Date) divided by the Net Asset Value of the relevant Portfolio and multiplied by one hundred, as set out in the relevant Servicing Report on a Report Date; and

Tangibility Make-Whole Amount means the total amount of Principal Collections to be applied to the acquisition of Additional Portfolio Assets in order to ensure that the Tangibility of the Portfolio after such purchases of Additional Portfolio Assets is at least 51 per cent., as disclosed in a Servicing Report.

1.2 Construction

- 1.2.1 The headings and contents pages in this Agreement shall not affect its interpretation. References in this Agreement to Clauses, sub-Clauses and Schedules shall, unless the context otherwise requires, be references to clauses and sub-clauses of, and schedules to, this Agreement.
- 1.2.2 References in this Agreement to a person shall be construed as a reference to any individual, firm, company, body corporate, corporation, trust, unincorporated association, joint venture, government, state or state entity or any association or partnership (whether or not having separate legal personality) or any two or more of the foregoing.
- 1.2.3 References in this Agreement to any person shall include references to his successors, transferees and assigns and any person deriving title under or through him.
- 1.2.4 References in this Agreement to any statutory provision shall, unless the context otherwise requires, be deemed also to refer to any statutory modifications or re-enactments thereof and to any statutory instruments, orders or regulations made thereunder or under any such re-enactments.
- 1.2.5 References in this Agreement to any agreement or other document shall be deemed also to refer to such agreement or document as modified, novated, supplemented or replaced from time to time with the prior consent of the parties thereto and (if not a party) of the Delegate.
- 1.2.6 References herein to Portfolio or Additional Portfolio Assets are to such Portfolio and Additional Portfolio Assets as are purchased by the relevant Trustee and not subsequently repurchased by the IsDB in respect of the relevant Series of the Trust Certificates.
- 1.2.7 References herein to an amount falling due in respect of any Series shall be deemed to include any amounts which are expressed to be payable under such Series.
- 1.2.8 For the purpose of this Agreement, the Trust Certificates of each Series and the provisions of this Agreement (other than Schedule 2 (*Form of Servicing Report*)) shall apply, *mutatis mutandis*, separately and independently to the Trust Certificates of each Series and, in this Agreement, the expressions Trust Certificates, Certificateholders and related expressions shall be construed accordingly.
- 1.2.9 With respect to Luxembourg entities, any references in this Agreement to liquidation, winding-up, administration, and other similar insolvency proceedings and related concepts are to be construed as references to substantially equivalent proceedings and concepts under Luxembourg law (which include, without limitation, controlled management (*gestion contrôlée*), moratorium of payments (*sursis de paiement*), composition procedures (*concordat préventif de faillite*), judicial liquidation (*liquidation judiciaire*) or voluntary liquidation (*liquidation volontaire*)), unless the context requires otherwise.

1.3 Amendment and Restatement

The Original Wakala Agreement shall be amended and restated on the terms of this Agreement. This Agreement will apply to any Trust Certificates issued on or after the date of this Agreement. This does not affect any Trust Certificates issued prior to the date of this

Agreement. Subject to such amendment and restatement, the Original Wakala Agreement shall continue in full force and effect.

1.4 Delegate

The Wakeel acknowledges that each Trustee has delegated certain of its rights under the Master Trust Deed to the Delegate and the Delegate may:

- (a) enforce the obligations of the Wakeel under this Agreement on behalf of each Trustee; and
- (b) exercise the rights of each Trustee, in accordance with the terms of this Agreement and the terms of the Master Trust Deed.

2 Appointment of the Wakeel and Standard of Care

2.1 Appointment of Wakeel

Subject to the terms of this Agreement and the corresponding Supplemental Wakala Agreement, each Trustee hereby irrevocably appoints the IsDB to act as its agent (Wakeel) to collect and service the Portfolio applicable to each Series issued by such Trustee from time to time pursuant to the Programme and to prepare Servicing Reports, hold records in respect of such Portfolio on behalf of such Trustee, apply Collections and to carry out any incidental matters relating thereto and to otherwise perform the obligations of the Wakeel set out in this Agreement. In particular, and without limitation to the foregoing, the Wakeel:

- (a) in respect of each Series of Trust Certificates, the relevant Trustee and the IsDB will enter into a Supplemental Wakala Agreement which will contain, *inter alia*, the terms upon which the IsDB shall be appointed as Wakeel in respect of the relevant Portfolio;
- (b) shall assist the relevant Trustee in investigating any breaches by counterparties of any contracts forming part of or relating to the Portfolio Constituent Assets and investigating any Defaulting Portfolio Assets;
- (c) shall keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all amounts due in respect of the relevant Portfolio (including, without limitation, records adequate to permit the identification on each Settlement Date of each Additional Portfolio Asset and identification of all amounts received in respect of each existing Portfolio Constituent Asset comprised in the relevant Portfolio) and make them available to the relevant Trustee or such other person as such Trustee may reasonably request;
- (d) shall provide any other information to the relevant Trustee or any other party as required under this Agreement and under the other Programme Documents or relevant Transaction Documents;
- (e) shall procure that any Lease Assets included in the relevant Portfolio are maintained to a standard it would hold in respect of its own assets and procure that such lease assets are insured in accordance with the terms of the contract relating to such Lease Asset; and
- (f) may exercise any and all Share Ancillary Rights in respect of Shares included in the Portfolio in such manner and at such time as the Wakeel, in its absolute discretion,

may deem necessary or appropriate. The Wakeel shall be under no obligation to exercise any such Share Ancillary Rights (except for the right to receive dividends) for the benefit of the relevant Trustee, the Delegate or the Certificateholders and, subject to Clause 2.2 (*Standard of Care*), shall have no duty of care, fiduciary obligation or other responsibility towards any of them for having exercised, or for having not exercised, any such Share Ancillary Right pursuant to this sub-Clause 2.1(f).

2.2 Standard of Care

- 2.2.1 The Wakeel, shall, at all times during the term of its appointment, exercise a level of skill, care and attention in exercising the powers and performing the duties undertaken by it in this Agreement which is the level of skill, care and attention it would exercise in servicing its own assets.
- 2.2.2 The Wakeel shall be entitled to delegate its obligations hereunder to any person approved by the Trustees provided that the Wakeel shall remain primarily liable for the obligations incurred by it hereunder notwithstanding any such delegation.

2.3 Additional Trust Certificates

The parties to this Agreement acknowledge and agree that in the event that (a) a Trustee has exercised its rights under Condition 22 (*Further Issues*) to issue an additional Tranche of Trust Certificates under an existing Series; and (b) in connection with such additional Tranche, the relevant Trustee and the IsDB have entered into a Supplemental Purchase Agreement pursuant to which the IsDB has sold to the relevant Trustee all of its rights, title, interest and benefit in and to an Additional Portfolio, that Additional Portfolio shall, on the date of that Supplemental Purchase Agreement, be automatically, without any further action on the part of any party (other than the execution of the Declaration of Commingling of Assets by the relevant Trustee pursuant to clause 6.11 of the Master Trust Deed), commingled with the existing Portfolio of the relevant Series and the existing Portfolio together with such Additional Portfolio shall comprise the Portfolio of that Series.

3 Collections and other Amounts, Reports and Application of Collections

3.1 Collection of Receivables

- 3.1.1 In respect of each Series, during each Calculation Period the Wakeel will collect all amounts due in respect of the relevant Portfolio in accordance with the Collection Procedures.
- 3.1.2 In respect of all such Collections, the Wakeel or any delegate appointed by it shall specify in each Servicing Report:
- (a) firstly:
 - (i) the Principal Collections generated by each Portfolio Constituent Asset comprised in the relevant Portfolio during the relevant Calculation Period;
 - (ii) the total aggregate amount of Principal Collections available in the Principal Account;
 - (iii) the amount of any Revenue Generating Assets Shortfall;
 - (iv) the relevant Revenue Generating Assets Make-Whole Amount (if any);

- (v) the Tangibility of the relevant Portfolio; and
 - (vi) the relevant Tangibility Make-Whole Amount; and
- (b) secondly:
- (i) the Profit Collections generated by each Portfolio Constituent Asset comprised in the relevant Portfolio during the relevant Calculation Period; and
 - (ii) the total aggregate amount of Profit Collections available in the Profit Account.

3.1.3 On the Report Date, the Wakeel or any delegate appointed by the Wakeel shall:

- (a) deposit the Principal Collections in respect of the relevant Calculation Period into the Principal Account to be held to the order of the relevant Trustee or as such Trustee or the Delegate may otherwise direct and applied in accordance with Clauses 3.3 (*Tangibility Make-Whole Amount*), 3.4 (*Revenue Generating Assets Make-Whole Amount*) and sub-Clause 3.6.2 (*Application of Collections on Dissolution Date*) below; and
- (b) deposit the total aggregate amount of Profit Collections into the Profit Account to be applied in accordance with Clause 3.6 (*Cashflow Waterfall*) below.
- (c) Subject to the foregoing, and to Clause 3.6 (*Cashflow Waterfall*) and unless otherwise directed by the Delegate, the Wakeel may co-mingle any moneys standing to the credit of the Principal Account and/or the Profit Account with its own moneys and shall be entitled to use, benefit from and otherwise apply such moneys for any purpose whatsoever and it shall not be liable to account to any party for any profit which it may make as a result of any such use, benefit or application of such moneys. However, the Wakeel shall not, other than as provided herein, exercise any right of set-off, lien or similar claim in respect of such moneys.

3.2 Preparation of Servicing Report

On each Report Date and in respect of each Series, the Wakeel shall prepare and deliver to each of the relevant Trustee and the Delegate the relevant Servicing Report in respect of the corresponding immediately preceding Calculation Period.

3.3 Tangibility Make-Whole Amount

In respect of each Series, on each Settlement Date and unless otherwise specified in the Supplemental Wakala Agreement, if the Tangibility of the relevant Portfolio is less than 51 per cent., the Wakeel will apply the Tangibility Make-Whole Amount to pay the Purchase Price, on behalf of the relevant Trustee, of any Additional Portfolio Assets purchased in accordance with the terms of the Additional Portfolio Assets Sale Undertaking Deed.

3.4 Revenue Generating Assets Make-Whole Amount

In respect of each Series and unless otherwise specified in the Supplemental Wakala Agreement, on each Settlement Date, if there is Revenue Generating Assets Shortfall the Wakeel will apply the relevant Revenue Generating Assets Make-Whole Amount to pay the Purchase Price, on behalf of the relevant Trustee, of any Additional Portfolio Assets

purchased in accordance with the terms of the Additional Portfolio Assets Sale Undertaking Deed.

3.5 Additional Portfolio Assets Shortfall

In the event that on any Settlement Date in respect of each Series:

- (a) the relevant Trustee has exercised its rights to purchase, and the IsDB has performed its obligations to sell, Additional Portfolio Assets under and pursuant to the relevant Additional Portfolio Assets Sale Undertaking Deed; and
- (b) following such purchase by the relevant Trustee and sale by the IsDB of such Additional Portfolio Assets in accordance with the terms of the relevant Additional Portfolio Assets Sale Undertaking Deed, there remains a Revenue Generating Assets Shortfall as at the relevant Settlement Date,

the Wakeel shall, if required to do so by the relevant Trustee, apply any remaining Revenue Generating Assets Make-Whole Amount to purchase an amount of Shares and/or Sukuk in the open-market that would reduce the remaining Revenue Generating Assets Shortfall to zero.

3.6 Cashflow Waterfall

3.6.1 *Application of Collections Prior to Dissolution Date:* In respect of each Series of Trust Certificates and unless otherwise specified in the Supplemental Wakala Agreement of the relevant Series, on each Settlement Date the Wakeel will apply the relevant Profit Collections received in the immediately preceding Calculation Period to pay the following amounts on behalf of the relevant Trustee in accordance with the following order of priority (**Cashflow Waterfall**):

- (a) first, to the Delegate in respect to of all amounts owing to it under the Programme Documents and Transaction Documents in its capacity as Delegate and to any receiver, manager or administrative receiver or any other analogous officer appointed in respect of the Trust by the Delegate in accordance with the Trust Deed;
- (b) second, *pro rata*, to pay an amount equal to any other sums payable by the relevant Trustee (other than to Certificateholders or as otherwise provided in sub-Clause 3.6.1(c) below) including rating fees, listing fees, paying agents' fees and corporate administrator fees together with any stamp, issue, registration, documentary and other fees, duties and taxes, including compensation and penalties, payable on or in connection with:
 - (i) the execution and delivery of the Master Trust Deed, the relevant Supplemental Trust Deed, the relevant Series and the Conditions;
 - (ii) the constitution and original issue of the relevant Series; and
 - (iii) any action taken by or on behalf of the relevant Trustee or (where permitted by the Master Trust Deed, the relevant Supplemental Trust Deed, the Trust Certificates and the Conditions) any Certificateholder to enforce, or to resolve any doubt concerning, or for any other purpose in relation to, the Master Trust Deed, the relevant Supplemental Trust Deed, the Trust Certificates and the Conditions,

each of which such amounts shall have been properly incurred by the relevant Trustee and to pay any remuneration agreed with such Trustee pursuant to such arrangements as the Wakeel, the Delegate and such Trustee shall separately agree; and

- (c) third, on any Settlement Date immediately preceding a Periodic Distribution Date, to pay to the Principal Paying Agent any Periodic Distribution Amounts due and payable on the immediately following Periodic Distribution Date.

3.6.2 *Application of Collections on Dissolution Date:* In respect of each Series and unless otherwise specified in the Supplemental Wakala Agreement, applicable to the relevant Series, on the Dissolution Date applicable to each Series, the Wakeel shall apply:

- (a) any Principal Collections (including any residual Revenue Generating Assets Make-Whole Amount and any residual Tangibility Make-Whole Amount); and
- (b) any Profit Collections,

in accordance with the priority of payments described in clause 18.2 (*Application of Moneys*) of the Master Trust Deed.

4 Wakeel Fee

4.1 In respect of each Series and subject to Clause 10 (*Limited Recourse and Non-Petition*), for so long as the Wakeel is acting as Wakeel, the relevant Trustee shall pay to the Wakeel:

- (a) on the date of each Supplemental Wakala Agreement, a nominal fee of U.S.\$100 (the **Basic Fee**);
- (b) on the Dissolution Date, an additional incentive fee to the extent that there are any remaining amounts available after application of the order of priorities in clause 18.2 (*Application of Moneys*) of the Master Trust Deed, which shall consist of the profit amounts collected by the IsDB as Wakeel in respect of the Portfolio on and from the date of the relevant Supplemental Purchase Agreement to the relevant Dissolution Date which are in excess of the Periodic Distribution Amounts payable by the relevant Trustee to the Certificateholders of the relevant Series of Trust Certificates (the **Incentive Fee**).

4.2 No other amounts shall be payable by the relevant Trustee to the Wakeel.

5 Representations and Warranties of the Wakeel

The Wakeel warrants to the Trustees on the date hereof and to the relevant Trustee on each Report Date that:

- (a) *Incorporation:* the Articles of Agreement have been duly signed and ratified or accepted by all Member Countries and constitutes a legally binding obligation of each Member Country under public international law;
- (b) *Power and Authority:* it has full power and authority to effect and has taken all necessary action to authorise the execution, delivery and performance by it of this Agreement and all other instruments and documents to be delivered by it under this Agreement and the transactions contemplated by this Agreement;

- (c) *Non-violation*: the execution, delivery and performance by it of this Agreement and all other instruments and documents to be delivered pursuant to this Agreement and all transactions contemplated by this Agreement do not contravene:
 - (i) its Articles of Agreement;
 - (ii) any law, rule or regulation applicable to it or the Portfolio;
 - (iii) any contractual restriction contained in any agreement, mortgage, bond, contract, undertaking or instrument binding on or affecting it or any of its properties or assets; or
 - (iv) any order, writ, judgment, award, injunction or decree binding on or affecting it or any of its assets and do not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of its assets or undertaking;
- (d) *Consents*: all consents, authorisations, approvals, notices, licences, registrations or filings required for the execution, delivery or performance by it of this Agreement or any other document to be delivered by it in connection with this Agreement or for the transactions contemplated by this Agreement have been obtained or effected and are in full force and effect;
- (e) *Information True and Accurate*: all the information contained in each Servicing Report delivered by it pursuant to this Agreement is true and accurate in all material respects; and
- (f) *No Immunity*: it has entered into this Agreement and the other Programme Documents and Transaction Documents to which it is a party in connection with the exercise of its powers to raise money and, accordingly, it is not entitled to claim for itself or any of its assets immunity from legal process in actions taken in relation to this Agreement or another Programme Document or Transaction Document and brought against it in a court of competent jurisdiction by the relevant Trustee(s) and/or the Delegate irrespective of the identity of the holders of beneficial interests in the Trust Certificates, provided, however, that, in respect of any action brought in a Member Country, no form of seizure, attachment or execution may be exercised against its property and assets before the delivery of final judgment against it.

6 Covenants of the Wakeel

The Wakeel covenants with, and undertakes to, the Trustees that, without prejudice to any of its specific obligations under this Agreement:

- (a) it will comply with any reasonable and proper directions, orders and instructions which the Trustees may from time to time give to it in connection with the performance of its obligations under this Agreement;
- (b) it will execute all such further documents and do all such further acts and things as may be necessary at any time in the reasonable opinion of the Trustees to give effect to this Agreement; and
- (c) it will procure that none of the obligations of any of the obligors under the relevant Portfolio applicable to any Series are subject to any lien, counterclaim, set-off, defence or any other encumbrance as against a Trustee or shall otherwise account to

a Trustee as a Deemed Collection for any Collection not received as a result of any such lien, counterclaim, set-off, defence or other encumbrance.

7 Changes of Wakeel and IsDB Events

- 7.1 The Wakeel may resign its appointment upon not less than 30 days' notice to the Trustees (with a copy to the Delegate) provided, however, that:
- (a) if such resignation would otherwise take effect less than 30 days before or after the Dissolution Date or a Periodic Distribution Date in relation to any Series, it shall not take effect until the thirtieth day following such date; and
 - (b) such resignation shall not take effect until a successor has been duly appointed consistently with Clause 7.4.
- 7.2 The Trustees may revoke the appointment of the Wakeel by not less than 30 days' notice to the Wakeel; *provided, however*, that such revocation shall not take effect until a successor has been duly appointed consistently with Clause 7.4.
- 7.3 If any of the following events (**IsDB Event**) shall occur:
- (a) the IsDB fails to pay any amount which is due and payable under this Agreement, the Guarantee, the Purchase Undertaking Deed or any other Transaction Document to which it is a party;
 - (b) the IsDB fails to perform or observe any of its covenants and/or obligations or is in breach of any of its representations and warranties under this Agreement or under any other Programme Document or Transaction Document to which it is a party and such failure or breach remains unremedied for 30 days after the Delegate has given written notice thereof to IsDB;
 - (c) the IsDB repudiates any Programme Document or Transaction Document to which it is a party or does or causes to be done any act or thing evidencing an intention to repudiate any Programme Document or Transaction Document to which it is a party;
 - (d) at any time it is or will become unlawful or contrary to its Articles of Agreement for the IsDB to perform or comply with any or all of its obligations under the Programme Document or Transaction Documents or any of the obligations of the IsDB under the Programme Documents or Transaction Documents are not or cease to be legal, valid, binding and enforceable;
 - (e) the IsDB temporarily suspends or temporarily terminates its operations or intends to temporarily suspend or temporarily terminate its operations;
 - (f) there occurs any distribution of the assets of the IsDB contrary to its Articles of Agreement;
 - (g) the Board of Governors of the IsDB (as defined in the Base Prospectus) passes a resolution to terminate the operations of the IsDB;
 - (h) an order is made or an effective resolution passed for winding up the IsDB (unless the order is made for the purpose of a reorganisation while solvent of the IsDB); or

- (i) the IsDB ceases to carry on its business or a substantial part of its business or stops payment of any amounts due to its creditors generally or becomes unable to pay its debts as they fall due or otherwise becomes insolvent (unless it does so for the purpose of a reorganisation, the terms of which have been approved in writing by the Trustees and where the IsDB demonstrates to the satisfaction of the Trustees that it is solvent),

then the Trustees may, by notice in writing to the Wakeel, terminate the appointment of the Wakeel under this Agreement, but without prejudice to any than existing rights and liabilities of the parties hereto. An IsDB Event will also be a Dissolution Event.

7.4 If the Wakeel gives notice of its resignation in accordance with Clause 7.1 and by the tenth day before the expiry of such notice a successor has not been duly appointed, the Wakeel may itself, following such consultation with the Trustees as is practicable in the circumstances, appoint as its successor any reputable and experienced financial institution and give notice of such appointment to the Trustees and the Delegate, whereupon the Trustees, the Delegate and such successor shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form *mutatis mutandis* of this Agreement; *provided, however*, that, in connection with any such appointment, the Wakeel shall procure that the successor wakeel enters into a wakala agreement in the form *mutatis mutandis* of this Agreement and no such appointment shall be effective until such wakala agreement shall have been executed.

7.5 Upon any resignation or revocation taking effect under Clauses 7.1 or 7.2 or any termination taking effect under Clauses 7.3 or 8 (*Termination*), the Wakeel shall:

- (a) be released and discharged from its obligation under this Agreement;
- (b) forthwith (upon payment to it by the Trustees of any amount due to it in accordance with Clause 4 (*Wakeel Fee*)) transfer any assets, moneys, papers or records held by it hereunder to its successor and, upon appropriate notice, provide reasonable assistance to its successor for the discharge of its duties and responsibilities hereunder.

7.6 Any legal entity into which the Wakeel is merged or converted or any legal entity resulting from any merger or conversion to which the Wakeel is a party shall, to the extent permitted by applicable law, be the successor to the Wakeel without any further formality, whereupon the Trustees, the Delegate and such successor shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form *mutatis mutandis* of this Agreement.

8 Termination

8.1 Termination of this Agreement

Upon termination of this Agreement the Trustees shall deliver to, or to the order of, the Wakeel the total amount of any Collections in respect of each Series then outstanding which are in its possession immediately after the termination of this Agreement, and if any such Collections are collected or received thereafter, they shall be delivered to the Trustee(s) by payment to the account maintained by the Wakeel.

8.2 Redelivery of records

Upon termination of the appointment of the Wakeel, the Wakeel shall procure that all contract records, books of account, papers, records, registers, computer tapes and discs (and any duplicates thereof), statements, correspondence and documents in its possession or under its control relating to the Portfolio in respect of each Series then outstanding shall be delivered to any replacement wakeel appointed by the Trustees including all original contracts, Programme Documents and Transaction Documents (provided that the Wakeel shall have the right to make and retain such copies of any such records as it desires), any moneys then held by the Wakeel on behalf of the Trustees and any other assets of the Trustees and shall take such action as the Trustees may reasonably direct.

8.3 Confirmation of certain provisions

Any provision of this Agreement which is stated to continue after termination of this Agreement shall remain in full force and effect notwithstanding termination.

8.4 Survival of rights and obligations

With effect from the date of termination of this Agreement, the rights and obligations of the Wakeel under this Agreement shall cease but such termination shall be without prejudice to:

- (a) any liabilities of the Wakeel to the Trustees incurred before the date of termination; and
- (b) any liabilities of the Trustees to the Wakeel incurred before the date of termination,

provided that the Wakeel shall have no right to withhold or set-off any amounts due to it under this Agreement against any amounts held by it on behalf of the Trustees.

8.5 Fees

Subject to Clause 10 (*Limited Recourse and Non-Petition*), on termination of the appointment of the Wakeel, the Wakeel shall be entitled to receive all fees and other moneys accrued up to the date of termination but shall not be entitled to any other or further compensation. Such moneys so receivable by the Wakeel shall be paid by the Trustees on the date of termination of the appointment of the Wakeel pursuant to this Agreement subject always to the provisions of this Agreement (including the agreement made under Clause 4 (*Wakeel Fee*) of this Agreement), the other Programme Documents and the Transaction Documents. For the avoidance of doubt, such termination shall not affect the rights of the Wakeel to receive payment of all amounts due to it from the Trustees other than under this Agreement.

9 Indemnity and Gross-Up

9.1 Wakeel Indemnity

The Wakeel agrees to indemnify and hold harmless each Trustee (the **Indemnified Person** for the purposes of this Clause 9.1) against any and all actions or proceedings and claims which might be brought against it or any and all Losses which the Indemnified Person may incur or be subject to in consequence of the performance of the services provided hereunder except Losses which the Indemnified Person may incur or be subject to as a result of the wilful misconduct, negligence, default or bad faith of such Indemnified Person or any of its respective directors, officers or employees and this indemnity shall expressly inure to the

benefit of any or such director, officer or employee, existing or future and to the benefit of any successor of such Indemnified Person.

9.2 Gross-up for Withholding Tax

The Wakeel hereby agrees from time to time to indemnify the Trustees for, and pay to the Trustees on demand, an amount equal to all amounts payable or any loss suffered by the Trustees in respect of any of its obligations under this Agreement for or on account of any withholding or deduction for any taxes, duties, assessments or governmental taxes of whatever nature imposed, levied, collected, withheld or assessed by or within Jersey or the Grand-Duchy of Luxembourg, as applicable, and any Member Country.

9.3 Survival

The provisions of this Clause 9 (*Indemnity and Gross-Up*) shall survive the termination of this Agreement and/or the performance by the parties hereto of all their other respective obligations under the Transaction Documents.

10 Limited Recourse and Non-Petition

- 10.1 The Wakeel hereby acknowledges that prior to the Maturity Date or, as the case may be, the Dissolution Date of each Series all payments by the relevant Trustee to the Wakeel in respect of any such Series will be subject to the priority of payments set out in the Cashflow Waterfall and agrees with the Trustees to be bound by the terms of the Master Trust Deed and each Supplemental Trust Deed, insofar as they apply to the Wakeel or to the discharge of the Trustees' obligations to the Wakeel under this Agreement. After the occurrence of a Dissolution Event, or dissolution in accordance with Condition 11.2 (*Early Dissolution for Tax Reasons*) or Condition 11.3 (*Dissolution at the Option of the Trustee*) in respect of any Series, the rights or recourse of the Wakeel shall be limited to the amounts from time to time available and comprising the Trust Assets corresponding to such Series subject to the priority of payments set out in the Master Trust Deed and relevant Supplemental Trust Deed. Accordingly, the Wakeel shall have no claim or recourse against the Trustee(s) in respect of any amount which is or remains unsatisfied after the application of the Cashflow Waterfall in the manner aforesaid and any unsatisfied amounts shall be extinguished.
- 10.2 Notwithstanding any other provisions of this Agreement to the contrary, the Wakeel agrees that all of its rights against the relevant Trustee under or in connection with this Agreement are limited to the extent that it will not take any action or proceedings against such Trustee to recover any amounts due and payable by such Trustee to it under this Agreement except as expressly permitted by the provisions of this Agreement and after all payments of a higher priority under this Agreement, the Master Trust Deed or the relevant Supplemental Trust Deed, as applicable, have been made. The Wakeel will not petition to wind-up a Trustee in any jurisdiction.
- 10.3 The Wakeel shall not claim or exercise any right of set-off or counterclaim in respect of any sums due under this Agreement or any part thereof with respect to any liability owed by it to the relevant Trustee or claim any lien or other rights over any property held by it on behalf of such Trustee.
- 10.4 Without prejudice to the other provisions of this Agreement, the Wakeel hereby agrees for the benefit of the Trustees that if, whether in the liquidation of the Wakeel or otherwise (and notwithstanding the provisions of this Agreement), any payment is received by it in respect of any amount due hereunder other than in accordance with the provisions of this Agreement or

the Trust Deed, as applicable, the amount so paid shall be received and held by the Wakeel upon trust for the relevant Trustee and shall be paid over to such Trustee forthwith upon receipt provided however that this Clause 10 (*Limited Recourse and Non-Petition*) shall have effect only to the extent that it does not constitute or create, and is not deemed to constitute or create, any mortgage, charge or other security interest of any kind.

- 10.5 No recourse (whether by institution or enforcement of any legal proceeding or assessment or otherwise) in respect of any breaches of any duty, obligation or undertaking of a Trustee arising under or in connection with this Agreement by virtue of any customary, law, statute or otherwise shall be had against any shareholder, officer or director of a Trustee in their capacity as such and any and all personal liability of every such shareholder, officer or director in their capacity as such for any breaches by a Trustee of any such duty, obligation or undertaking is hereby expressly waived and excluded to the extent permitted by law.

11 Notices

- 11.1 Any notices to be given under this Agreement to the Trustees, the Wakeel or the Delegate shall be delivered in person, sent by pre-paid registered post or by facsimile addressed to:

- (a) in the case of the Trustees, to

IsDB Trust Services No.2 SARL
6, rue Eugène Ruppert
L-2453 Luxembourg
Tel: +352 26 44 9 1
Fax: +352 26 44 9 167
Email: lu-isdb@intertrustgroup.com
Marked for the attention of: The Board of Managers/The Sole Manager

IDB Trust Services Limited
44 Esplanade
St Helier
Jersey JE4 9WG
Fax No. +44 1534 504 444
Marked for the attention of: The Directors

- (b) in the case of the Wakeel, to

The Islamic Development Bank
P.O. Box 925
Jeddah-432
Kingdom of Saudi Arabia
Fax No: +966 2636 6871
Marked for the attention of: Office of the Vice-President, Finance

- (c) in the case of the Delegate, to

The Law Debenture Trust Corporation p.l.c.
Eighth Floor
100 Bishopsgate
London
EC2N 4AG

United Kingdom
Fax No: +44 207 606 0643
Marked for the attention of: The Manager, Commercial Trusts

or to such other address of which notice in writing has been given to the other parties to this Agreement under the provisions of this Clause 11. Any such notice shall take effect, if delivered in person, at the time of delivery, if sent by post, five Business Days after despatch, and, in the case of facsimile, when a transmission report showing the successful transmission of the facsimile is received by the sender.

- 11.2 Unless otherwise agreed by the parties, each communication and document made or delivered by one party to another pursuant to this Agreement shall be in the English language or accompanied by a translation thereof into English (and, in the event of any discrepancy, the English language version shall prevail and may be relied upon by the recipient).

12 Amendment, Variation and Waiver

12.1 In Writing

No amendment, waiver or variation of this Agreement shall be effective unless it is in writing and signed by each of the parties hereto.

12.2 Copies

If this Agreement is amended, waived or varied in accordance with Clause 12.1 (*In Writing*) above, the Wakeel shall promptly deliver copies of such written agreement to the other parties to this Agreement.

13 Waiver, No Discharge of Obligations

No failure on the part of any party hereto to exercise and no delay by any such party in exercising any right or remedy under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. For the avoidance of doubt, the parties hereto acknowledge and agree that no failure or delay on the part of any party hereto to perform its obligations hereunder shall discharge the other parties hereto from their respective obligations hereunder, nor shall such failure or delay constitute a defence by any other party hereto against any claim of breach of contract, which may arise from such other party's subsequent failure or delay to perform hereunder.

14 Rights Cumulative

The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

15 Assignment

- 15.1 Except as permitted or contemplated by the Transaction Documents, none of the parties hereto may assign, charge or otherwise dispose of or encumber any of its rights or obligations hereunder.
- 15.2 Notwithstanding anything contained herein, the Trustees shall have full power to delegate to any person or appoint any agent to act on its behalf in carrying out any rights or obligations under this Agreement.

16 Payments

16.1 Payments

On each date upon which this Agreement requires an amount to be paid by any party hereunder, such party shall, save as expressly provided herein, make the same available to the payee by payment in same day funds in the Specified Currency to either such account and bank as is specified herein or if no such account and bank is specified to such account and bank as the relevant payee shall have specified for this purpose.

16.2 Set-off

Except as expressly provided otherwise, all payments made hereunder shall be made free and clear of and without any deduction for or on account of any set-off or counterclaim.

17 The Contracts (Rights of Third Parties) Act 1999

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

18 Counterparts and Severability

18.1 This Agreement may be executed in any number of counterparts (manually or by facsimile), and by the parties on separate counterparts, each of which when so executed shall constitute an original and all of which taken together shall be deemed to constitute one and the same instrument.

18.2 If any provision in or obligation under this Agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction that will not affect or impair:

- (a) the validity, legality or enforceability under the law of that jurisdiction of any other provision or obligation under this Agreement; or
- (b) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Agreement.

19 Further Assurance

The Trustees and Wakeel hereby undertake:

- (a) to execute documents and do all acts or things; and
- (b) to use all reasonable endeavours to procure that third parties shall execute documents and do all acts and things,

in each case, as may be reasonably requested by another party to this Agreement or required by applicable law in order to carry out the intended purpose of this Agreement or otherwise to preserve or enforce the relevant party's rights under this Agreement including obtaining all necessary authorisations, consents, approvals, resolutions, licences, exemptions, filings or notarisations in connection therewith.

20 Governing Law

This Agreement, and any non-contractual obligations arising out of or in connection with it, shall be governed by, and construed in accordance with, English law.

21 Dispute Resolution

21.1 Agreement to Arbitrate

Subject to Clause 21.2 (*Option to Litigate*), any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Agreement (including any dispute as to the existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it) (a **Dispute**) shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (**LCIA**) Arbitration Rules (the **Rules**), which Rules (as amended from time to time) are incorporated by reference into this Clause 21.1. For these purposes:

- (a) the place of arbitration shall be London;
- (b) there shall be three arbitrators, each of whom shall be disinterested in the arbitration, shall have no connection with any party thereto and shall be an attorney experienced in international securities transactions. The parties to the Dispute shall each nominate one arbitrator in the Request or Response (each as defined in the Rules) (as the case may be) and both arbitrators in turn shall appoint a further arbitrator who shall be the chairman of the Arbitral Tribunal (as defined in the Rules). In cases where there are multiple claimants and/or multiple respondents, the class of claimants jointly, and the class of respondents jointly shall each nominate one arbitrator. If one party or both fails to nominate an arbitrator in accordance with this sub-Clause 21.1(b), such arbitrator(s) shall be appointed by the LCIA. If the party nominated arbitrators fail to nominate the third arbitrator within 15 days of the appointment of the second arbitrator, such arbitrator shall be appointed by the LCIA; and
- (c) the language of the arbitration shall be English.

21.2 Option to Litigate

21.2.1 Notwithstanding Clause 21.1 (*Agreement to Arbitrate*) above, the Delegate may, in the alternative, and at its sole discretion, by notice in writing to the relevant Trustee and the IsDB:

- (a) within 28 days of service of a Request; or
- (b) in the event no arbitration is commenced,

require that a Dispute be heard by a court of law. If the Delegate gives such notice, the Dispute to which such notice refers shall be determined in accordance with Clause 21.2.2 and, subject as provided below, any arbitration commenced under Clause 21.1 (*Agreement to Arbitrate*) in respect of that Dispute will be terminated. With the exception of the Delegate (whose costs will be borne by the IsDB), each of the parties to the terminated arbitration will bear its own costs in relation thereto.

21.2.2 If any notice to terminate is given after service of any Request in respect of any Dispute, the Delegate must also promptly give notice to the LCIA and to any Arbitral Tribunal (as defined in the Rules) already appointed in relation to the Dispute that such Dispute will be settled by

the courts. Upon receipt of such notice by the LCIA, the arbitration and any appointment of any arbitrator in relation to such Dispute will immediately terminate. Any such arbitrator will be deemed to be *functus officio*. The termination is without prejudice to:

- (a) the validity of any act done or order made by that arbitrator or by the court in support of that arbitration before his appointment is terminated;
- (b) the arbitrator's entitlement to be paid his proper fees and disbursements; and
- (c) the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.

21.3 Effect of Exercise of Option to Litigate

In the event that a notice pursuant to Clause 21.2 (*Option to Litigate*) is issued, the following provisions shall apply:

- (a) subject to sub-Clause 21.3(c) below, the courts of England shall have exclusive jurisdiction to settle any Dispute and each of the Trustees and the IsDB submits to the exclusive jurisdiction of such courts;
- (b) each of the Trustees and the IsDB agrees that the courts of England are the most appropriate and convenient courts to settle and Dispute and, accordingly, that it will not argue to the contrary; and
- (c) this Clause 21.3 is for the benefit of the Delegate only. As a result, and notwithstanding sub-Clause 21.3(a) above, the Delegate may take proceedings relating to a Dispute (**Proceedings**) in any other courts with jurisdiction. To the extent allowed by law, the Delegate may take concurrent Proceedings in any number of jurisdictions.

21.4 Process Agent

Each of the parties hereto (other than the Delegate) appoints Intertrust Corporate Services (UK) Limited at its registered office at 35 Great St. Helen's, London, EC3A 6AP, United Kingdom as its agent for service of process and undertakes that, in the event of Intertrust Corporate Services (UK) Limited ceasing so to act or ceasing to be registered in England, it will appoint another person approved by the Delegate as its agent for service of process in respect of any Proceedings or Disputes. Nothing herein shall affect the right to serve proceedings in any manner permitted by law.

21.5 Waiver of Interest

The parties hereto acknowledge and agree that, notwithstanding any other provisions of this Agreement, the principle of payment of interest is repugnant to the principles of Shari'a and to the extent that any law or provision would impose (whether by contract or statute) an obligation to pay interest to the other party in relation to this Agreement, each party expressly waives and rejects the entitlement to recover interest from another party.

22 Shari'a Compliance

Each of IDB Trust Services Limited, IsDB Trust Services No.2 SARL and The Islamic Development Bank hereby agrees that it has accepted the Shari'a compliant nature of these

presents, the Programme Documents and the Transaction Documents to which it is a party and, to the extent permitted by law, further agrees that:

- (a) it shall not claim that any of its obligations under these presents, the Conditions, the Programme Documents and the Transaction Documents to which it is a party (or any provision thereof) is *ultra vires* or not compliant with the principles of Shari'a;
- (b) it shall not take any steps or bring any proceedings in any forum to challenge the Shari'a compliance of these presents, the Conditions, the Programme Documents and the Transaction Documents to which it is a party; and
- (c) none of its obligations under these presents, the Conditions, the Programme Documents and the Transaction Documents to which it is a party shall in any way be diminished, abrogated, impaired, invalidated or otherwise adversely affected by any finding, declaration, pronouncement, order or judgment of any court, tribunal or other body that these presents, the Conditions, the Programme Documents and the Transaction Documents to which it is a party are not compliant with the principles of Shari'a.

23 Benefit of Agreement

This Agreement shall be binding on and inure to the benefit of each party hereto and its or any subsequent successors.

Schedule 1 - Form of Supplemental Wakala Agreement

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Supplemental Wakala Agreement in respect of the Portfolio corresponding to [*Currency*] [*Amount*] Trust Certificates due [*Date*] (Series No. [*Series*]) issued pursuant to the U.S.\$25,000,000,000 Trust Certificate Issuance Programme

Dated [Date]

[IDB Trust Services Limited / IsDB Trust Services No.2 SARL]
(Trustee)

The Islamic Development Bank
(Wakeel or IsDB)

The Law Debenture Trust Corporation p.l.c.
(Delegate)

Dentons & Co.
Level 18, Boulevard Plaza 2
Burj Khalifa District
PO Box 1756, Dubai
United Arab Emirates

دنتونز أند كو
الطابق ١٨ بوليفارد بلازا ٢
حي برج خليفة
ص ب ١٧٥٦ ، دبي
الإمارات العربية المتحدة

Supplemental Wakala Agreement

This Supplemental Wakala Agreement (this **Agreement**) is made on [date]

Between:

- (1) **[IDB Trust Services Limited**, a company incorporated under the laws of Jersey, whose registered office is at 44 Esplanade, St Helier, Jersey JE4 9WG / **IsDB Trust Services No.2 SARL**, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand-Duchy of Luxembourg, registered with the Luxembourg trade and companies register (*Registre de commerce et des sociétés*, Luxembourg) under number B247570 having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg] (in its capacity as issuer and its capacity as trustee for the Certificateholders, the **Trustee**);
- (2) **The Islamic Development Bank**, whose principal office is at 8111 King Khalid Street, Al Nuzlah Al Yamania District – Unit No. 1, Jeddah 22332-2444, Kingdom of Saudi Arabia (the **Wakeel** or the **IsDB**); and
- (3) **The Law Debenture Trust Corporation p.l.c.**, a company incorporated under the laws of England, whose registered office is at the Eighth Floor, 100 Bishopsgate, London, EC2N 4AG, United Kingdom (the **Delegate**).

Whereas:

- A The IsDB, [IDB Trust Services Limited / IsDB Trust Services No.2 SARL] and the Trustee have established a trust certificate issuance programme (the **Programme**) pursuant to which the Trustee may issue from time to time up to U.S.\$25,000,000,000 of trust certificates in Series, which may comprise one or more Tranches under that Series.
- B Pursuant to the Programme, the Trustee has agreed to issue [currency][amount] trust certificates due [date] (Series [series]) (the **Trust Certificates**).
- C The IsDB will, in respect of each Tranche under a Series, create a portfolio of assets which shall be separate and independent from all its other assets and which shall comprise:
 - (a) at least 51 per cent. tangible assets comprising of Lease Assets, Disbursing Istisna'a Assets, Shares, Sukuk and/or Restricted Mudaraba Assets; and
 - (b) no more than 49 per cent., intangible assets comprising of Istisna'a Receivables, Loan (Qard) Receivables, Commodity Murabaha (Tawarruq) Receivables and/or Murabaha Receivables,including, without limitation, the right to receive payment of any amounts due in connection with such assets, the right to demand, sue for, recover, receive and give receipts for all amounts payable, or to become payable, under the assets and/or agreements relating to the assets and the benefit of, and the right to sue on, all covenants in favour of the IsDB and the right to exercise all powers of the IsDB thereunder (such portfolio being, in respect of the first Tranche under a Series, the **Initial Portfolio** and, in respect of any other Tranche under a Series, the **Additional Portfolio**).
- D In connection with the Series and pursuant to an amended and restated master purchase agreement dated 25 February 2021, as supplemented by a supplemental purchase

agreement dated [*date*], the IsDB as seller has sold to the Trustee as purchaser, all of its rights, title, interest and benefit in and to the Initial Portfolio.

- E Pursuant to an amended and restated master wakala agreement dated 25 February 2021, between the Trustee, the IsDB and the Delegate (the **Master Wakala Agreement**), the Trustee hereby appoints the IsDB to act as its Wakeel (agent) and to perform limited actions in order to service the Portfolio in respect of the Series.

NOW IT IS HEREBY AGREED as follows:

1 Interpretation

1.1 Definitions

- (a) Terms defined in the Master Wakala Agreement shall, save where the context otherwise requires, bear the same meaning in this Agreement.
- (b) References in this Agreement to the Trust Certificates include (unless the context requires otherwise) any other Trust Certificates issued pursuant to Condition 22 and forming a single Series with the Trust Certificates.

1.2 Delegate

The Wakeel acknowledges that the Trustee has delegated certain of its rights and obligations under the Master Trust Deed to the Delegate and the Delegate may:

- (a) enforce the obligations of the Wakeel under this Agreement on behalf of the Trustee; and
- (b) exercise the rights of the Trustee, in accordance with its terms and the terms of the Master Trust Deed.

2 Appointment of the Wakeel and Standard of Care

2.1 Appointment of Wakeel

The Trustee hereby irrevocably appoints the IsDB to act as its agent (**Wakeel**) to collect and service the Portfolio relating to the Series and to prepare Servicing Reports, hold records in respect of the Portfolio on behalf of the Trustee, apply Collections in accordance with the terms of the Master Wakala Agreement, this Agreement and the Programme Documents, and to carry out any incidental matters relating thereto and to otherwise perform the obligations of the Wakeel set out in the Master Wakala Agreement and this Agreement.

2.2 Standard of Care

- (a) The Wakeel, shall, at all times during the term of its appointment, exercise a level of skill, care and attention in exercising the powers and performing the duties undertaken by it in this Agreement which is the level of skill, care and attention it would exercise in servicing its own assets.
- (b) The Wakeel shall be entitled to delegate its obligations hereunder to any person approved by the Trustee provided that the Wakeel shall remain primarily liable for the obligations incurred by it hereunder notwithstanding any such delegation.

2.3 Portfolio

The Wakeel agrees that as at the date of this Agreement the Portfolio shall comprise of the Initial Portfolio but may be supplemented by the purchase of one or more Additional Portfolios or Additional Portfolio Assets by the Trustee from time to time in accordance with the terms of the Programme Documents and Transaction Documents and any such Additional Portfolios and Additional Portfolio Assets shall be automatically, without any further action on the part of any party (other than the execution of the Declaration of Commingling of Assets by the Trustee pursuant to clause 6.11 of the Master Trust Deed), commingled with the Initial Portfolio and collectively comprise the Portfolio and be subject to the terms of this Agreement.

3 Supplemental Wakala Agreement

This Agreement is a Supplemental Wakala Agreement as that term is used in the Master Wakala Agreement. This Agreement is supplemental to and should be read and construed as one document in conjunction with the Master Wakala Agreement. The provisions of the Master Wakala Agreement are incorporated into this Agreement *mutatis mutandis*.

4 The Contracts (Rights of Third Parties) Act 1999

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

5 Limited Recourse and non-petition

Each party hereto expressly acknowledges that it is bound by the provisions in Clause 10 (*Limited Recourse and Non-Petition*) of the Master Wakala Agreement.

6 Counterparts and Severability

6.1 This Agreement may be executed and delivered in any number of counterparts (manually or by facsimile), all of which taken together shall constitute one and the same agreement and any party to this Agreement may enter into the same by executing and delivering a counterpart.

6.2 If any provision in or obligation under this Agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction that will not affect or impair:

- (a) the validity, legality or enforceability under the law of that jurisdiction of any other provision or obligation under this Agreement; or
- (b) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Agreement.

7 Further assurance

Each party hereto hereby undertakes:

- (a) to execute documents and do all acts or things; and
- (b) to use all reasonable endeavours to procure that third parties shall execute documents and do all acts and things,

in each case, as may be reasonably requested by another party to this Agreement or required by applicable law in order to carry out the intended purpose of this Agreement or otherwise to preserve or enforce the relevant party's rights under this Agreement including obtaining all necessary authorisations, consents, approvals, resolutions, licences, exemptions, filings or notarisations in connection therewith.

8 **[Amendments to Master Wakala Agreement]**

[Insert any amendments to the terms of the Master Wakala Agreement. If none, this Clause can be deleted.]

9 **Governing Law and Dispute Resolution**

9.1 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

9.2 Each of the parties hereto (other than the Delegate) appoints Intertrust Corporate Services (UK) Limited at its registered office at 35 Great St. Helen's, London, EC3A 6AP, United Kingdom as its agent for service of process and undertakes that, in the event of Intertrust Corporate Services (UK) Limited ceasing so to act or ceasing to be registered in England, it will appoint another person approved by the Delegate as its agent for service of process in respect of any Proceedings or Disputes. Nothing herein shall affect the right to serve proceedings in any manner permitted by law.

9.3 Each party hereto acknowledges and agrees that, notwithstanding any other provisions of this Agreement, the principle of payment of interest is repugnant to the principles of *Shari'a* and to the extent that any law or provision would impose (whether by contract or statute) an obligation to pay interest to another party in relation to this Agreement, each party expressly waives and rejects the entitlement to recover interest from another party.

10 **Shari'a Compliance**

Each of [IDB Trust Services Limited / IsDB Trust Services No.2 SARL] and The Islamic Development Bank hereby agrees that it has accepted the Shari'a compliant nature of these presents, the Conditions, the Programme Documents and the Transaction Documents to which it is a party and further agrees that, to the extent permitted by law:

- (a) it shall not claim that any of its obligations under these presents, the Conditions, the Programme Documents and the Transaction Documents to which it is a party (or any provision thereof) is ultra vires or not compliant with the principles of Shari'a;
- (b) it shall not take any steps or bring any proceedings in any forum to challenge the Shari'a compliance of these presents, the Conditions, the Programme Documents and the Transaction Documents to which it is a party; and
- (c) none of its obligations under these presents, the Conditions, the Programme Documents and the Transaction Documents to which it is a party shall in any way be diminished, abrogated, impaired, invalidated or otherwise adversely affected by any finding, declaration, pronouncement, order or judgment of any court, tribunal or other body that these presents, the Conditions, the Programme Documents and the Transaction Documents to which it is a party are not compliant with the principles of Shari'a.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

The Trustee

[IDB Trust Services Limited / IsDB Trust Services No.2 SARL]

By:

The Wakeel

The Islamic Development Bank

By:

The Delegate

The Law Debenture Trust Corporation p.l.c.

By:

Schedule 2- Form of Servicing Report

[Letterhead of The Islamic Development Bank]

SERVICING REPORT

[Date]

This is the Servicing Report referred to in Clause 3.2 (*Preparation of Servicing Report*) of the amended and restated master wakala agreement dated 25 February 2021 (the **Master Wakala Agreement**) as supplemented by the Supplemental Wakala Agreement for the period from [date of previous Servicing Report] to [date]. This Servicing Report relates to the Principal Collections (including Revenue Generating Assets Make-Whole Amount and Tangibility Make-Whole Amount, if any) and Profit Collections generated by the Portfolio in respect of the [currency][amount] Trust Certificates due [date] (Series No. [series]) issued by [IDB Trust Services Limited / IsDB Trust Services No.2 SARL] pursuant to the U.S.\$25,000,000,000 Trust Certificate Issuance Programme. All defined terms used here have the meanings given to them in the Wakala Agreement.

- 1 Set out below are the Principal Collections received in respect of the Portfolio since [date of last Servicing Report]:

Lease Assets

Country	Description of Lease	Period of Lease (Maturity)	Principal Amount [Specified Currency] ID [amount]
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Disbursing Istisna'a Assets

Country	Description	Maturity	Principal Amount [Specified Currency] ID [amount]
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Restricted Mudaraba Assets

Country	Description	Maturity	Principal Amount [Specified Currency] ID [amount]
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Sub-participation in Murabaha or Istisna'a financing

Country	Description	Maturity	Principal Amount [Specified Currency] ID [amount] / percentage of sub-participation
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Murabaha Receivables

Country	Description	Maturity	Principal Amount [Specified Currency] ID [amount]
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Commodity Murabaha (Tawarruq) Receivables

Country	Description	Maturity	Principal Amount [Specified Currency] ID [amount]
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Istisna'a Receivables

Country	Description	Maturity	Principal Amount [Specified Currency] ID [amount]
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Total [Specified Currency]
ID [amount]

Loan (Qard) Receivables

Country	Description	Maturity	Principal Amount / Purchase Value [Specified Currency] ID [amount]
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Total [Specified Currency]
ID [amount]

Shares/Sukuk

Country	Description	Maturity/Purchase Date ¹	Principal Amount/Purchase Value ² [Specified Currency] ID [amount]
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Total [Specified Currency]
ID [amount]

The exchange rate is [specify]

- 2 The total aggregate amount of Principal Collections standing to the account of the Trustee in the Principal Account, including the amount of the Principal Collections identified in paragraph 1 above, at today's date is: [currency][amount]
- 3 The Revenue Generating Assets Shortfall is: [[currency][amount]/Not applicable]
- 4 The Revenue Generating Assets Make-Whole Amount³ is: [currency][amount]⁴
- 5 The Tangibility is: [percentage]
- 6 The Tangibility Make-Whole Amount⁵ is: [currency][amount]
- 7 Set out below are the Profit Collections received from the Portfolio since [date of last Servicing Report]:
- 8 The total aggregate amount of Profit Collections standing to the account of the Trustee in the Profit Account, including the amount of the Profit Collections identified in paragraph 7 above, at today's date is: [currency][amount]

¹ In respect of Sukuk, specify date of maturity or final redemption. In the case of Shares, specify the date on which the relevant Shares have been purchased from [IDB Trust Services Limited / IsDB Trust Services No.2 SARL].

² In respect of Sukuk, specify principal amount that has been redeemed. In the case of Shares, specify the value paid for the relevant Shares that have been purchased from [IDB Trust Services Limited / IsDB Trust Services No.2 SARL].

³ If the Revenue Generating Assets Make-Whole Amount is more than zero, the Delegate (acting on behalf of the Trustee) shall, pursuant to the Master Trust Deed (and the relevant supplemental Trust Deed), deliver an exercise notice to the IsDB in accordance with the Additional Portfolio Assets Sale Undertaking.


⁴ State amount comprising Principal Collections in respect of the relevant Portfolio in the immediately preceding Calculation Period and any residual Principal Collections not applied in any previous Calculation Period.

⁵ If the Tangibility Make Whole Amount is more than zero, the Delegate (acting on behalf of the Trustee) shall, pursuant to Master Trust Deed (and the relevant supplemental Trust Deed), deliver an exercise notice to the IsDB in accordance with the Additional Portfolio Assets Sale Undertaking.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

The Trustees

IDB Trust Services Limited

By: Cheryl Heslop 
Director

IsDB Trust Services No.2 SARL

By:

The Wakeel

The Islamic Development Bank

By:

The Delegate

The Law Debenture Trust Corporation p.l.c.

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

The Trustees

IDB Trust Services Limited

By:

IsDB Trust Services No.2 SARL

By:



Claudio Chirco - Manager

The Wakeel

The Islamic Development Bank

By:

The Delegate

The Law Debenture Trust Corporation p.l.c.

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

The Trustees

IDB Trust Services Limited

By:

IsDB Trust Services No.2 SARL

By:

The Wakeel

The Islamic Development Bank

By:

A handwritten signature in black ink, appearing to read 'Gado', with a stylized flourish underneath.

Dr. Yasser Gado, Director, Treasury Department, IsDB

The Delegate

The Law Debenture Trust Corporation p.l.c.

By:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

The Trustees

IDB Trust Services Limited

By:

IsDB Trust Services No.2 SARL

By:

The Wakeel

The Islamic Development Bank

By:

The Delegate

The Law Debenture Trust Corporation p.l.c.

By:

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Katy LeGros
Authorised Signatory