
SUKUK SUBSCRIPTION AND ISSUE AGENCY
AGREEMENT

By and Between

[•]

(As the Pre-IPO Investor)

And

K-ELECTRIC LIMITED

(As the Issuer)

And

HABIB BANK LIMITED

(As the Issue Agent)

Executed at Karachi on _____, 2025



MOHSIN TAYEBALY & CO.
CORPORATE LEGAL CONSULTANTS | BARRISTERS & ADVOCATES

SUKUK SUBSCRIPTION AND ISSUE AGENCY AGREEMENT

This **SUKUK SUBSCRIPTION AND ISSUE AGENCY AGREEMENT** is made at Karachi on _____, 2025 (hereinafter referred to as the “**Agreement**”):

BY AND BETWEEN

1. **[•]**, a **[•]** [incorporated under the laws of Islamic Republic of Pakistan] and having its registered office at **[•]** (hereinafter referred to as the “**Pre-IPO Investor**”, which expression shall mean and include, where the context so requires or admits, its successors-in-interest and permitted assigns);

AND

2. **K-ELECTRIC LIMITED**, a company incorporated under the laws of Islamic Republic of Pakistan and having its registered office at KE House, 39-B, Sunset Boulevard, Phase-II, Defence Housing Authority, Karachi (hereinafter referred to as the “**Issuer**”, which expression shall mean and include, where the context so requires or admits, its successors-in-interest and permitted assigns);

AND

3. **HABIB BANK LIMITED**, a banking company incorporated under the laws of Pakistan and having its registered office at 9th Floor, Habib Bank Tower, Jinnah Avenue, Blue Area, Islamabad (hereinafter referred to as the **"Issue Agent"** which expression shall mean and include where the context so requires or admits its successors-in-interest and assigns).

(The Pre-IPO Investor, the Issuer and the Issue Agent are hereinafter collectively referred to as the **"Parties"** and individually referred to as a **"Party"**)

WHEREAS:

- A. The Issuer is proposing to raise financing under the Islamic mode of Musharaka (shirkat-ul-aqd) through issuance of redeemable capital in the aggregate amount of up to PKR 3,000,000,000/- (Pak Rupees Three Billion) inclusive of a green shoe option of up to PKR 1,000,000,000/- (Pak Rupees One Billion) in the form of listed, rated, unsecured Shariah compliant Sukuk Certificates (issued in scrip less form) (**"Sukuk Certificates"**), which shall comprise of a private placement (the **"Pre-IPO Placement"**) to eligible institutional and other investors (the **"Pre-IPO Investors"**) and a public offer of at least PKR 300,000,000/- (Pak Rupees Three Hundred Million) (the **"Public Offering"**) to retail investors (the **"Retail Investors"**) pursuant to the provisions of Section 66 of the Companies Act, 2017 (the **"Sukuk Issue"**), for which purpose Habib Bank Limited has been appointed as the Investment Agent by the Issuer pursuant to the Sukuk Issuance Agreement dated April 24, 2025 (the **"Sukuk Issuance Agreement"**).
- B. The sums paid by the Investors / Certificate Holders shall be applied towards the Designated Business of the Issuer as provided in the Musharaka Agreement dated April 24, 2025 (the **"Musharaka Agreement"**).
- C. Pursuant to the Musharaka Agreement, the Issue Agent (on behalf of the Investors) has agreed to invest in the Issuer's Designated Business (as defined in the Musharaka Agreement) and the Issuer has agreed to enter into a Musharaka, in return for which the Issuer shall make Provisional Profit Payments (including by way of adjustment to the extent applicable) and pay the Redemption Amount to the Issue Agent in accordance with the terms of the Transaction Documents.
- D. The Pre-IPO Investor has agreed to subscribe or procure subscription of, the Sukuk Certificates as described herein, subject to the Issuer issuing the Sukuk Certificates.
- E. The Issue Agent has agreed to act as the Issue Agent under this Agreement and to protect the interests of the Investors and hold the benefit of the covenants and obligations of the Issuer under the Transaction Documents for the benefit of the Certificate Holders.
- F. The Pre-IPO Investor has authorized the Issue Agent to execute this Agreement on behalf of the Pre-IPO Investor as part of a transaction which is in compliance with Shariah principles.
- G. The Sukuk Issue has been rated as "AA" (long-term) and "A1+" (short-term) by PACRA in terms of their report dated November 19, 2024.
- H. The Issuer has obtained an entity rating of "AA" (long-term) and "A1+" (short-term) by PACRA in terms of their report dated June 14, 2024.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless otherwise defined in this Agreement or the context does not so permit, terms defined in the Transaction Documents apply to this Agreement and, in addition:

“DSL Regulations” means Chapter 5B of the Rule Book titled “Listing of Debt Securities Regulations” as amended from time to time;

“Event of Default & Termination” means and includes all such instances, or any other instance as referred in the Transaction Documents;

“Prudential Regulations” means: (i) the Prudential Regulations of SBP for banking companies or other regulations as are notified from time to time by SBP; and (ii) the Prudential Regulations of SECP for non-banking finance companies or other regulations as are notified from time to time by SECP;

“SECP” means the Securities Exchange Commission of Pakistan;

“Transaction Documents” means the (i) Musharaka Agreement; (ii) Sukuk Issuance Agreement; (iii) one or more Sukuk Subscription and Issue Agency Agreement(s); and (iv) Application Form(s), including any modifications, amendments and supplementals thereto; and

“Unsecured” means no additional security is being obtained. However, the Investors have a right over the Musharaka pool of the Designated Business upto their investment ratio.

- 1.2 Except where otherwise specified, the following rules of interpretation and construction shall apply in construing this Agreement:

- (a) a reference to any legislation or legislative provision includes any statutory modification of re-enactment of, or legislative provision substituted for, and any subordinate legislation under that legislation or legislative provision;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a gender includes the other gender;
- (d) a reference to an individual or person includes a company, firm, trust authority or government and vice versa;
- (e) a reference to a recital, clause or schedule is to a recital, clause or schedule of or to this Agreement;
- (f) a recital, definition and/or schedule forms an integral and operative part of this Agreement;
- (g) headings are for convenience of reference only and do not affect interpretation;
- (h) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, restated or replaced from time to time;
- (i) a reference to any party to this Agreement or any other agreement, document or arrangement includes that party's executors, administrators, successors, permitted substitutes, permitted transferees and permitted assigns; and
- (j) All defined terms unless defined herein shall have the same meaning as ascribed to them under the Sukuk Issuance Agreement and the Musharaka Agreement.

2. APPOINTMENT OF THE ISSUE AGENT

2.1 The Pre-IPO Investor hereby irrevocably appoints the Issue Agent as its agent for the purposes set out in this Agreement, and hereby authorizes and instructs the Issue Agent to:

- (a) take such action on behalf of the Pre-IPO Investor and to exercise such rights, remedies, powers and discretions as are specifically delegated to the Issue Agent by this Agreement, together with such powers and discretions as are reasonably incidental thereto;
- (b) without prejudice to the generality of the foregoing, to enter into the Musharaka Agreement with the Issuer, on behalf of the Pre-IPO Investor as its agent;
- (c) to issue notices and make claims and demands on the Issuer in respect of the payments due under the Sukuk Issuance Agreement/ Musharaka Agreement and/or any other third party in relation to or pursuant to the Transaction Documents; and
- (d) to do all such acts as may be necessary and/or incidental for safeguarding the interests of the Pre-IPO Investor in relation to the Pre-IPO Investor's investment in the Sukuk Certificates.

2.2 The Pre-IPO Investor hereby irrevocably authorizes and instructs the Issue Agent to:

- (a) to enter into the Transaction Documents to which it is required to be a party, on behalf of the Pre-IPO Investor as its Issue Agent, and to exercise all rights, remedies, powers and discretions granted therein and be bound by and comply with all obligations stated therein;
- (b) without prejudice to the generality of the foregoing, to enter into the Musharaka Agreement with the Issuer, on behalf of the Pre-IPO Investor;
- (c) to issue notices, take necessary actions and make claims and demands on the Issuer with respect to any payments due under the Musharaka Agreement/ Sukuk Issuance Agreement (to the extent applicable) and/or any other third party in relation to or pursuant to the Transaction Documents;
- (d) to do all such acts as may be necessary and/or incidental for safeguarding the interests of the Pre-IPO Investor in relation to the Pre-IPO Investor's investment in the Sukuk Certificates; and
- (e) to transfer the Issue Agent's investment received by it, from the Pre-IPO Investor to the Issuer in accordance with the terms of this Agreement and Transaction Documents.

3. SUBSCRIPTION

3.1 Subject to the terms and conditions of this Agreement, and subject to the Issuer undertaking to issue the Sukuk Certificates, the Pre-IPO Investor agrees to subscribe to and / or procure the subscription of [•] Sukuk Certificates, with each Sukuk Certificate having a face value of PKR 10,000/- (Pak Rupees Ten Thousand) each, and having an aggregate face value of PKR [•]/- (Pak Rupees [•]), on or after the Closing Date for a consideration of PKR [•]/- (Pak Rupees [•]) (the "Issue Price").

4. CLOSING & BROKEN PERIOD PROFIT

4.1 Subject to the Issuer issuing a request for payment of the Issue Agent's Investment (to the extent of the Issue Price) in the form and substance provided in Schedule 2 attached hereto ("Request

for Payment”) and the Issue Agent issuing a request for payment of the Issue Price to the Pre-IPO Investor in the form and substance provided in Schedule 3 attached hereto (**“Request for Payment (Pre-IPO Investor)”**), payment of the Issue Agent’s Investment (to the extent of the Issue Price) shall be made by the Pre-IPO Investor and/or its nominated subscriber, as the case may be, on or after the Closing Date, by providing/ transferring immediately available funds in the account designated by the Issuer.

Subject to the Issuer obtaining the requisite waivers from the SECP and the Stock Exchange, the delivery/induction of the Sukuk Certificates shall be made within 10 (ten) Business Days of the Issue Date for the respective account of the Pre-IPO Investor and/or its nominated subscriber, as the case may be, through the facilities of Central Depository Company Limited as operator of the Central Depository System (CDS).

4.2 The Issuer agrees and confirms that the Issuer shall make a broken period profit payment to the Pre-IPO Investor from the date of receipt by the Issuer of the Issue Price received from the Pre-IPO Investor (based on the Issue Price from the Pre-IPO Investor) till the day immediately preceding the Issue Date (the **“Broken Period Profit (Pre-IPO Investor)”**). The Broken Period Profit (Pre-IPO Investor) shall be paid to the Pre-IPO Investor, through the Customary Method, in the following manner:

- (i) where the broken period is less than a period of 1 (one) month, the Broken Period Profit (Pre-IPO Investor) shall be paid within 7 (seven) Business Days from the Issue Date; or
- (ii) where the broken period is longer than a period of 1 (one) month, the Broken Period Profit (Pre-IPO Investor) shall be paid on a monthly basis commencing from the date of receipt by the Issuer of the Issue Price received from the Pre-IPO Investor, with the final payment to be made within 7 (seven) Business Days from the Issue Date.

The Broken Period Profit (Pre-IPO Investor) shall be calculated in the same manner as the Provisional Profit Payment is calculated, as provided under the Transaction Documents.

For the purposes of calculating the Broken Period Profit (Pre-IPO Investor), the Base Rate shall be the 3 months KIBOR prevailing 1 (one) Business Day prior to the Musharaka Commencement Date (i.e. being the date of first disbursement/contribution of the Issue Agent’s Investment). The Base Rate for the Broken Period Profit (Pre-IPO Investor) shall be notified by the Issue Agent to the Pre-IPO Investor as per the format attached as Schedule 4 hereto.

4.3 The Issuer also agrees and confirms that the Issuer shall make a broken period profit payment to a Retail Investor from the date of receipt by the Issuer of the subscription proceeds from such Retail Investor till the day immediately preceding the Issue Date (the **“Broken Period Profit (Retail Investor)”**). The Broken Period Profit (Retail Investor) shall be paid to any such Retail Investor, through the Customary Method, within 7 (seven) Business Days from the Issue Date. The Broken Period Profit (Retail Investor) shall be calculated in the same manner as the Provisional Profit Payment is calculated, as provided under the Transaction Documents.

For the purposes of calculating the Broken Period Profit (Retail Investor), the Base Rate shall be the 3 months KIBOR prevailing 1 (one) Business Day prior to the commencement of the subscription period under the Public Offering. The Base Rate for the Broken Period Profit (Retail Investor) shall be notified by the Issue Agent to the Retail Investors through email notice(s).

Notwithstanding anything contained above, for any retail investor whose application for subscription to the Sukuk Certificates is unsuccessful, the Issuer shall only make a broken period profit payment to such retail investor from the date of receipt by the Issuer of the subscription proceeds from such retail investor till the last subscription date (as part of the Public Offering) or the date of closure of the subscription period under the Public Offering, whichever is earlier. Any such broken period profit shall be paid by the Issuer, through the Customary Method, within 10

(ten) Business Days of the closure of the public subscription period under the Public Offering along with a refund of the subscription proceeds received from any such retail investor.

- 4.4 The Pre-IPO Investor hereby irrevocably authorizes the Issue Agent to distribute any Tier 2 Profit to which it is entitled to (as per the Tier 2 Profit sharing ratio contained in the Transaction Documents), by making charity payments to charitable institution(s), as approved by the Shariah Advisors.

The Issue Agent is also hereby authorized by the Retail Investors to distribute any Tier 2 Profit to which it is entitled to (as per the Tier 2 Profit sharing ratio contained in the Transaction Documents), by making charity payments to charitable institution(s), as approved by the Shariah Advisors.

5. SHARIAH COMPLIANCE

- 5.1 The Parties agree and acknowledge that the Transaction Documents form a Shariah compliant structure and approval from the Shariah Advisors and further undertake that they shall not call into question the structure of the transaction comprised in the Transaction Documents before any forum or court of law and agree that the Transaction Documents shall be interpreted in accordance with the principles of Shariah as interpreted by the Shariah Advisors. Any and all subsequent subscription of Sukuk Certificates under this structure shall comply with the principles of Shariah in accordance with applicable laws of Pakistan and shall not entail the giving or taking of interest, increased costs or any of the variants or forms of interest. Any dispute pertaining to interpretation of the Transaction Documents in compliance with the foregoing provisions of this Clause 5 shall be referred to the Shariah Advisors. In the event any dispute or difference of opinion arises regarding a Shariah opinion between the Issuer and the Shariah Advisors, the same shall be referred to the SECP, which may refer it to the Shariah Advisory committee of the SECP.
- 5.2 In the event the Issue Agent receives charity under the Transaction Documents, the same shall be distributed in accordance with the guidelines of the Shariah Advisors.

6. CONDITIONS PRECEDENT

- 6.1 The Issuer hereby unconditionally and irrevocably confirms, covenants, warrants, undertakes, acknowledges and accepts to and for the benefit of the Pre-IPO Investor that, notwithstanding anything to the contrary contained in this Agreement, the obligations of the Pre-IPO Investor under this Agreement are conditional upon the following conditions precedent (unless waived or deferred/postponed):
- (i) that the Issuer has the necessary power to enter into this Agreement and the relevant Transaction Documents, and that the execution and delivery of this Agreement and the relevant Transaction Documents by the Issuer and issuing the Sukuk Certificates is duly authorized by a resolution of the Board of Directors of the Issuer, whether passed by way of circulation or in a meeting, and a certified true copy of the same has been provided to the Issue Agent;
 - (ii) that the signatories of this Agreement and the relevant Transaction Documents on behalf of the Issuer are duly empowered to sign this Agreement and the relevant Transaction Documents to enter into on behalf of the Issuer and to bind the Issuer into the covenants and undertakings herein contained or which may arise as a consequence of the entering into this Agreement and the relevant Transaction Documents by the Issuer;
 - (iii) completion and fulfilment of all the legal formalities for the documentation and the Sukuk Issue by the Issuer and the Investment Agent, except for the completion and fulfilment of the legal formalities of the SECP and the Stock Exchange in respect of the Public Offering;

- (iv) compliance with all legal requirements and regulations, including but not limited to compliance with the Shariah Governance Regulations and the guidelines, and all actions / consents including corporate actions for the Sukuk Issue except for any applicable compliances, actions and consents required in respect of the Public Offering;
- (v) this Agreement is valid, binding, effective and enforceable against the Parties in terms hereof;
- (vi) the Issuer has obtained a long-term entity rating of “AA” (Double A) and a minimum short-term entity rating of “A1+” (A One Plus) from PACRA;
- (vii) the Issuer has obtained a minimum credit rating of “A1+” (short term) and “AA” (long term) by PACRA for the Sukuk Issue;
- (viii) the Issuer has issued an undertaking that there is no Event of Default & Termination as on the date thereof and that the Issuer is not in breach of any representation, warranty or covenant under this Agreement as on the date thereof;
- (ix) that the Issuer has obtained all material consents, waivers, approvals, authorizations and applicable permissions required for issuing the Sukuk Issue including, but not limited to, compliance with all applicable regulations of the SECP, Stock Exchange and the SBP except for any consents, waivers, approvals, authorizations, applicable permissions required in respect of the Public Offering and except for any compliances required in respect of the Public Offering;
- (x) that the Issuer has paid all costs, charges, fees and expenses due in terms of the Transaction Documents including but not limited to legal fee, investment agency fee and arrangement fee;
- (xi) the Issuer has issued an undertaking that nothing herein contained or in the Transaction Documents conflicts with any of the provisions of the Memorandum and Articles of the Issuer;
- (xii) the Issuer has taken all necessary steps and executed / procured the execution of all documentation pertaining to the Sukuk Issue or any other agreement between the Parties except as required and applicable in relation to the Public Offering;
- (xiii) that the Issuer has a clear eCIB Report (electronic Credit Information Bureau report of the SBP), evidenced by a current eCIB Report procured by the relevant Investor from the SBP and which report is not more than 2 (two) months old;
- (xiv) the Issuer is in compliance with the provisions of:
 - (a) all applicable laws, rules, regulations and guidelines with respect to the Sukuk Issue (except as required and applicable in relation to the Public Offering), including guidelines set out by the Shariah Advisors, including but not limited to Section 66 of the Companies Act, 2017, the SDS Regulations, the Public Offering Regulations, the Shariah Governance Regulations, the DSL Regulations, the Private Placement Rules and the Securities Act, 2015; and
 - (b) all other applicable laws, rules, regulations and guidelines;
- (xv) the Issuer has provided copies of the following:
 - (a) SECP Certified Memorandum and Articles;

- (b) SECP Certified Certificate of Incorporation;
 - (c) SECP Certified Form 29 / Form 9 (As applicable) and latest Form A;
 - (d) Copies of CNICs of all directors duly certified by the Company Secretary;
 - (e) Company Secretary certified list of authorized signatories along with their specimen signatures;
 - (f) Company Secretary certified list of directors; and
 - (g) Undertaking for Appropriate Utilization of Funds;
 - (xvi) the Issuer has provided to the Issue Agent the Shariah Advisors' certificate(s) / pronouncement(s) for the purposes of the Sukuk Issue;
 - (xvii) a legal opinion has been issued by the Transaction Legal Counsel confirming *inter alia* the validity, enforceability and binding effect of the obligations of the Issuer under the relevant Transaction Documents; and
 - (xviii) certification of completion, compliance and fulfilment of all the legal formalities/ requirements including compliance with all applicable regulations, corporate actions/ consents required for the documentation of the Sukuk Issue by the Issuer except as required and applicable in relation to the Public Offering.
- 6.2 The Issuer hereby further unconditionally and irrevocably confirms, covenants, warrants, undertakes, acknowledges and accepts to and for the benefit of the Pre-IPO Investor that, notwithstanding anything to the contrary contained in this Agreement, in the event that any of the conditions set out in Clause 6.1 above are not satisfied (unless waived or deferred / postponed) on or before the Closing Date, this Agreement shall terminate and the Pre-IPO Investor shall be under no further liability arising out of this Agreement, provided that the Pre-IPO Investor may in their discretion and by notice to the Issuer postpone or waive satisfaction of any of the above conditions or of any part of them.
- 6.3 The Issuer hereby further unconditionally and irrevocably confirms, covenants, warrants, undertakes, acknowledges and accepts to and for the benefit of the Pre-IPO Investor that notwithstanding anything to the contrary contained in this Agreement, it shall not be entitled to nor shall seek performance or enforcement of the obligations of the Pre-IPO Investor under this Agreement.
- 6.4 In the event that the Issuer fails to issue the Sukuk Certificates in terms of this Agreement within 10 (ten) Business Days of the Issue Date (subject to the Issuer obtaining the requisite waivers from the SECP and the Stock Exchange); the Issuer will forthwith on demand, refund to the Pre-IPO Investor any amount paid by the Pre-IPO Investor to the Issuer pursuant to this Agreement and pay profit to the Pre-IPO Investor for the period from the date of the payment till the date of refund in the same manner as applicable in respect of the Sukuk Certificates as provided in the terms and conditions of the Sukuk Certificates attached to the Sukuk Issuance Agreement ("**Term and Conditions**"). Upon such refund and payment being made by the Issuer to the Pre-IPO Investor, this Agreement shall stand terminated. Upon issuance of the Sukuk Certificates by the Issuer, this Agreement, in conjunction with the Terms and Conditions shall govern the relationship between the Issuer and the Pre-IPO Investor and continue in force until all moneys payable under the Sukuk Issue shall have been fully paid by the Issuer in accordance with the terms thereof.

7. TERMINATION

- 7.1 Notwithstanding anything contained in this Agreement, the Pre-IPO Investor may by written notice to the Issuer terminate this Agreement at any time before the time on or after the Closing Date when payment would otherwise be due under this Agreement to the Issuer in respect of the Sukuk Certificates if, in the opinion of the Pre-IPO Investor, there shall have been such a change, whether or not foreseeable at the date of this Agreement, in national or international financial, political or economic conditions or currency exchange rates or exchange controls as would in their view be likely to prejudice materially the success of the offering and distribution of the Sukuk Certificates or dealings in the Sukuk Certificates in the secondary market or any such scenario which may render the Issuer unable to perform its obligations under this Agreement, Sukuk Issuance Agreement or any other Transaction Document. Upon such notice being given, the signatories to this Agreement shall be released and discharged from their obligations under this Agreement.

8. INDEMNITY

- 8.1 The Issuer hereby agrees to indemnify and keep indemnified the Issue Agent and the Certificate Holders from and against all and any claims, actual loss, damages, rights, remedies, costs, expenses or proceedings of whatsoever nature brought or claimed by or on behalf of any person against Issuer or Certificate Holders arising out of any act or omission and /or negligence of the Issuer or default in making any payment obligation or anything arising out of issuance of the Sukuk Certificates by the Issuer except for where the same is caused as the gross negligence or willful misconduct of the Issue Agent.
- 8.2 In the event that the Pre-IPO Investor has elected to receive Provisional Profit Payments through the Adjustment Method and is an Eligible Investor – Adjustment Method, the Pre-IPO Investor hereby agrees to indemnify and keep indemnified the Issue Agent, Investment Agent and the Issuer from and against all and any claims, actual loss, damages, rights, remedies, costs, expenses or proceedings of whatsoever nature brought or claimed by or on behalf of any person against the Issuer or the Issue Agent / Investment Agent arising out of:
- (i) any discrepancies or differences appearing in the name of the Pre-IPO Investor and the name of the K-Electric account holder (as appearing in the system of the Issuer) whose K-Electric account number has been provided under Clause 12.1 of this Agreement for the purposes of receiving the Provisional Profit Payments through the Adjustment Method; and
 - (ii) any tax deductions required to be made compulsorily by the Issuer in accordance with applicable law, being made using the tax status (filer / non-filer) of the Pre-IPO Investor.
- 8.3 It is hereby clarified that the indemnity provided in Clause 8.2 above shall also be applicable in the case of Retail Investors and shall be deemed to be provided by any Retail Investor who has elected to receive Provisional Profit Payments through the Adjustment Method and is an Eligible Investor – Adjustment Method. In such case, the reference to the K-Electric account number mentioned in Clause 8.2(i) above shall mean and refer to the K-Electric account number provided by any such Retail Investor in the Application Form.

9. NOTICES

- 9.1 Any notice required to be given under this Agreement to the Pre-IPO Investor shall be delivered in person, sent by pre-paid registered post or via electronic mail addressed to address specified against their name in Schedule 1 hereto, or such other address / email of which notice in writing has been given to the Pre-IPO Investor under the provisions of this Clause.
- 9.2 Any such notice or notification shall be in English and shall take effect, in the case of a letter, at the time of delivery and, in the case via electronic mail, on the dispatch of the same, if before 3:00

PM (and if not, then on the next Business Day of the addressee), provided that no error has been received by the sender.

10. COUNTERPARTS

- 10.1 This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement.

11. GOVERNING LAW, JURISDICTION AND WAIVER

- 11.1 This Agreement is governed by, and shall be construed in accordance with, the laws of Pakistan.
- 11.2 The courts in Karachi shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any proceedings arising out of or in connection with this Agreement may be brought in such courts and, for such purposes, irrevocably submits to the jurisdiction of such courts.

12. MODE OF PROVISIONAL PROFIT PAYMENT

- 12.1 The Pre-IPO Investor, being an Eligible Investor – Adjustment Method, hereby agrees and confirms to the Issuer that it has elected to receive the Provisional Profit Payments due to it as follows:
- (i) **Mode of Provisional Profit Payment:** [Customary Method] OR [Adjustment Method];
- (ii) **K-Electric Account Number:** [•] OR [Not Applicable].
- 12.2 It is understood, agreed and acknowledged by the Pre-IPO Investor and all Investors that, with respect to any tax deductions required to be made compulsorily by the Issuer in accordance with applicable law pertaining to the Sukuk Issue, the tax status (filer / non-filer) of the relevant Investor shall be used for any such deductions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their representative thereunto duly authorised as of the day, month and year first above written.

In presence of the following Witnesses

**For and on behalf of
K-ELECTRIC LIMITED**
(as the Issuer)

Name: _____

Designation: _____

CNIC No.: _____

1 Signature: _____

 Name: _____

 CNIC No.: _____

2 Signature: _____

 Name: _____

 CNIC No.: _____

In presence of the following Witnesses

**For and on behalf of the
HABIB BANK LIMITED**
(As the Issue Agent)

Name: _____

Designation: _____

CNIC No.: _____

1 Signature: _____

 Name: _____

 CNIC No.: _____

2 Signature: _____

 Name: _____

 CNIC No.: _____

In presence of the following Witnesses

For and on behalf of the
[•]
(As the Pre-IPO Investor)

Name: _____
Designation: _____
CNIC No.: _____

1 Signature: _____
Name: _____
CNIC No.: _____

2 Signature: _____
Name: _____
CNIC No.: _____

SPECIMEN

SCHEDULE 1

CONTACT DETAILS FOR NOTICES

For the Pre-IPO Investor:

[•]

Attention: [•]

Address: [•]

E-mail Address: [•]

For the Issuer:

K-ELECTRIC LIMITED

Attention: Danyaal Jamal
Head of Treasury and Corporate Finance

Address: KE Head Office - Main Building, 39-B, Sunset Boulevard, DHA II, Karachi

E-mail Address: danyaal.jamal@ke.com.pk

For the Issue Agent:

HABIB BANK LIMITED

Attention: Burhan Nasir
Head Advisory, M&A and Capital Markets

Address: 24th Floor - HBL Tower, Plot # G4, Block 7 Clifton, Karachi

E-mail Address: burhan.nasir@hbl.com

SCHEDULE 2
REQUEST FOR PAYMENT

From: K-ELECTRIC LIMITED

To: HABIB BANK LIMITED (as the Issue Agent)

Dated: [•]

Dear Sirs:

Subject: Sukuk Subscription and Issue Agency Agreement dated [•], 2025 (the "Agreement")

1. We refer to the Agreement. This is a Request for Payment of the Issue Agent’s Investment (**“Request for Payment”**) to the extent of the Issue Price. Terms defined in the Agreement have the same meaning in this Request for Payment unless given a different meaning in this Request for Payment.
2. We wish to request payment of the Issue Agent’s Investment (to the extent of the Issue Price) on the following terms:

Proposed Payment Date: [•]

Amount: [•]

Details: Payment is to be made as per the details provided below:
[•]
3. We confirm that on the date of this Request for Payment no Event of Default & Termination has occurred and is continuing and the Conditions Precedent as stipulated in the Agreement have been satisfied.
4. This Request for Payment is irrevocable and is governed by the laws of the Islamic Republic of Pakistan.

Yours faithfully

**For and on behalf of
K-ELECTRIC LIMITED**

Name: _____

Designation: _____

CNIC No.: _____

SCHEDULE 3

REQUEST FOR PAYMENT (PRE-IPO INVESTOR)

From: Habib Bank Limited (As the Issue Agent)

To: [•] (the “Pre-IPO Investor”)

Dated [•]

Dear Sir,

Subject: Sukuk Subscription and Issue Agency Agreement dated [•], 2025 (the “Agreement”)

1. We refer to the subject Agreement. This is a request for payment (“**Request for Payment (Pre-IPO Investor)**”) of the Issue Price. Terms defined in the Agreement have the same meaning in this Request for Payment (Pre-IPO Investor) unless stated otherwise.
2. We wish to request payment of the Issue Price on the following terms:

Proposed Payment Date: [•];

Amount: [•]

Details: Payment is to be made to the respective recipient(s) in the amount(s) as per the details provided below:

[•]
3. This Request for Payment (Pre-IPO Investor) is irrevocable and is governed by the laws of Islamic Republic of Pakistan.

Yours faithfully,

For and on behalf of
Habib Bank Limited
(as the Issue Agent)

SCHEDULE 4

FORMAT OF BASE RATE NOTICE – BROKEN PERIOD PROFIT (PRE-IPO INVESTOR)

Dated: [•]

To: [•] (the “Pre-IPO Investor”)

Subject: Base Rate Notice for Broken Period Profit (Pre-IPO Investor)

Dear Sir / Madam,

Capitalized terms used herein shall have the meanings as ascribed to them in the Sukuk Subscription and Issue Agency Agreement dated [•], 2025 (the “**Agreement**”).

With reference to Clause 4.2 of the Agreement, for the purposes of the Broken Period Profit (Pre-IPO Investor), the Base Rate is defined as the three (3) Month KIBOR, prevailing 1 (one) Business Day prior to the Musharaka Commencement Date.

In this regard, the Base Rate, prevailing 1 (one) Business Day prior to the Musharaka Commencement Date, comes out to [•]% p.a.

Yours faithfully

**For and on behalf of
HABIB BANK LIMITED**