

Jimah East Power Sdn Bhd (“JEP” or “Project Company” or the “Issuer”)

A Sukuk Murabahah issuance of up to RM10.0 billion in nominal value (“Sukuk Murabahah”).

Principal Terms and Conditions

(A) CORPORATE INFORMATION OF ISSUER

- (1) Name : Jimah East Power Sdn Bhd (“JEP” or “Project Company” or the “Issuer”)
- (2) Address : Pejabat Setiausaha Syarikat, Tingkat 2, Ibu Pejabat Tenaga Nasional Berhad, No. 129, Jalan Bangsar, 59200 Kuala Lumpur.
- (3) Date of incorporation : 05-Jul-2013
- (4) Place of incorporation : Malaysia
- (5) Business registration number : 1053111-D
- (6) Residence status : Resident Controlled Company
- (7) Place and date of listing : Not listed
- (8) Principal activities : The principal activities of the Project Company are to design, construct, commission, operate and maintain a 2,000 megawatts coal-fired power plant in Kuala Sg. Sepang, Mukim Jimah, Negeri Sembilan in Peninsular Malaysia and to carry on the business of generating, supplying, distribution and transmitting electrical power, making available and selling generating capacity, and to enter into any arrangement, contract or agreement in connection thereto.
- (9) Authorised, issued and paid-up share capital : Authorised, issued and paid-up share capital as at 1 October 2015 are as follows:-
Authorised share capital
RM10,000,000.00 comprising 5,000,000 ordinary shares of RM1.00 each and 5,000,000 preference shares of RM1.00 each.
Issued and fully paid-up share capital
RM5,000,370 comprising 5,000,000 ordinary shares of RM1.00 each and 370 redeemable preference shares (“RPS”) of RM1.00 each.
- (10) Structure of shareholdings and names of shareholders or, in the case of a public company, names of all substantial shareholders : The shareholder and its shareholding in the Issuer as at 1 October 2015 are as follows:-

Shareholder	No. of ordinary shares of RM1.00 each and RPS	Shareholding (%)
Tenaga Nasional Berhad	3,500,000 (ordinary shares) 259 (RPS)	70
3B Power Sdn Bhd	1,500,000 (ordinary shares) 111 (RPS)	30
Total	5,000,370	100

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- (11) Board of directors : 1. Tan Sri Leo Moggie
2. Datuk Seri Ir. Azman bin Mohd
3. Fazlur-Rahman Bin Zainuddin
4. Nor Azman bin Mufti @ Jaafar
5. Yosuke Matsumoto
6. Kenichiro Kawamoto

(B) PARTIES TO THE TRANSACTION

(1) Origination

No.	Roles	Name of parties
1	Principal Adviser	CIMB Investment Bank Berhad
2	Principal Adviser	HSBC AMANAH MALAYSIA BERHAD
3	Lead Arranger	CIMB Investment Bank Berhad; HSBC Amanah Malaysia Berhad
4	Solicitors	Zaid Ibrahim & Co
5	Solicitors	Adnan Sundra & Low
6	Shariah Adviser	CIMB Islamic Bank Berhad; HSBC Amanah Malaysia Berhad
7	Financial Adviser	HSBC Bank Malaysia Berhad
8	Technical Adviser	Pöyry Energy Sdn Bhd
9	Environmental Adviser	Pöyry Energy Sdn Bhd
10	Insurance Adviser	Aon Insurance Brokers (Malaysia) Sdn Bhd
11	Issuer	Jimah East Power Sdn. Bhd.
12	Sponsor	Tenaga Nasional Berhad; Mitsui & Co., Ltd.
13	Credit Rating Agency	Malaysian Rating Corporation Berhad

(2) At point of distribution

No.	Roles	Name of parties
1	Lead Manager	CIMB; HSBC; Maybank Investment Bank Berhad
2	Bookrunner	CIMB; HSBC; Maybank Investment Bank Berhad
3	Issuer	Jimah East Power Sdn. Bhd.
4	Sponsor	Tenaga Nasional Berhad; Mitsui & Co., Ltd.

(3) After distribution

No.	Roles	Name of parties
1	Facility Agent	CIMB
2	Sukuk Trustee	AmanahRaya Trustees Berhad
3	Central Depository	Bank Negara Malaysia
4	Paying Agent	Bank Negara Malaysia
5	Security Agents	CIMB

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6	Technical Adviser	Pöyry Energy Sdn Bhd
7	Environmental Adviser	Pöyry Energy Sdn Bhd
8	Insurance Adviser	Aon Insurance Brokers (Malaysia) Sdn Bhd
9	Issuer	Jimah East Power Sdn. Bhd.
10	Sponsor	Tenaga Nasional Berhad; Mitsui & Co., Ltd 11
11	Credit Rating Agency	Malaysian Rating Corporation Berhad

(C) DETAILS OF FACILITY/PROGRAMME

(1) Name of facility : A Sukuk Murabahah issuance of up to RM10.0 billion in nominal value (“Sukuk Murabahah”).

(2) One-time issue or programme : One-time issue

(3) Shariah principles (for sukuk) :

No.	Shariah Principles
1	Murabahah (Cost-plus sale)

(4) Facility description : A sukuk issuance of up to RM10.0 billion in nominal value based on the Shariah principle of Murabahah (via a Tawarruq arrangement).

Sukuk Murabahah

The issuance of each tranche of the Sukuk Murabahah, shall be effected as follows:

1. The Sukuk Trustee (on behalf of the holders of the Sukuk Murabahah (“**Sukukholders**”)) and JEP shall enter into an agency agreement (“**Agency Agreement**”), pursuant to which JEP (in such capacity, the “**Agent**”) is appointed as the agent of the Sukukholders for the purchase and sale of Commodities (as defined in item (4) of the section entitled “Other Terms and Conditions”). The Agent will then enter into a “**Sub-Agency Agreement**” to appoint the Facility Agent as the sub-agent (in such capacity, the “**Sub-Agent**”) for the purchase and sale of Commodities under the Sukuk Murabahah issuance.
2. Pursuant to a commodities murabahah master agreement (“**Commodities Murabahah Master Agreement**”), to be entered into between JEP (in such capacity, the “**Purchaser**”) and the Agent and the Sukuk Trustee (acting on behalf of the Sukukholders), the Purchaser issues a purchase order (the “**Purchase Order**”) to the Agent and subsequently thereafter, the Agent issues the Purchase Order to the Sub-Agent. In the Purchase Order, JEP (acting as Purchaser for itself) will request the Agent, and subsequently, the Agent will request the Sub-Agent to purchase the Commodities on the terms specified therein. The Purchaser will irrevocably undertake to purchase the Commodities from the Sukukholders via the Sub-Agent at the Deferred Sale Price (as defined in item (5) of the section entitled “Other Terms and Conditions”).
3. Pursuant to the Purchase Order, the Sub-Agent via the Commodity Trading Participant (“**CTP**”) (pursuant to a CTP purchase agreement entered into between the Sub-Agent and the CTP)(“**CTP Purchase Agreement**”) will purchase on a spot basis the Commodities from commodity vendor(s) in the Bursa Suq Al-Sila' and/or such other independent commodity trading platforms as may be determined by the Joint Shariah Advisers (“**Commodity Seller**”) at a purchase price, which shall be an amount equivalent to the Sukuk Murabahah proceeds (“**Purchase Price**”).
4. JEP (acting as the Issuer) shall issue Sukuk Murabahah to the Sukukholders whereby the proceeds received from such issuance shall be used to pay for the Purchase Price of the Commodities. The Sukuk Murabahah shall evidence, amongst others, the Sukukholders' ownership of the Commodities and subsequently, once the Commodities are sold to JEP (as the

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Purchaser for itself), the entitlement to receive the Deferred Sale Price.

5. Thereafter, pursuant to the undertaking under the Purchase Order, the Sub-Agent (acting on behalf of the Agent who in turn acts as agent of the Sukukholders) shall sell the Commodities to JEP (acting as Purchaser for itself) at the Deferred Sale Price under the commodities sale and purchase agreement (the “**Sale and Purchase Agreement**”).
6. Subsequently thereafter, JEP (pursuant to the CTP sale agreement entered into between JEP, as Purchaser for itself, and the CTP) (“**CTP Sale Agreement**”) shall appoint the CTP to sell the Commodities to Bursa Suq Al-Sila’ and/or such other commodity trading platforms acceptable to the Joint Shariah Advisers (“**Commodity Buyer**”) on a spot basis for an amount equal to the Purchase Price. The CTP Sale Agreement will provide for the CTP to directly sell the Commodities to the Commodity Buyer upon notice by JEP that the Sale and Purchase Agreement has been duly executed and upon receipt of the sale instruction by JEP. During the tenure of the Sukuk Murabahah, JEP (in its capacity as the Purchaser), as part of its obligation to pay the Deferred Sale Price, shall make Periodic Profit Payments (as defined in item (7) of the section entitled “Other Terms and Conditions”) to the Sukukholders.
7. On the Sukuk Murabahah maturity dates or upon the declaration of an Event of Default or Mandatory Redemption, JEP (in its capacity as the Purchaser) shall pay all amounts outstanding in respect of the Deferred Sale Price of the relevant Sukuk Murabahah (subject to Ibra’ as defined in item (11) of the section entitled “Other Terms and Conditions”), where applicable, upon which the relevant Sukuk Murabahah will be cancelled.

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|------|---|---|--|
| (5) | Currency | : | Ringgit |
| (6) | Expected facility/
programme size | : | MYR10,000,000,000.00 |
| (7) | Option to upsize
(for programme) | : | No |
| (8) | Tenure of facility/
programme | : | 23 year(s) |
| (9) | Availability period
for debt/ sukuk
programme | : | Not applicable |
| (10) | Clearing and
settlement
platform | : | <ul style="list-style-type: none">• MyClear |
| (11) | Mode of issue | : | <ul style="list-style-type: none">• Book building• Book running• Bought deal• Private placement• Direct placement |
| (12) | Selling restrictions | : | <ul style="list-style-type: none">• Part 1 of Schedule 6 of the Capital Markets & Services Act, 2007 (CMSA)• Part 1 of Schedule 7 of the CMSA• Read together with Schedule 9 of CMSA• Section 4(6) of the Companies Act, 1965 |
| (13) | Tradability and
transferability | : | <ul style="list-style-type: none">• Tradable & transferable |
| (14) | Other regulatory
approvals
required in
relation to the
issue, offer or
invitation to
subscribe or
purchase
PDS/sukuk, and | : | None. |

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whether or not
obtained

- (15) Details of security/
collateral pledged : The Sukuk Murabahah shall be secured by the following security:
1. a first ranking National Land Code charge over the sub-lease of the Power Plant Land;
 2. a first ranking National Land Code charge over the Power Plant Land;
 3. a first ranking National Land Code charge over the lease of the Jetty Lands;
 4. a first ranking debenture comprising fixed and floating charges over all present and future assets of the Project Company excluding the Distribution Account, USD Distribution Account, Sukuk Trustee’s Reimbursement Account and all credit balances therein and any rights, interest, titles and benefits under the Offset Agreement and Offset Management Services Agreement;
 5. a first ranking legal and absolute assignment of all the Project Company’s rights, titles, interests and benefits under the Project Documents (as defined in item 15 of the section entitled “Other Terms and Conditions”) (which include the Project Company’s rights, title, benefits and interests in and under the applicable material insurance policies/takaful contracts in respect of the Project and all performance and/or maintenance bonds in respect of the Project and all other guarantees, advance payment bonds and other forms of payment or performance security issued in favour of the Project Company pursuant to any Project Document) and the proceeds therefrom (including the PPA and revenues thereunder) but excluding the generation licence, Offset Agreement and Offset Management Services Agreement;
 6. a first ranking assignment and charge over the Designated Accounts (as defined in item (20) of the section entitled “Details of designated accounts, if applicable”), other than the Distribution Account, USD Distribution Account and Sukuk Trustee’s Reimbursement Account, and all the credit balances therein and a first ranking charge over the Permitted Investments;
 7. such other security as advised by ASL to the JPA/JLA and to be mutually agreed between the Project Company and the JPA/JLA.

Documentation for the purpose of items (1) to (7) above shall be referred to hereinafter as the “**Security Documents**”. For the avoidance of doubt, items 1, 2 and 3 will only be executed after the issuance of the Sukuk Murabahah as conditions subsequent in accordance with item 22 of the section entitled “Conditions Precedent” below. The hedging counterpart(ies)(if any) of the hedging arrangements entered or to be entered into by the Project Company (“**Hedging Facilities**”), the working capital facility provider(s) (if any) and the PPA Performance Bond facility provider, may share the security given or to be given to the Sukukholders on a pari passu basis.

In such case, the security sharing arrangement and the application of proceeds received from such security will be governed by an intercreditor agreement to be entered into or acceded by, inter alia, the Project Company, the Sukuk Trustee, the Security Agent, the hedging counterpart(ies) of the Hedging Facilities, the relevant working capital facility provider(s) and the PPA Performance Bond facility provider (“**Intercreditor Agreement**”).

- (16) Details of
guarantee : Not guaranteed

- (17) Convertibility of
issuance : Non-convertible

- (18) Exchangeability of
issuance : Non-exchangeable

- (19) Call option : No call option

- (20) Put option : No put option

- (21) Details of
covenants : a. **Positive covenants**

To include, but subject to appropriate thresholds, exclusions and carve-outs for each of such covenants as agreed in the Deed of Covenants, inter alia, the following:

1. The Project Company shall obtain, maintain and comply with all material government

approvals and any additional governmental authorisations as shall now or hereafter be required under applicable laws, where failure to do so would have a Material Adverse Effect,

- a. to enable the Project Company lawfully to enter into, and exercise its rights and perform its obligations under, the Sukuk Finance Documents;
- b. to maintain the due legality, validity, binding effect and enforceability of the Project Company's obligations under the Sukuk Finance Documents; and
- c. to enable the Project Company to own, operate and maintain the Project and its assets and carry on its business;

2. The Project Company shall at all times upon request by the Sukuk Trustee execute or cause to be executed all such further documents and do all such further acts, as are reasonably necessary to give further effect to the terms and conditions of the Sukuk Finance Documents;

3. The Project Company shall exercise reasonable diligence in carrying out its business and affairs in a proper and efficient manner and in accordance with sound financial and commercial standards and practices of the power industry and in accordance with its memorandum and articles of association;

4. The Project Company shall perform in all material respects each of its obligations under each of the Project Documents to which it is a party and shall, to the extent within its reasonable control, procure that the other parties to the Project Documents comply with their respective obligations thereunder;

5. The Project Company shall, without cost to the Sukuk Trustee, take out and maintain at all times such relevant insurances/takaful contracts in accordance with an insurance plan to be mutually agreed between the Issuer and the JPA/JLA before issuance of the Sukuk Murabahah;

6. The Project Company shall prepare its financial statements on a basis consistently applied in accordance with approved accounting standards in Malaysia (unless otherwise disclosed) and those financial statements shall give a true and fair view of its results of the operations for the period to which the financial statements are made up;

7. The Project Company shall maintain an accounting system and records in compliance with applicable statutory requirements and in accordance with generally accepted accounting principles in Malaysia which are adequate to record and reflect its operations and financial condition and it will permit upon reasonable request by the Sukuk Trustee or its agent and servants and any person appointed or authorised by it with prior notice and at all reasonable times to have access to and to inspect its books of accounts and records relating to its business at any office, branch or place of business of the Project Company and all records kept by any other persons subject to such parties executing confidentiality undertakings as prescribed by the Project Company and provided further that such access and disclosure does not result in any contravention of any laws, regulations or directives by the Project Company and would not result in Project Company breaching any stock exchange requirements, duty of confidentiality or confidentiality obligations;

8. The Project Company shall open and maintain the required Designated Accounts; pay all relevant amounts into such accounts, make all payments from such accounts only as permitted under the Sukuk Finance Documents, and comply with the terms and conditions of the Sukuk Finance Documents in all matters concerning the Designated Accounts. Further, the Project Company shall forthwith notify the Security Agent in writing of any change in the authorised signatories to any of the Designated Accounts;

9. The Project Company shall comply with all applicable laws and regulations, all environmental laws, the environmental management plan and environmental licences where failure to do so would have a Material Adverse Effect;

10. The Project Company shall pay and discharge all taxes, assessments and governmental charges or levies whatsoever imposed on it or on its income or profits or on any of its property and all taxes, assessments and governmental charges or levies that it has agreed to pay pursuant to any Sukuk Finance Document or material government approval and all lawful claims relating thereto prior to the date on which penalties attach thereto, and shall timely file all returns relating thereto, except to the extent that any such tax, assessment, governmental

charge, levy or claim is being contested in good faith and by appropriate proceedings (and where it is not required under applicable law to pay such taxes, assessments and governmental charges, levies or claims pending determination of the matter) and for which adequate segregated reserves have been established therefor;

11. The Project Company shall preserve and maintain good and valid title to the Plant and all other assets of the Project Company (save as permitted pursuant to item 3 of the section entitled “Negative Covenants”), free and clear of any Security Interests other than Permitted Security Interests, and shall not grant any tenancy, licence or right to occupy or otherwise, subject to sub-paragraph item 3 of the section entitled “Negative Covenants”, part with title to or possession of any of the assets of the Project Company (other than amounts deposited in the Distribution Account and the USD Distribution Account);

12. The Issuer at all times maintain a Paying Agent with a specified office in Malaysia;

13. The Issuer will make available to the Sukuk Trustee particulars of all ratings on the Sukuk Murabahah by the Rating Agency;

14. The Issuer will procure that the Paying Agent will notify the Sukuk Trustee in writing in the event that the Paying Agent does not receive payment from the Issuer on the due dates as required under the Trust Deed and the terms and conditions of the Sukuk Murabahah;

15. The Issuer shall promptly comply with all applicable provisions of the CMSA and/ or the notes, circulars, conditions or guidelines issued by the SC, BNM and any other relevant regulatory authorities from time to time in relation to the Sukuk Murabahah;

16. The Issuer will ensure that the terms in the Sukuk Finance Documents of the Sukuk Murabahah do not contain any matter which is inconsistent with the provisions of the IM;

17. The Issuer shall cause all advances, if any, made by its directors, Shareholders and/ or its related company or associated company to be subordinated to the Sukuk Murabahah and no repayment and/ or prepayment of such advance shall be made unless otherwise provided and permitted under the Sukuk Finance Documents; and

18. Any other covenants as advised by ASL and mutually acceptable to the Project Company and the JPA/JLA.

b. **Negative covenants**

To include, but subject to appropriate thresholds, exclusions and carve-outs for each of such covenants as agreed in the Deed of Covenants, inter alia, the following:

1. The Project Company shall not change the utilisation of the proceeds of the Sukuk Murabahah from the purposes specified in the Sukuk Finance Documents or IM;
2. The Project Company shall not create or attempt or permit or agree to subsist any Security Interest (other than Permitted Security Interests) over any of its property, assets, rights or undertaking, or all or any part of the assets in respect of the Project other than pursuant to the Security Documents, or enter into any other preferential arrangement with any person having a similar effect which is not a Permitted Security Interest;
3. The Project Company shall not sell, transfer, lease or otherwise assign, deal with or dispose of all or any part of its business or all or any material part of its assets (or agree to do any of the foregoing) whether by a single transaction or by a number of transactions whether related or not, or permit a set-off (other than by operation of law) or combination of accounts (in respect of its book debts) except:
 1. sales of electric power and electric capacity pursuant to the PPA;
 2. the transfer of the Interconnection Facilities (as defined in the PPA) and the Transmission Line (as defined in the PPA) to TNB under the PPA;
 3. other sales, transfers and other dispositions of assets for good consideration and in the ordinary course of business or of obsolete, superfluous, worn out, defective or replaced assets in the ordinary course of business (not including assets reasonably required for the operation or maintenance of the Plant or for the performance of the Project

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Company's obligations or as permitted under the Transaction Documents unless such assets are substituted with replacement assets of equivalent value and use and secured in favour of the Security Agent in a manner similar to that of the assets replaced);

4. purchases or sales for cash of Permitted Investments prior to the maturity thereof in accordance with the Sukuk Finance Documents;
5. where the sale, transfer or lease is solely for the purposes of facilitating Shariah concepts used in Islamic financing facilities which constitute Permitted Indebtedness granted to the Project Company, is on customary terms and has no adverse consequences for the Project Company;
6. any disposal constituted by the granting of any Permitted Security Interest;
7. sale or disposal which would not have a Material Adverse Effect; or
8. as permitted under the Sukuk Murabahah.

provided that this paragraph shall not be deemed to prohibit the Project Company from making any payments that it is otherwise authorised to make in the accordance with the Sukuk Finance Documents;

4. the Project Company shall not permit any amendment, supplement or variation to its memorandum and articles of association in a manner which may be materially prejudicial to the interests of the Sukukholders;

5. the Project Company shall not incur or have outstanding any financial indebtedness which is not Permitted Indebtedness;

6. the Project Company shall not enter into any interest rate, currency or other derivative transaction except as permitted in the Sukuk Finance Documents;

7. the Project Company shall not enter into a transaction, whether directly or indirectly with interested persons (including a director, substantial shareholder or persons connected with them) unless:

1. such transaction shall be on terms that are no less favourable to the Project Company than those which could have been obtained in a comparable transaction from persons who are not interested persons; and
2. with respect to transactions involving an aggregate payment or value equal to or greater than the agreed percentage ratios as set out in the Bursa Malaysia Main Market Listing Requirements, the Project Company obtains certification from an independent adviser that the transaction is carried out on fair and reasonable terms, provided that the Project Company certifies to the Sukuk Trustee that the transaction complies with item (a) above, that the Project Company has received the certification referred to in this item (b) (where applicable) and that the transaction has been approved by the majority of the board of directors or shareholders in a general meeting as the case may require.

8. the Project Company shall not, without the prior written consent of the Sukuk Trustee: (i) provide financing/lend any money to any party other than Islamic financing/loan to its directors, officers or employees as part of their terms of employment and on ordinary commercial terms of employment; (ii) provide or permit to exist any guarantee where the Project Company is a guarantor or is liable to pay for the same thereunder; (iii) make any Islamic financing/loan or investment other than Islamic financing/loans or investments authorized or not prohibited under the Transaction Documents; or (iv) make any prepayment of or make any payment of profit/interest on any Islamic financing/loans or advances from its directors or its related or associated companies (unless otherwise provided or required under the Project Documents or as permitted under the Sukuk Finance Documents);

9. the Project Company shall not enter into any transactions or material agreement, other than:
a. on arm's length commercial terms in the ordinary course of business;

- b. where such transaction would not have a Material Adverse Effect; and
 - c. in any event subject to the restrictions in the Sukuk Finance Documents, and in the case of material agreement, a copy of such material agreement is provided to the Security Agent promptly after such agreement is entered into;
10. The Project Company shall not enter into any consolidation or amalgamation with, or merger with or into, or transfer all or substantially all its assets to (unless as permitted under item 3 of the section entitled Negative Covenant), another entity or enter into any reconstruction, or winding-up;
11. the Project Company shall not voluntarily enter into, commence or institute for the dissolution or for the appointment of a receiver, receiver and manager, liquidator, judicial manager or such similar officer of the Project Company;
12. the Project Company shall not amend the terms of the Project Development Agreement without the prior written consent of the Sukuk Trustee;
13. the Project Company shall not open any bank accounts other than Designated Accounts, any accounts opened pursuant to the Permitted Investments and any other accounts as may be permitted under the Sukuk Finance Documents. The following terms shall apply to the Sukuk Trustee’s Reimbursement Account for Sukukholders:
- 1. the sum of Ringgit Thirty Thousand (RM30,000.00) will be maintained at all times throughout the tenure of the Sukuk Murabahah;
 - 2. the Sukuk Trustee’s Reimbursement Account will be maintained as long as any Sukuk Murabahah is outstanding; and
 - 3. the moneys in the Sukuk Trustee’s Reimbursement Account will be used by the Sukuk Trustee in carrying out its duties in relation to the occurrence of an Event of Default or an enforcement event provided for under the financing documents pertaining to the Sukuk Murabahah;
14. The Project Company shall not, without the prior written consent of the Sukuk Trustee, suspend, amend, modify or vary or agree to any suspension of, or any amendment, modification or variation to, or abandon, or issue or agree to any change order or variation order being issued under, or set-off, forebear or waive compliance with, any provision of any Project Document or serve any notice of breach or default or suspension under any Project Document, provided that no such consent shall be required:
- (i) in relation to any change or variation order, amendment, modification, concession, forbearance or waiver (each a “**Change**”) under the EPC Contract if such Change (A) does not increase the contract price by more than RM15,000,000.00 per Change or by more than RM60,000,000.00 when aggregated with all other Changes previously issued under the EPC Contract, provided that any Changes previously approved by the Sukuk Trustee shall not be taken into account for the purpose of determining whether the RM15,000,000.00 limit set out in this sub-paragraph (A) has been exceeded; and (B) does not give any extension of time which would be reasonably likely to result in the Project Company being in breach of its obligations under the Sukuk Finance Documents;
 - (ii) in relation to any change or variation order, amendment, modification, concession, forbearance or waiver (each a “Change” for purposes of this paragraph) under the Transmission Line EPC Contract if such Change (A) does not increase the contract price by more than RM6,000,000.00 per Change or by more than RM18,000,000.00 when aggregated with all other Changes previously issued under the Transmission Line EPC Contract, provided that any Changes previously approved by the Sukuk Trustee shall not be taken into account for the purpose of determining whether the RM6,000,000.00 limit set out in this sub-paragraph (A) has been exceeded; and (B) does not give any extension of time which would be reasonably likely to result in the Project Company being in breach of its obligations under the Sukuk Finance Documents;
 - (iii) in relation to any change or variation order, amendment, modification, concession, forbearance or waiver (each a “Change” for purposes of this paragraph) under the Transmission Works EPC Contract if such Change (A) does not increase the contract price by more than RM6,000,000.00 per Change or by more than RM18,000,000.00 when aggregated

with all other Changes previously issued under the Transmission Works EPC Contract, provided that any Changes previously approved by the Sukuk Trustee shall not be taken into account for the purpose of determining whether the RM6,000,000.00 limit set out in this subparagraph (A) has been exceeded; and (B) does not give any extension of time which would be reasonably likely to result in the Project Company being in breach of its obligations under the Sukuk Finance Documents;

(iv) without limitation to paragraphs (i), (ii) and (iii) above, in relation to any Change under any other Project Document, if such Change is not material and does not increase the contract price by more than RM3,000,000.00 when aggregated with all other Changes previously agreed to under such Project Document;

15. The Project Company shall not make any transfers to the Distribution Account for any dividend payments, payments under indebtedness which is subordinated, payment of dividend/interest on the RPS, payment of shareholders' advances/grants, repayment of preference shares, purchase or redemption of any of its issued shares or reduction of its share capital or make a distribution of assets or other capital distribution to the Shareholders or any payment to an affiliate other than pursuant to a Project Document or from the Distribution Account unless if each of the following conditions is satisfied on the date of such Restricted Payment Date and if the Project Company certifies to the Security Agent that each such condition is satisfied on such Restricted Payment Date:

(i) the Project Completion Date shall have been achieved;

(ii) the first scheduled principal payment under the Sukuk Murabahah have been redeemed in full;

(iii) no Event of Default or Potential Event of Default has occurred and is continuing;

(iv) the balance of the Operating Accounts on the immediately preceding Profit Payment Date was at least equal to the payments projected (where relevant, in accordance with the Annual Operating Budget and financial model) to be required to be made from those Designated Accounts pursuant to item (i) of the section entitled “Revenues Account” prior to the next Monthly Transfer Date;

(v) the balance of the Finance Service Account on the immediately preceding Profit Payment Date was at least equal to the sum of the then required Principal Accrual Requirement and the Profit Accrual Requirement;

(vi) the Maintenance Reserve Account is funded in accordance with item (viii) of the section entitled “Revenues Account” and there is no outstanding funding shortfall;

(vii) the then required Finance Service Reserve Requirement on the immediately preceding Profit Payment Date had been met; and

(viii) the FSCR would be at least 1.50 times if recomputed immediately after deducting such distribution amount from Net Available Cash.

For the avoidance of doubt, this item 15 shall not be applicable in respect of transfers from the Distribution Account and/or the USD Distribution Account for payment of Development Costs.

16. The Project Company undertakes that upon the issuance of the legal title to the Power Plant Land in the name of the Project Company, the Project Company will not take any action to cancel the registered lease to Jimah Energy Ventures Sdn Bhd or the registered sub-lease to the Project Company prior to the registration of the charge in favour of the Security Agent over the Power Plant Land; and

17. any other covenants as advised by ASL and mutually acceptable to the Project Company and the JPA/JLA.

c. **Financial covenants**

1. Finance to Equity Ratio

On each FSCR Determination Date, the Project Completion Date and the date falling one (1) year after the Project Completion Date, the Project Company shall ensure that the Finance to Equity

Ratio does not exceed 80:20.

Finance to Equity Ratio means the ratio of:

- a. the sum of (i) the aggregate outstanding nominal value of the Sukuk Murabahah payable by the Project Company and (ii) the aggregate principal amount of other Permitted Indebtedness payable by the Project Company (other than RPS and the indebtedness as described in item (6) of the Permitted Indebtedness);

to:

- b. Shareholder Funds.

“Shareholder Funds” means the aggregate of (a) all proceeds of subscription by the Shareholders for ordinary voting shares in the capital of the Project Company; (b) all proceeds of subscription by the Shareholders for the RPS (including any premium payable to the Project Company in respect thereof) and (c) subordinated shareholder/related corporation loans/Islamic financing (if any), but shall exclude such equity injection by the Shareholders and subordinated financing/loan from related parties provided into the Distribution Account and/or USD Distribution Account for purposes of payment of the Development Costs.

2. Finance Service Coverage Ratio (“FSCR”)

The Project Company shall ensure that as at each FSCR Determination Date, the FSCR is not less than 1.25 times.

FSCR means, for each FSCR Determination Date, the ratio of (a) Net Available Cash during the relevant FSCR Period to (b) Total Finance Service during the same FSCR Period.

Net Available Cash is the aggregate of:

- a. cash balances standing to the credit of all the Designated Accounts (excluding Distribution Account, USD Distribution Account and the Sukuk Trustee Reimbursement Account) as at the FSCR Determination Date including the amounts available for drawing under the FSRA Security, plus the Total Finance Service which has been paid; and
- b. the value of Permitted Investments from monies standing to the credit of all the Designated Accounts (excluding Distribution Account, USD Distribution Account and the Sukuk Trustee Reimbursement Account) as at the FSCR Determination Date.

Total Finance Service is the aggregate of:

- a. all amounts due and payable of Deferred Sale Price under the Sukuk Murabahah during the FSCR Period; and
- b. all other outstanding amounts of principal and profit/interest due and payable arising from Permitted Indebtedness of the Project Company during the FSCR Period other than the RPS, financing facilities from related parties and any facility which is subordinated.

FSCR Determination Date means each Profit Payment Date after the COD of Unit 2.

FSCR Period means the period of twelve (12) months ending on such FSCR Determination Date.

For the avoidance of doubt, any double counting in respect of the Finance to Equity Ratio and the FSCR shall be disregarded. The FSCR shall be calculated starting from the COD of Unit 2.

d. Information covenants

To include, inter alia, the following:

1. the Project Company shall:

- a. as soon as the audited financial statements are available, but in any event, within one hundred and eighty (180) days after the end of each respective financial year, supply to the Sukuk Trustee copies of the financial statements of the Project Company in respect of such financial year audited

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by firm of independent international auditors approved by the Sukuk Trustee;

b. as soon as the unaudited financial statements are available, but in any event within ninety (90) days after the end of each of their respective financial half year, supply to the Sukuk Trustee copies of unaudited semi-annual financial statements for that financial half year of the Project Company prepared on a basis consistent with its audited financial statements;

c. deliver to the Security Agent / Sukuk Trustee no later than fifteen (15) business days after each FSCR Determination Date, a statement (“**FSCR Statement**”) which shall:

1. be prepared as of such FSCR Determination Date and set out (A) Net Available Cash for the FSCR Period; and (B) Total Finance Service (including a breakdown of such amount for each of the categories under Total Finance Service) for the FSCR Period;
2. set out a calculation of the FSCR as at the relevant FSCR Determination Date;
3. be calculated in RM and, to the extent that any sum denominated in a currency other than RM, its equivalent in RM is to be taken into account; and
4. be certified by at least one (1) directors of the Project Company;

d. deliver to the Sukuk Trustee, promptly on request, such other information which the Sukuk Trustee may reasonably require in order to discharge its duties and obligations in accordance with the Trust Deed to the extent permitted by law and would not result in the Project Company breaching any stock exchange requirements, duty of confidentiality or confidentiality obligations;

e. promptly notify the Sukuk Trustee of (i) copies of any accounts (other than those provided above), reports, notice, statements or circulars issued by the Project Company to the Shareholders. Such accounts, reports, notices, statements or circulars may be circulated by the Sukuk Trustee at its discretion to Sukukholders and the Rating Agency; and;

f. no later than sixty (60) days prior to the expected COD of Unit 1 adopt an operating plan and a budget of estimated Operating Costs, estimated income and proposed estimated Capital Costs for the period commencing on the COD of Unit 1 and ending on 31 December of that year (the “**Initial Operating Period**”), and, no later than sixty (60) days prior to the beginning of each subsequent fiscal year (each, for the purposes of this sub-paragraph, an “**Annual Period**”), it will similarly adopt an operating plan and a budget of estimated Operating Costs, estimated income and proposed estimated Capital Costs for such ensuing Annual Period (such operating plan and budget for an Annual Period the “**Annual Operating Budget**”), and the Project Company shall furnish copies of the proposed operating budget for the Initial Operating Period and each Annual Period to the Security Agent and the Sukuk Trustee no later than the start of the Initial Operating Period and each Annual Period, as applicable. The actual Variable Operating Costs incurred may not exceed the Variable Operating Costs (as defined in the O&M Agreement) and as set out in the proposed operating budget by more than 20% per annum.

2. the Project Company shall promptly upon the Project Company obtaining knowledge thereof, notify the Sukuk Trustee of any change in the board of directors of the Project Company, in any event within thirty (30) days from such change;

3. the Project Company shall promptly upon the Project Company obtaining knowledge thereof, notify the Sukuk Trustee of any litigation, arbitration or administrative proceeding as referred to in item 23(6) and (7) of the section entitled Representations and Warranties;

4. the Project Company shall notify the Security Agent and the Sukuk Trustee promptly upon becoming aware of any Events of Default, or any material breach or dispute under any Sukuk Finance Document;

5. when the Project Company delivers its audited financial statements in accordance with item (1)(a) of the section entitled Information Covenants, the Project Company shall supply to the Sukuk Trustee a certificate signed by at least one (1) director certifying that:

- a. since the date of the previous certificate (or, in the case of the first certificate, since the issue date of the Sukuk Murabahah), no Events of Default or enforcement under any Sukuk Finance Document to which it is a party exists (or if such event is in existence, specifying such event and the steps, if any, being taken to remedy it); and/or

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- b. the Project Company has observed, performed and complied with all of its covenants (including financial covenants) and other relevant obligations under the Sukuk Finance Documents;

6. the Project Company shall, subject to the relevant representatives complying with all reasonable Site rules and policies, permit representatives of the Security Agent, the Sukuk Trustee and their advisers, including without limitation, the Insurance Adviser and the Technical Adviser, during business hours and upon reasonable written advance notice, to visit and inspect the Site, to examine the current plans, specifications, and manuals (and all supplements thereto), technical and statistical data, accounting books, records and other data in the possession or control of the Project Company with respect to the Project and to make copies and abstracts therefrom as may be required in order for such parties to discharge their duties and obligations, to attend any tests conducted at the Project under the EPC Contract or the PPA and to confer with its principal officers and engineers;

7. the Project Company shall provide to the Security Agent and the Sukuk Trustee as soon as possible, but in any event within ten (10) business days of receipt by the Project Company or the issuance by the Project Company of, copies of all default notices, suspension notices, force majeure notices, change in law notices and termination notices in relation to the Project Documents;

8. the Project Company shall promptly upon the Project Company obtaining knowledge thereof, notify the Security Agent and the Sukuk Trustee of any material breach, termination, rescission, discharge (otherwise than by performance), supplement, novation, amendment or waiver in writing of, or indulgence in writing under, any provision of any Project Document or any variation order issued under the EPC Contract, the Transmission Line EPC Contract, Water Pipeline Construction Agreement and Transmission Works EPC Contract, which would require the approval of the Sukuk Trustee under item (14) of the Negative Covenants;

9. the Project Company shall promptly upon the Project Company obtaining knowledge thereof, notify the Sukuk Trustee of:

- a. any change in its withholding tax position or tax jurisdiction;
- b. any substantial change in the nature of the business of the Project Company;
- c. any change in the use of the proceeds arising from the Sukuk Murabahah and the details of such change in use as set out in the Sukuk Finance Documents or the information memorandum of the Sukuk Murabahah (“IM”);
- d. any other matter that may materially prejudice the interests of the Sukukholders under the Sukuk Finance Documents;
- e. any circumstances that have occurred that would materially prejudice the Project Company or the Security Interests created under the Sukuk Finance Documents; and
- f. the occurrence of any event that has caused or could cause, one or more of the following:
 - 1. any amount secured or payable under the Sukuk Murabahah to become immediately payable;
 - 2. the security created for the Sukuk Murabahah to become immediately enforceable; or
 - 3. any other right or remedy under the terms, provisions or covenants of the Sukuk Murabahah to become immediately enforceable.

10. until the COD of Unit 2, the Project Company shall provide to (i) the Technical Adviser, no later than thirty (30) days following the end of each quarter, the information required by the Technical Adviser for the preparation of a Progress Report; and (ii) the Security Agent and the Sukuk Trustee, no later than forty five (45) days following the end of each quarter, a Progress Report;

11. the Project Company shall inform the Sukuk Trustee within thirty (30) days after completion of any permitted transfer of shares as described in the section entitled Shareholding Covenants;

12. until the COD of Unit 2, the Project Company shall provide to the Security Agent and the Sukuk Trustee, no later than forty five (45) days following the end of each quarter, a calculation of the

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Exchange Rate Cost Overrun as at the end of that quarter. The first quarter shall commence on a date occurring within three (3) months from the Issue Date; and

13. any other covenants as advised by ASL and mutually acceptable to the Project Company and the JPA/JLA.

(22) Details of designated account(s) :

No.	Account name	Parties responsible for opening account	Parties responsible to maintain/operate account	Signatories to account	Sources of funds	Utilisation of funds
1	Shariah-compliant Ringgit Escrow Account with an Islamic financial institution rated AA3/AA- or above (“Ringgit Escrow Account”)	Project Company	The Security Agent and the Project Company shall jointly operate the Ringgit Escrow Account provided that upon the occurrence of an Event of Default that is continuing the Security Agent shall solely operate the Ringgit Escrow Account. Once the Event of Default is no longer continuing, the Security Agent and the Project Company shall jointly operate the Ringgit Escrow Account.	The Security Agent and the Project Company shall be the joint signatories provided that upon the occurrence of an Event of Default that is continuing the Security Agent shall be sole signatory. Once the Event of Default is no longer continuing, the Security Agent and the Project Company shall be the joint signatories.	All proceeds from the issuance of the Sukuk Murabahah.	(i) transfers to the Ringgit Disbursement Account for each payment of Project Costs payable in Ringgit; (ii) upon conversion to Dollar or Yen, transfers to Dollar Escrow Account and Yen Escrow Account; (iii) prior to Initial Scheduled COD of Unit 2, transfers to the Ringgit Disbursement Account for transfer to the Finance Service Accounts for payment of Periodic Profit Payments; (iv) transfers to the Ringgit Disbursement Account for payments of staff costs and petty cash in accordance with Construction Budget but no more than RM1,215,000 per month into the Staff Costs and Petty Cash Account prior to Project Completion Date; (v) upon Project Completion Date, balance for transfers to Ringgit Disbursement Account. All transfers to any Ringgit Disbursement Account, Dollar Disbursement Account and/or Yen Disbursement Account (collectively, the Disbursement Accounts) for the payments of Project Costs made from the Ringgit Escrow Account, Dollar Escrow Account and/or Yen Escrow Account (collectively, the Escrow Accounts) shall only be made subject to

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						certification from the Technical Adviser, documentary evidence in form and substance acceptable to the Security Agent and provided that the equity portion of each payment for Project Costs has been deposited into the relevant Disbursement Account in accordance with the equity portion of the finance to equity ratio in the financial model used to satisfy the Conditions Precedent which shall be at least twenty percent (20%) and/or such other terms and conditions to be agreed upon in the Deed of Covenants. Each of the Escrow Accounts may be closed at such time after the Project Completion Date, when the balance standing to the credit thereof to the relevant Escrow Account equals zero.
2	Shariah-compliant Ringgit Disbursement Account with an Islamic financial institution rated AA3/AA- or above (“Ringgit Disbursement Account”)	Project Company	The Security Agent and the Project Company shall jointly operate the Ringgit Disbursement Account provided that upon the occurrence of an Event of Default that is continuing the Security Agent shall solely operate the Ringgit Disbursement Account. Once the Event of Default is no longer continuing, the Security Agent and the Project Company shall jointly operate the Ringgit	The Security Agent and the Project Company shall be the joint signatories provided that upon the occurrence of an Event of Default that is continuing the Security Agent shall be sole signatory. Once the Event of Default is no longer continuing, the Security Agent and the Project Company shall be the joint signatories.	(i) all transfers from the Ringgit Escrow Account (ii) equity injection by the Shareholders and subordinated Islamic financing/loan from related parties prior to Project Completion Date.	(i) payments for Project Costs payable in Ringgit; (ii) upon conversion to Dollar or Yen, transfers to Dollar Disbursement Account and Yen Disbursement Account; (iii) prior to Initial Scheduled COD of Unit 2, transfer to the Finance Service Accounts for payment of Periodic Profit Payments; (iv) payments of staff costs and petty cash in accordance with Construction Budget but no more than RM1,215,000 per month into the Staff Costs and Petty Cash Account prior to Project Completion Date; (v) upon Project Completion Date, balance for transfers to Revenues Account. Each of the Disbursement Accounts may be closed at such time after the Project Completion Date, when the balance standing to the credit thereof to the relevant

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			Disbursement Account.			Disbursement Account equals zero.
3	Shariah-compliant Dollar Escrow Account with an Islamic financial institution rated AA3/AA- or above (“Dollar Escrow Account”)	Project Company	The Security Agent and the Project Company shall jointly operate the Dollar Escrow Account provided that upon the occurrence of an Event of Default that is continuing the Security Agent shall solely operate the Dollar Escrow Account. Once the Event of Default is no longer continuing, the Security Agent and the Project Company shall jointly operate the Dollar Escrow Account.	The Security Agent and the Project Company shall be the joint signatories provided that upon the occurrence of an Event of Default that is continuing the Security Agent shall be sole signatory. Once the Event of Default is no longer continuing, the Security Agent and the Project Company shall be the joint	Upon conversion to Dollar from the Ringgit Escrow Account of proceeds from the issuance of the Sukuk Murabahah.	(i) transfers to the Dollar Disbursement Account for each payment of Project Costs payable in Dollar; (ii) upon Project Completion Date, balance for transfers to Dollar Disbursement Account.
4	Shariah-compliant Dollar Disbursement Account with an Islamic financial institution rated AA3/AA- or above (“Dollar Disbursement Account”)	Project Company	The Security Agent and the Project Company shall jointly operate the Dollar Disbursement Account provided that upon the occurrence of an Event of Default that is continuing the Security Agent shall solely operate the Dollar Disbursement Account. Once the Event of Default is no longer continuing, the Security Agent and the Project	The Security Agent and the Project Company shall be the joint signatories provided that upon the occurrence of an Event of Default that is continuing the Security Agent shall be sole signatory. Once the Event of Default is no longer continuing, the Security Agent and the Project Company	(i) transfers from Dollar Escrow Account; and (ii) equity injection by the Shareholders and subordinated Islamic financing/loan from related parties prior to Project Completion Date.	(i) payments for Project Costs payable in Dollar; and (ii) upon Project Completion Date, balance for transfers to Revenues Account.

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			Company shall jointly operate the Dollar Disbursement Account.	shall be the joint signatories.		
5	Shariah-compliant Yen Escrow Account with an Islamic financial institution rated AA3/AA- or above (“Yen Escrow Account”)	Project Company	The Security Agent and the Project Company shall jointly operate the Yen Escrow Account provided that upon the occurrence of an Event of Default that is continuing the Security Agent shall solely operate the Yen Escrow Account. Once the Event of Default is no longer continuing, the Security Agent and the Project Company shall jointly operate the Yen Escrow Account.	The Security Agent and the Project Company shall be the joint signatories provided that upon the occurrence of an Event of Default that is continuing the Security Agent shall be sole signatory. Once the Event of Default is no longer continuing, the Security Agent and the Project Company shall be the joint signatories.	Upon conversion to Yen from the Ringgit Escrow Account of proceeds from the issuance of the Sukuk Murabahah.	(i) transfers to the Yen Disbursement Account for each payment of Project Costs payable in Yen; (ii) upon Project Completion Date, balance for transfers to Yen Disbursement Account.
6	Shariah-compliant Yen Disbursement Account with an Islamic financial institution rated AA3/AA- or above (“Yen Disbursement Account”)	Project Company	The Security Agent and the Project Company shall jointly operate the Yen Disbursement Account provided that upon the occurrence of an Event of Default that is continuing the Security Agent shall solely operate the Yen Disbursement Account. Once the Event of Default is no longer	The Security Agent and the Project Company shall be the joint signatories provided that upon the occurrence of an Event of Default that is continuing the Security Agent shall be sole signatory. Once the Event of Default is no longer continuing,	(i) transfers from Yen Escrow Account (ii) equity injection by the Shareholders and subordinated Islamic financing/loan from related parties prior to Project Completion Date.	(i) payments for Project Costs payable in Yen; and (ii) upon Project Completion Date, balance for transfers to Revenues Account.

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			continuing, the Security Agent and the Project Company shall jointly operate the Yen Disbursement Account.	the Security Agent and the Project Company shall be the joint signatories.		
7	Shariah-compliant Revenues Account with an Islamic financial institution rated AA3/AA- or above (“Revenues Account”)	Project Company	The Security Agent and the Project Company shall jointly operate the Revenues Account provided that upon the occurrence of an Event of Default that is continuing the Security Agent shall solely operate the Revenues Account. Once the Event of Default is no longer continuing, the Security Agent and the Project Company shall jointly operate the Revenues Account.	The Security Agent and the Project Company shall be the joint signatories provided that upon the occurrence of an Event of Default that is continuing the Security Agent shall be sole signatory. Once the Event of Default is no longer continuing, the Security Agent and the Project Company shall be the joint signatories.	(i) all revenues, income and receivables (including delay liquidated damages and insurance proceeds (other than those required to be deposited into the Insurance Proceeds Account)) received from the Project and all Project Documents; (ii) all amounts drawn from the working capital facilities; (iii) any excess amounts (for the avoidance of doubt, such amounts to include, where relevant, any proceeds of Permitted Investments) in the Maintenance Reserve Account, the Finance Service Account the Finance Service Reserve Account and the Compensation Account will be credited to the Revenues Account as soon as practicable; and (iv) any credit balance remaining in the Disbursement Accounts.	Subject to any Mandatory Redemption, unless an Event of Default has occurred and is continuing, amounts standing to the credit of the Revenues Account may be used in the following order of priority (“RA Priority Cashflows”): (i) immediately upon receipt into the Revenues Account or at any time thereafter, but no later than the Monthly Transfer Date of the current calendar month, for transfers to the Operating Account for the payments of: (aa) firstly, the Operating Costs in accordance with the Annual Operating Budget for the relevant period or in case of transfers for Variable Operating Costs in excess of the Annual Operating Budget, amounts which do not exceed the Variable Operating Costs as set out in the proposed Annual Operating Budget by more than 20% per annum; (bb) secondly, the Capital Costs which are in the relevant Annual Operating Budget; and (cc) thirdly, Major Maintenance Costs; (ii) as such amounts fall due, for (a) payment into the Finance Service Account of fees, costs and expenses, related to the Facility Agent, Security Agent, and Sukuk Trustee and (b) payment of all fees, costs and expenses in relation to the other Permitted Indebtedness (other than RPS and

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						<p>subordinated Permitted Indebtedness (if any)); (iii) for periodic transfers on each Monthly Transfer Date to the Finance Service Account to meet Periodic Profit Payments and for payment of relevant profit obligations under other Permitted Indebtedness (other than RPS and subordinated Permitted Indebtedness (if any)); (iv) for payment on each Monthly Transfer Date into (a) the Finance Service Account of any other fees, costs, expenses, commissions, taxes and other financing costs payable, excluding those covered in item (ii) above, in connection with the Sukuk Murabahah and (b) payment of any other fees, costs, expenses, commissions, taxes and other financing costs payable, excluding those covered in item (ii) above, in connection with the other Permitted Indebtedness (other than RPS and subordinated Permitted Indebtedness (if any)); (v) for periodic transfers on each Monthly Transfer Date to the Finance Service Account to meet principal payments of the Sukuk Murabahah and payment of relevant principal payment obligations under other Permitted Indebtedness (other than RPS and subordinated Permitted Indebtedness (if any)); (vi) for payment into the Finance Service Account of all amounts required to be applied in or towards satisfaction of any Mandatory Redemption required to be paid; (vii) for transfers on each Monthly Transfer Date to the Finance Service Reserve Account to meet the Finance Service Reserve Requirement, if</p>
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						<p>applicable; (viii) for transfers on each Monthly Transfer Date to the Maintenance Reserve Account to meet the Maintenance Reserve Requirement, plus any amount of the aggregate funding shortfall arising from all previous Monthly Transfer Date(s), as contemplated in the description of Maintenance Reserve Account below; (ix) for transfers to the Finance Service Account to pay any amounts which have fallen due under the Sukuk Finance Documents and which are not covered under other subparagraphs in this items (ii) to (vii); (x) to the extent elected by the Project Company, for transfers to the Finance Service Account for making voluntary prepayments of the Sukuk Murabahah as approved by way of extraordinary resolutions by the Sukukholders; (xi) for transfers to the Distribution Account subject to the Distribution Covenant. Wherever any payment appears in more than one paragraph of the RA Priority Cashflows, it shall be deemed to fall only in the earlier paragraph. On any Monthly Transfer Date upon which the balance of the Revenues Account is insufficient to make payment in full of any amount required on such date pursuant to paragraphs (i) to (ix) above, the Project Company shall immediately notify the Sukuk Trustee of such insufficiency. In the event that TNB is late in paying any amounts to the Project Company due under the PPA, but pays such amounts prior to</p>
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						<p>the end of the calendar month (but after the Monthly Transfer Date), the Project Company shall transfer and apply such funds so received from TNB in accordance with paragraphs (i) to (xi) above. If, at any time after COD of Unit 2, the balance standing to the credit of the Operating Account is less than the aggregate amount required in accordance with paragraphs (i)(aa) through (i)(cc) above or less than the aggregate amount actually payable in respect of the items referred to in paragraphs (i) (aa) through (i)(cc) above, the Project Company may, upon notice to the Security Agent, withdraw an amount up to such shortfall, subject to the availability of funds standing to the credit of the Revenues Account, from the Revenues Account (provided that the funds remaining in the Revenues Account after withdrawal shall not be less than any required minimum deposit amounts). In the event that the amounts withdrawn from the Revenues Account are insufficient to cover such shortfall in full, then the Project Company may, withdraw an amount equivalent to the shortfall from the Designated Accounts in the following order of priority: (i) first, the Maintenance Reserve Account; (ii) second, any other Designated Account (other than Finance Service Reserve Account); (iii) last, the Finance Service Reserve Account, and deposit such funds into the Operating Account to enable the Project Company to pay such shortfall.</p>
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8	Shariah-compliant Finance Service Account with an Islamic financial institution rated AA3/AA- or above (“Finance Service Account”)	Project Company	Security Agent shall solely operate the Finance Service Account.	Security Agent shall be the sole signatory.	Amounts from the Revenues Account for the payment of inter alia, sub-items mentioned in item (ii) to (vii) and (ix) to (x) of the RA Priority Cashflows, amounts from the Finance Service Reserve Account and the Periodic Profit Payments and the principal amounts of the Sukuk Murabahah when due and prior to the Initial Schedule COD of Unit 2, from the Ringgit Disbursement Account for the payment of Periodic Profit Payments when due.	Save as provided under the Deed of Covenants, monies in the Finance Service Account may only be used to make payments due in respect of the Sukuk Murabahah. Any excess amounts (for the avoidance of doubt, such amounts to include, where relevant, any proceeds of Permitted Investments) in the Finance Service Account will be credited to the Revenues Account as soon as practicable.
9	Shariah-compliant Staff Costs and Petty Cash Account with an Islamic financial institution rated AA3/AA- or above (“Staff Costs and Petty Cash Account”)	Project Company	The Project Company shall solely operate the Staff Costs and Petty Cash Account provided that upon the occurrence of an Event of Default that is continuing the Security Agent shall solely operate the Staff Costs and Petty Cash Account. Once the Event of Default is no longer continuing, the Project Company shall solely operate the Staff Costs and Petty Cash Account.	The Project Company shall be the sole signatory provided that upon the occurrence of an Event of Default that is continuing the Security Agent shall be sole signatory. Once the Event of Default is no longer continuing, the Project Company shall be the sole signatory.	From the date of issuance of the Sukuk Murabahah to Project Completion Date, for purposes of depositing amounts not exceeding RM1.215 million per month, transferred from the Disbursement Account for the payment of staff costs and petty cash in accordance with the Construction Budget, prior to Project Completion Date.	From the date of issuance of the Sukuk Murabahah to Project Completion Date, for purposes of depositing amounts not exceeding RM1.215 million per month, transferred from the Disbursement Account for the payment of staff costs and petty cash in accordance with the Construction Budget, prior to Project Completion Date.
10	Shariah-compliant Operating Account with an Islamic financial institution rated AA3/AA- or above (“Operating Account”)	Project Company	The Project Company shall solely operate the Operating Account provided that upon the occurrence of an Event of	The Project Company shall be the sole signatory provided that upon the occurrence of an Event	Amounts transferred from the Revenues Account for the payment in accordance with item (i)(aa) to (cc) of the Revenues Account above or, as the case may be, in accordance with the RA Priority Cashflows.	Amounts transferred from the Revenues Account for the payment in accordance with item (i)(aa) to (cc) of the Revenues Account above or, as the case may be, in accordance with the RA Priority Cashflows.

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			<p>Default that is continuing the Security Agent shall solely operate the Operating Account. Once the Event of Default is no longer continuing, the Project Company shall solely operate the Operating Account.</p>	<p>of Default that is continuing the Security Agent shall be sole signatory. Once the Event of Default is no longer continuing, the Project Company shall be the sole signatory.</p>		
11	<p>Shariah-compliant Finance Service Reserve Account with an Islamic financial institution rated AA3/AA- or above (“Finance Service Reserve Account”)</p>	Project Company	<p>Security Agent shall solely operate the Finance Service Reserve Account.</p>	<p>Security Agent shall be the sole signatory.</p>	<p>(a) Subject to paragraph (b) below: (i) on or before the Project Completion Date, the Project Company shall transfer to the Finance Service Reserve Account (or procure the required FSRA Security (as defined below)) an amount equal to the then required Finance Service Reserve Requirement; and (ii) thereafter, the Finance Service Reserve Account shall be funded by the Project Company in accordance with subparagraph (vii) of the RA Priority Cashflow periodically, to the extent funds are available in the Revenues Account, so that the balance in this account is equal to the then required Finance Service Reserve Requirement. (b) In the event that the balance of the Finance Service Reserve Account exceeds the Finance Service Reserve Requirement for that period, the Project Company shall credit the excess to the Revenues Account as soon as practicable. (c) The Project Company may, if so requested by the Shareholders, be permitted to meet the whole or part of the</p>	<p>(a) Subject to paragraph (b) below: (i) on or before the Project Completion Date, the Project Company shall transfer to the Finance Service Reserve Account an amount equal to the then required Finance Service Reserve Requirement; and (ii) thereafter, the Finance Service Reserve Account shall be funded by the Project Company in accordance with subparagraph (vii) of the RA Priority Cashflow periodically, to the extent funds are available in the Revenues Account, so that the balance in this account is equal to the then required Finance Service Reserve Requirement. (b) In the event that the balance of the Finance Service Reserve Account exceeds the Finance Service Reserve Requirement for that period, the Project Company shall credit the excess to the Revenues Account as soon as practicable. (c) The Project Company may, if so requested by the Shareholders, be permitted to meet the whole or part of the</p>

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					<p>current Finance Service Reserve Requirement by delivering to the Security Agent, and the Security Agent at all times thereafter continuing to be the beneficiary of either: (A) a shareholder guarantee from each Shareholder covering their respective share of the whole or part of the current Finance Service Reserve Requirement, in form and substance consistent with the form to be set out in the Equity Contribution Agreement (“FSRA Shareholder Guarantee”) (other than where the Shareholder and the Sponsor is the same party, such FSRA Shareholder Guarantee shall in turn be backed by a guarantee from each Sponsor of the respective Shareholder (“FSRA Sponsor Guarantee”), if (i) Sponsors each have either an unsecured and unsubordinated long term debt rating of AAA by RAM Rating Services Berhad (“RAM”) / MARC or at least BBB+ by Standard & Poor's or A3 by Moody's (“Qualifying Sponsor”), and (ii) all Shareholders are providing the FSRA Shareholders Guarantee; or (B) a letter of credit or otherwise in form and substance satisfactory to the Security Agent from each Shareholder covering their respective share of the whole or part of the current Finance Service Reserve Requirement issued by a Qualifying LC Bank and which shall be for the benefit of the Security Agent (an “FSRA Letter of Credit”). The terms of the FSRA Letter of Credit, FSRA Shareholder Guarantee and FSRA Sponsor Guarantee shall be such that it is unconditional, irrevocable, on demand and there is no recourse by the provider of such FSRA Letter of Credit to</p>	<p>thereafter continuing to be the beneficiary of either: (A) a shareholder guarantee from each Shareholder covering their respective share of the whole or part of the current Finance Service Reserve Requirement, in form and substance consistent with the form to be set out in the Equity Contribution Agreement (“FSRA Shareholder Guarantee”) (other than where the Shareholder and the Sponsor is the same party, such FSRA Shareholder Guarantee shall in turn be backed by a guarantee from each Sponsor of the respective Shareholder (“FSRA Sponsor Guarantee”), if (i) Sponsors each have either an unsecured and unsubordinated long term debt rating of AAA by RAM Rating Services Berhad (“RAM”) / MARC or at least BBB+ by Standard & Poor's or A3 by Moody's (“Qualifying Sponsor”), and (ii) all Shareholders are providing the FSRA Shareholders Guarantee; or (B) a letter of credit or otherwise in form and substance satisfactory to the Security Agent from each Shareholder covering their respective share of the whole or part of the current Finance Service Reserve Requirement issued by a Qualifying LC Bank and which shall be for the benefit of the Security Agent (an “FSRA Letter of Credit”). The terms of the FSRA Letter of Credit, FSRA Shareholder Guarantee and FSRA Sponsor Guarantee shall be such that it is unconditional, irrevocable, on demand and there is no recourse by the provider of such FSRA Letter of Credit to</p>
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					<p>and FSRA Sponsor Guarantee shall be such that it is unconditional, irrevocable, on demand and there is no recourse by the provider of such FSRA Letter of Credit to the Project Company or any of its assets. In relation to the FSRA Shareholder Guarantee or FSRA Sponsor Guarantee and the entity who takes the FSRA Letter of Credit, such recourse shall be subordinated to the Sukuk Murabahah in the manner set out in the Sukuk Finance Documents. The FSRA Letter of Credit, the FSRA Shareholder Guarantee or FSRA Sponsor Guarantee provided to fund the Finance Service Reserve Requirement shall be known as the “FSRA Security”. (d) Following the provision of an FSRA Security, the Project Company may withdraw any funds which stand to the credit of the Finance Service Reserve Account but are no longer required by virtue of the provision of one or more FSRA Security and credit such funds to the Revenues Account for application in accordance with RA Priority Cashflows. For the avoidance of doubt, the Project Company may only withdraw such funds up to the equivalent to the FSRA Security, and the aggregate of such funds and FSRA Security shall be equivalent to the Finance Service Reserve Requirement at all times. (e) If an FSRA Security has been provided in accordance with paragraph (c) above, the Project Company may on any periodic transfer procure the release of such</p>	<p>the Project Company or any of its assets. In relation to the FSRA Shareholder Guarantee or FSRA Sponsor Guarantee and the entity who takes the FSRA Letter of Credit, such recourse shall be subordinated to the Sukuk Murabahah in the manner set out in the Sukuk Finance Documents. The FSRA Letter of Credit, the FSRA Shareholder Guarantee or FSRA Sponsor Guarantee provided to fund the Finance Service Reserve Requirement shall be known as the “FSRA Security”. (d) Following the provision of an FSRA Security, the Project Company may withdraw any funds which stand to the credit of the Finance Service Reserve Account but are no longer required by virtue of the provision of one or more FSRA Security and credit such funds to the Revenues Account for application in accordance with RA Priority Cashflows. For the avoidance of doubt, the Project Company may only withdraw such funds up to the equivalent to the FSRA Security, and the aggregate of such funds and FSRA Security shall be equivalent to the Finance Service Reserve Requirement at all times. (e) If an FSRA Security has been provided in accordance with paragraph (c) above, the Project Company may on any periodic transfer procure the release of such</p>
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					<p>FSRA Security by crediting to the Finance Service Reserve Account an amount of cash equal to the face value of such FSRA Security, following which, such FSRA Security shall be promptly released. (f) In the event that: (i) there is an Account Deficiency in respect of the Finance Service Account; (ii) the issuing bank of the FSRA Letter of Credit ceases to be a Qualifying LC Bank and the FSRA Letter of Credit is not replaced within seven (7) days thereof; or (iii) an FSRA Security is not renewed or replaced by the date that is thirty (30) days prior to its stated expiry date, then the Security Agent shall be entitled to make a demand under such FSRA Security to the extent necessary to cure the Account Deficiency or if the conditions set out in (ii) or (iii) is not satisfied. (g) All sums received by the Security Agent from the issuer of an FSRA Security shall be paid into the Finance Service Reserve Account. Any excess amounts (for the avoidance of doubt, such amounts to include, where relevant, any proceeds of Permitted Investments) in the FSRA will be credited to the Revenues Account as soon as practicable.</p>	<p>promptly released. (f) In the event that: (i) there is an Account Deficiency in respect of the Finance Service Account; (ii) the issuing bank of the FSRA Letter of Credit ceases to be a Qualifying LC Bank and the FSRA Letter of Credit is not replaced within seven (7) days thereof; or (iii) an FSRA Security is not renewed or replaced by the date that is thirty (30) days prior to its stated expiry date, then the Security Agent shall be entitled to make a demand under such FSRA Security to the extent necessary to cure the Account Deficiency or if the conditions set out in (ii) or (iii) is not satisfied. (g) All sums received by the Security Agent from the issuer of an FSRA Security shall be paid into the Finance Service Reserve Account. (h) In the event there is an Account Deficiency in respect of the Finance Service Account, for transfers into Finance Service Account. Any excess amounts (for the avoidance of doubt, such amounts to include, where relevant, any proceeds of Permitted Investments) in the FSRA will be credited to the Revenues Account as soon as practicable.</p>
12	<p>Shariah-compliant Maintenance Reserve Account with an Islamic financial institution rated AA3/AA- or above (“Maintenance Reserve Account”)</p>	<p>Project Company</p>	<p>The Project Company shall solely operate the Maintenance Reserve Account provided that upon the occurrence of an Event of Default that is continuing the</p>	<p>The Project Company shall be the sole signatory provided that upon the occurrence of an Event of Default that is continuing</p>	<p>Amounts transferred from the Revenues Account for the payment in accordance with item (viii) of the Revenues Account above or, as the case may be, in accordance with the RA Priority Cashflows.</p>	<p>For the purpose of fulfilling its obligations under the PPA and maintain therein a minimum amount of Ringgit Twenty Four Million (RM24,000,000.00) (the “Maintenance Reserve Requirement”) which shall be built up over a three (3)year period commencing on and from</p>

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			<p>Security Agent shall solely operate the Maintenance Reserve Account. Once the Event of Default is no longer continuing, the Project Company shall solely operate the Maintenance Reserve Account.</p>	<p>the Security Agent shall be sole signatory. Once the Event of Default is no longer continuing, the Project Company shall be the sole signatory.</p>		<p>the COD of Unit 1 at the rate of Ringgit Eight Million (RM8,000,000.00) per annum. The MRA shall be maintained for so long as there are outstanding amounts under the Sukuk Murabahah. The Project Company is allowed to withdraw from the MRA to pay for Major Maintenance Costs. However the Maintenance Reserve Requirement shall be reinstated within three (3) months from the withdrawal. To the extent that there are insufficient funds in the Revenues Account on any Monthly Transfer Date to fund the Maintenance Reserve Account, the Project Company shall add any shortfall to the Maintenance Reserve Account on the following Monthly Transfer Date (to the extent there are sufficient funds available for such purpose). Any excess amounts (for the avoidance of doubt, such amounts to include, where relevant, any proceeds of Permitted Investments) in the MRA will be credited to the Revenues Account as soon as practicable.</p>
13	<p>Shariah-compliant Insurance Proceeds Account with an Islamic financial institution rated AA3/AA- or above (“Insurance Proceeds Account”)</p>	<p>Project Company</p>	<p>The Security Agent and the Project Company shall jointly operate the Insurance Proceeds Account provided that upon the occurrence of an Event of Default that is continuing the Security Agent shall solely operate the Insurance Proceeds Account. Once the</p>	<p>The Security Agent and the Project Company shall be the joint signatories provided that upon the occurrence of an Event of Default that is continuing the Security Agent shall be sole signatory. Once the</p>	<p>All applicable insurance/takaful proceeds shall be paid into the Shariah-compliant Insurance Proceeds Account.</p>	<p>All amounts standing to the credit of the Insurance Proceeds Account shall be applied by the Security Agent in accordance with the Deed of Covenants to, inter alia, if no Total Loss has occurred, rebuild, repair or restore the affected portion of the Plant, and if Total Loss has occurred, to transfer to the Revenues Account for purposes of Mandatory Redemption of the Sukuk Murabahah on the next applicable Profit Payment Date, save that (i) any proceeds from delay in start up insurance or</p>

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			Event of Default is no longer continuing, the Security Agent and the Project Company shall jointly operate the Insurance Proceeds Account.	Default is no longer continuing, the Security Agent and the Project Company shall be the joint signatories.		business interruption insurance paid to the Project Company shall be transferred to the Revenues Account for application in accordance with the RA Priority Cashflows; and (ii) any proceeds from third party liability, employer's liability, automobile third party liability and workers' compensation insurance (to the extent received in the Insurance Proceeds Account) shall be applied in payment of the relevant claim.
14	Shariah-compliant Compensation Account with an Islamic financial institution rated AA3/AA- or above (“Compensation Account”)	Project Company	The Security Agent and the Project Company shall jointly operate the Compensation Account provided that upon the occurrence of an Event of Default that is continuing the Security Agent shall solely operate the Compensation Account. Once the Event of Default is no longer continuing, the Security Agent and the Project Company shall jointly operate the Compensation Account.	The Security Agent and the Project Company shall be the joint signatories provided that upon the occurrence of an Event of Default that is continuing the Security Agent shall be sole signatory. Once the Event of Default is no longer continuing, the Security Agent and the Project Company shall be the joint signatories.	All proceeds from liquidated damages, termination payments and/or compensation.	(a) proceeds from any delay liquidated damages shall be applied: (i) first, in payment to TNB of any damages payable under the PPA arising from a failure by the Project Company to meet a relevant milestone as described in the PPA or where TNB has called on the PPA Performance Bonds to make good such damages, in payment to the relevant PPA Performance Bond Facility Provider to the extent of the amount that has been claimed by TNB from it and the balance thereof, if any, to TNB; and (ii) second, by transferring any balance to the Revenues Account for application in accordance with the RA Cashflows Priority. (b) proceeds from any performance liquidated damages shall be applied: (i) first, in payment to TNB of any damages payable under the PPA arising from a failure by the Project Company to meet a relevant performance criteria as described in the PPA or where TNB has called on the PPA Performance Bonds to make good such damages, in payment to the relevant PPA

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						<p>Performance Bond Facility Provider to the extent of the amount that has been claimed by TNB from it and the balance thereof, if any, to TNB; and (ii) second, the balance, if any, its application be decided by the Sukukholders by way of extraordinary resolutions at that juncture, either to apply the balance for Mandatory Redemption of the Sukuk Murabahah or to transfer to the Revenues Account for application in accordance with the RA Priority Cashflows; (c) any amounts received from any governmental authority following an Event of Default pursuant to nationalisation and any termination payments that have been received from TNB, in any such case, shall be applied on the next applicable Profit Payment Date for Mandatory Redemption of the Sukuk Murabahah; and (d) proceeds from any compensation received from TFS under the CSTA shall be applied: (i) first, in payment to TNB of any damages payable under the PPA corresponding to such compensation so received and (ii) second, by transferring any balance to the Revenues Account for application in accordance with the RA Cashflows Priority. Any excess amounts (for the avoidance of doubt, such amounts to include, where relevant, any proceeds of Permitted Investments) in the Compensation Account will be credited to the Revenues Account as soon as practicable.</p>
15	Shariah-compliant Distribution Account with an	Project Company	The Project Company shall solely operate the	The Project Company shall be the sole	(a) Amounts transferred from the Revenues Account for the payment in accordance with item	Other than any restrictions imposed by applicable law and a prohibition against

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	Islamic financial institution rated AA3/AA- or above (“Distribution Account”)		Distribution Account	signatory	(xi) of the Revenues Account above or, as the case may be, in accordance with the RA Priority Cashflows., and (b) equity injection by the Shareholders and subordinated Islamic financing/loan from related parties for purposes of the payment of the Development Costs.	making any payment which may result in a contingent liability of the Project Company, the Project Company may make any withdrawal or distribution from the Distribution Account (including any investment which does not incur contingent liability for the Project Company in excess of the principal amount invested) as it determines in its sole discretion, including for payment of dividends and redemption of RPS. The Project Company may, upon conversion to Dollar, transfer to USD Distribution Account for purposes of the payment of the Development Costs payable in Dollar only. In respect of the Development Costs payable in Ringgit, the payment or reimbursement to TNB and Mitsui shall be made after COD of Unit 1 has been achieved based on the Project Development Agreement.
16	Shariah-compliant USD Distribution Account with an Islamic financial institution rated AA3/AA- or above (“USD Distribution Account”)	Project Company	The Project Company shall solely operate the USD Distribution Account.	The Project Company shall be the sole signatory.	Upon conversion to Dollar from the Distribution Account, receipt of transfers from Distribution Account of equity injection by the Shareholders and subordinated Islamic financing/loan from related parties for purposes of the payment of the Development Costs payable in Dollar only.	The payment or reimbursement to TNB and Mitsui of Development Costs payable in Dollar shall be made after COD of Unit 1 has been achieved based on the Project Development Agreement

(23) Name of credit rating agency and credit rating :

No.	Credit Rating Agency	Credit rating	Final/Indicative rating	Partial	Amount rated
1	Malaysian Rating Corporation Bhd (MARC)	AA- IS	Indicative rating	No	1000000000.00

(24) Conditions : Upon completion of documentation and, unless waived by the JPA/JLA, compliance of all conditions precedent, including but not limited to the conditions precedent set out below, and those agreed in the

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precedent

Deed of Covenants, and other applicable conditions to the satisfaction of the JPA/JLA:

(1) Main Documentation

- a. the relevant Sukuk Finance Documents and such other documents as may be advised by the Legal Counsel to the JPA/JLA (and agreed upon by the Project Company) shall have been executed and, where applicable, stamped or endorsed as being exempted from stamp duty and presented for registration;
- b. all relevant acknowledgements of notices of assignment for the Designated Accounts (other than Distribution Account, USD Distribution Account and Sukuk Trustee’s Reimbursement Account), notices and where applicable, consents from the relevant counterparties to the PPA, CSTA, EPC Contract, O&M Agreement, Transmission Works Agreement, Transmission Works EPC Contract, Transmission Line EPC Contract, Sub-Lease Agreement and Sale and Purchase Agreement (Power Plant Land), material insurance policies/takaful contracts, performance and/or maintenance bonds which are to be assigned shall have been made or received other than those which are required to be executed or perfected under Conditions Subsequent, as the case may be;
- c. receipt from the Project Company of certified true copies of all the executed and stamped relevant Project Documents and any other supplemental documentation in relation thereto, together with the certified true copies of the board of directors’ resolution(s) of the Project Company authorizing the execution and performance of each of the Project Documents to which the Project Company is a party.

(2) Project Company and Malaysian Obligor

- a. receipt of certified true copies of its certificate of incorporation, Form 13 (if applicable) and the memorandum and articles of association;
- b. receipt of certified true copies of the latest Forms 24, 44 and 49;
- c. receipt of certified true copies of the board of directors’ resolutions of each of the Project Company and Malaysian Obligor authorising, among others, the execution of the relevant Sukuk Finance Documents to which it is a party and other documents as advised by the Legal Counsel to the JPA/JLA and which are acceptable to the Project Company;
- d. receipt of a list of each of the Project Company’s and the Malaysian Obligor’s authorised signatories and their respective specimen signatures; e. receipt of a report of the relevant company search on each of the Project Company and the Malaysian Obligor which revealed that there are no charges which have been registered with the Companies Commission of Malaysia which would adversely affect the interest of the Sukukholders or JPA/JLA/JLM of the Sukuk Murabahah;
- f. receipt of a report of the relevant winding-up search on each of the Project Company and the Malaysian Obligor which revealed that none of such companies has been wound-up; and

(3) General

- a. receipt of acknowledgment by the SC of the lodgement in respect of the Sukuk Murabahah with the SC;
- b. the Sukuk Murabahah shall have received a rating of at least AA- from the Rating Agency;
- c. evidence that all the Designated Accounts have been opened according to the provisions of the Sukuk Finance Documents;
- d. evidence that the Forms 34 (as prescribed under the Companies Act) in respect of the charges created pursuant to the relevant Sukuk Finance Documents (for the purpose of registration of such charges with the Companies Commission of Malaysia in accordance with Section 108 of the Companies Act 1965) have been duly lodged with the Companies Commission of Malaysia and that immediately prior to the lodgement of such Forms 34, a search conducted on the company in respect of which each of the Forms 34 is filed, revealed that there are no other charges that have been registered by it with the Companies Commission of Malaysia;
- e. receipt of a final due diligence report from the Technical and Environmental Adviser in form and substance satisfactory to the JPA/JLA;

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- f. receipt of a final due diligence report from the Insurance Adviser in form and substance satisfactory to the JPA/JLA;
- g. receipt of a certified copy of the environmental impact assessment and development order in relation to the Project;
- h. receipt of legal opinions from:
 - (i) the Legal Counsel to the JPA/JLA addressed to the JPA/JLA and the Sukuk Trustee advising on the legality, validity, binding effect and enforceability of the relevant Sukuk Finance Documents and confirming that all the conditions precedent therein have been fulfilled or waived, as the case may be;
 - (ii) the Project Company’s external counsel addressed to inter alia, the JPA/JLA and the Sukuk Trustee advising on the legality, validity, binding effect and enforceability of the relevant Project Documents and confirming that all the conditions precedent of the relevant Project Documents have been fulfilled or otherwise waived in accordance with the relevant Project Documents; and
 - (iii) Japanese law legal opinion with respect to Mitsui’s authority and capacity to enter into the Equity Contribution Agreement;
- i. delivery of a report on cash projections from a third party consultant and a financial model, showing a minimum projected base case FSCR of at least 1.25 times, a Finance to Equity Ratio not exceeding 80:20 and project contingency to cover any potential cost overruns experienced during the construction stage which shall be equal to than two point five percent (2.5%) of the contract price of the EPC Contract, both of which are satisfactory to the JPA/JLA;
- j. receipt of confirmation from the Joint Shariah Advisers that the structure and mechanism together with the Principal Terms and Conditions, as well as, the financing documents of the Sukuk Murabahah and associated documents are in compliance with Shariah principles;
- k. such other conditions precedent as may be advised by the Legal Counsel to the JPA/JLA and mutually acceptable to Project Company and the JPA/JLA.

Conditions Subsequent

Including but not limited to the following:

- a. no later than twelve (12) months after the issuance of the Sukuk Murabahah (or such longer period as may be agreed by the Security Agent in writing), presentation for registration of a charge over sub-lease of the Power Plant Land in favour of the Security Agent, and the Project Company shall have provided the Security Agent with: (i) the receipt of such presentation from the relevant land authority; (ii) evidence that the Form 34 (as prescribed under the Companies Act) in respect of such charge has been lodged with the CCM; and (iii) a legal opinion satisfactory to the Security Agent, and addressed to the Security Agent advising with respect to, among others, the legality, validity, binding effect and enforceability of such charge. In the event condition subsequent (b) below is satisfied prior to the compliance of this condition subsequent, this condition subsequent shall no longer be applicable;
- b. no later than twenty four (24) months after the issuance of the Sukuk Murabahah (or such longer period as may be agreed by the Security Agent in writing), presentation for registration of a charge over the Power Plant Land in favour of the Security Agent, and the Project Company shall have provided the Security Agent with: (i) the receipt of such presentation from the relevant land authority; (ii) evidence that the Form 34 (as prescribed under the Companies Act) in respect of such charge has been lodged with the CCM; and (iii) a legal opinion satisfactory to the Security Agent, and addressed to the Security Agent advising with respect to, among others, the legality, validity, binding effect and enforceability of such charge;
- c. no later than eighteen (18) months after the issuance of the Sukuk Murabahah (or such longer period as may be agreed by the Security Agent in writing), presentation for registration of a charge over lease of all those four (4) plots of land required for the purposes of constructing the coal unloading jetty, the cooling water outfall culvert, the cooling water intake channel and the auxiliary jetty (“**Jetty Lands**”) in favour of the Security Agent, and the Project Company shall have provided the Security Agent with: (i) the receipt of such presentation from the relevant land authority; (ii) evidence that the Form 34 (as prescribed under the Companies Act) in respect of such charge has been lodged with the CCM; and (iii) a legal opinion satisfactory to the Security Agent, and addressed to the Security Agent advising with

respect to, among others, the legality, validity, binding effect and enforceability of such charge;

d. no later than one (1) year before Scheduled COD of Unit 1 (or such later date as may be agreed by the Security Agent in writing), receipt of a certified true copy of the generation licence issued by the Energy Commission of Malaysia established under the Energy Commission Act 2001 and any successor thereof (“**Energy Commission**”) to the Project Company together with documentary evidence that the conditions therein (which are required to be complied with at such time) have been complied with;

e. no later than thirty-six (36) months after the issuance of the Sukuk Murabahah (or such longer period as may be agreed by the Security Agent in writing), the delivery of executed and stamped Bottom Ash Disposal Agreement and the Security Agent has received a satisfactory legal opinion from the Project Company’s solicitors addressed to them advising on the legality, validity, binding effect and enforceability of the Bottom Ash Disposal Agreement and confirming that all the conditions precedents of the Ash Disposal Agreement have been fulfilled or otherwise waived in accordance with the Bottom Ash Disposal Agreement and all acknowledgements, notices and where applicable, consents from the relevant counterparties to the Bottom Ash Disposal Agreement, which is to be assigned shall have been made or received, as the case may be;

f. no later than thirty-six (36) months after the issuance of the Sukuk Murabahah (or such longer period as may be agreed by the Security Agent in writing), the delivery of executed and stamped Fly Ash Disposal Agreement the Security Agent has received a satisfactory legal opinion from the Project Company’s solicitors addressed to them advising on the legality, validity and enforceability of the Fly Ash Disposal Agreement and confirming that all the conditions precedents of the Fly Ash Disposal Agreement have been fulfilled or otherwise waived in accordance with the Fly Ash Disposal Agreement and all acknowledgements, notices and where applicable, consents from the relevant counterparties to the Fly Ash Disposal Agreement, which is to be assigned shall have been made or received, as the case may be;

g. all relevant acknowledgments of the notices of assignments from the relevant counterparties to the PPA, CSTA, EPC Contract, O&M Agreement, Transmission Works Agreement, Transmission Works EPC Contract, Transmission Line EPC Contract, Sub-Lease Agreement and Sale and Purchase Agreement (Power Plant Land), insurance policies/takaful contracts, performance and/or maintenance bonds which have been assigned shall have been received within thirty (30) days after the issuance of the Sukuk Murabahah (or such longer period as may be agreed by the Security Agent in writing);

h. no later than eighteen (18) months after the issuance of the Sukuk Murabahah (or such longer period as may be agreed by the Security Agent in writing), the delivery of executed and stamped Jetty Lands Lease Agreement and the Security Agent has received a satisfactory legal opinion from the Project Company’s solicitors addressed to them advising on the legality, validity, binding effect and enforceability of the Jetty Lands Lease Agreement and confirming that all the conditions precedent of the Jetty Lands Lease Agreement have been fulfilled or otherwise waived in accordance with the Jetty Lands Lease Agreement, and all acknowledgements, notices and where applicable, consents from the relevant counterparties to the Jetty Lands Lease Agreement, which is to be assigned shall have been made or received, as the case may be;

i. no later than twelve (12) months after the Project Company is endorsed as the registered proprietor on the issue document of title of the Ashpond Land or the date of the executed and registrable memorandum of transfer between Menteri Besar Incorporated of Negeri Sembilan (“MBI”) and the Project Company in respect of the Ashpond Land, has been delivered to the Project Company together with the original issue document of title and all other documents required for the registration of the transfer of the Ashpond Land in favour of the Project Company, whichever is earlier (or such longer period as may be agreed by the Security Agent in writing), presentation for registration of a charge over the Ashpond Land in favour of the Security Agent, and the Project Company shall have provided the Security Agent with: (i) the receipt of such presentation from the relevant land authority; (ii) evidence that the Form 34 (as prescribed under the Companies Act) in respect of such charge has been lodged with the CCM; and (iii) a legal opinion satisfactory to the Security Agent, and addressed to the Security Agent advising with respect to, among others, the legality, validity, binding effect and enforceability of such charge. For the avoidance of doubt, if the Ashpond Land Sale and Purchase Agreement is not entered into, this condition subsequent shall not be applicable;

j. no later than eighteen (18) months after the entry into the Ashpond Land Sale and Purchase Agreement (or such longer period as may be agreed by the Security Agent in writing), the delivery of executed and stamped Ashpond Land Sale and Purchase Agreement and the Security Agent has received a satisfactory legal opinion from the Project Company’s solicitors addressed to them advising

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on the legality, validity, binding effect and enforceability of the Ashpond Land Sale and Purchase Agreement and confirming that all the conditions precedents of the Ashpond Land Sale and Purchase Agreement have been fulfilled or otherwise waived in accordance with the Ashpond Land Sale and Purchase Agreement and all acknowledgements, notices and where applicable, consents from the relevant counterparties to the Ashpond Land Sale and Purchase Agreement, which is to be assigned shall have been made or received, as the case may be. For the avoidance of doubt, if the Ashpond Land Sale and Purchase Agreement is not entered into, this condition subsequent shall not be applicable;

k. no later than eighteen (18) months after the first issuance of the Sukuk Murabahah (or such longer period as may be agreed by the Security Agent in writing), the delivery of executed and stamped Water Pipeline Construction Agreement and the Security Agent have received a satisfactory legal opinion from the Project Company’s solicitors addressed to them advising on the legality, validity, binding effect and enforceability of the Water Pipeline Construction Agreement and confirming that all the conditions precedents of the Water Pipeline Construction Agreement have been fulfilled or otherwise waived in accordance with the Water Pipeline Construction Agreement and all acknowledgements, notices and where applicable, consents from the relevant counterparties to the Water Pipeline Construction, which is to be assigned shall have been made or received, as the case may be;

l. within seven (7) business days from the date of the Equity Contribution Agreement, documentary evidence of the registration with Bank Negara Malaysia of guarantee provided by Mitsui in favour of the Security Agent for the benefit of 3B Power under the Equity Contribution Agreement;

m. such other conditions as may be advised by the Legal Counsel to the JPA/JLA and mutually acceptable to Project Company and the JPA/JLA.

Save and except where the compliance period has been extended, any failure to meet the fulfilment of any of the above conditions subsequent after the expiry of thirty (30) days from the required compliance period shall automatically constitute an Event of Default.

(25) Representations and warranties : The Project Company’s representations and warranties are to include, but subject to appropriate thresholds, exclusions and carve outs for certain representations and warranties as agreed in the Deed of Covenants, inter alia, the following:

(1) it is a company with limited liability duly incorporated and validly existing under the laws of Malaysia, has full power, authority and legal right to own its assets and to carry out the Project;

(2) subject to the perfection requirements referred to in the legal opinion delivered under item (3)(h)(i) of the section entitled Conditions Precedent and upon taking of all necessary actions and obtaining the consents and approvals referred to in the section entitled Conditions Precedent, it has full power, authority and legal right, and all necessary corporate actions have been or will be taken in order to authorise it, to enter into and to exercise its rights and perform its obligations under the Sukuk Finance Documents and the material governmental approvals to which it is or is to be a party or beneficiary;

(3) subject to the perfection requirements referred to in the legal opinion delivered under item (3)(h)(i) of the section entitled Conditions Precedent and upon taking of all necessary actions and obtaining the consents and approvals referred to in the section entitled Conditions Precedent, the Sukuk Murabahah and each other Sukuk Finance Document to which the Project Company is or is to be a party constitute, or when executed will constitute, legal, valid, binding and subject to the general legal qualifications (where applicable) enforceable obligations of the Project Company;

(4) subject to the perfection requirements referred to in the legal opinion delivered under item (3)(h)(i) of the section entitled Conditions Precedent and upon taking of all necessary actions and obtaining the consents and approvals referred to in the section entitled Conditions Precedent, the entry into the Sukuk Finance Documents to which it is a party or is to be a party and/or the performance by the Project Company of any of its obligations and/or the exercise by the Project Company of any of its rights under any such Sukuk Finance Document will not:

a. conflict with any applicable laws by which the Project Company or its assets are bound or affected which would have a Material Adverse Effect;

b. conflict with the constitutional documents of the Project Company;

c. conflict with any other Sukuk Finance Document or any other agreement which is binding upon the Project Company or any asset of the Project Company which would have a Material Adverse

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Effect;

d. violate any material government approval or any other governmental authorisation or any judgment applicable to the Project Company or the Project which would have a Material Adverse Effect;

e. result in or create any Security Interest (other than a Permitted Security Interest) or any restriction of any nature on any of the assets of the Project Company; or

f. cause any limitation on the Project Company or the powers of its directors, whether imposed by or contained in its memorandum or articles of association or in applicable laws or otherwise to be exceeded;

(5) subject to the perfection requirements referred to in the legal opinion delivered under item (3)(h)(i) of the section entitled Conditions Precedent and upon taking of all necessary actions and obtaining the consents and approvals referred to in the section entitled Conditions Precedent, no registration, recording, filing or notarisation of the Sukuk Finance Documents and no payment of any duty or tax and no other action whatsoever is necessary to ensure the legality, validity, binding effect or enforceability in Malaysia of the liabilities and obligations of the Project Company, or the rights of inter alia, the Sukukholders under the Sukuk Finance Documents in accordance with their terms;

(6) no litigation, arbitration or administrative proceeding or claim or lawsuits by a governmental agency or body or other regulatory authority is presently in progress or pending or, to the best of the knowledge, information and belief of the Project Company instituted against the Project Company, or any of its assets, except as has been disclosed in writing to the Sukuk Trustee which would, individually or in aggregate, have a Material Adverse Effect;

(7) no step has been taken by the Project Company nor has any legal proceeding including a winding-up proceeding been commenced, instituted for the dissolution or for the appointment of a receiver, receiver and manager, liquidator, judicial manager or such similar officer of the Project Company, or its assets which in the case of any proceeding undertaken by a person other than the Project Company, has not been discharged, suspended or set aside within the time allowed under the relevant law to do so;

(8) no Event of Default or Potential Event of Default is continuing or would result from the issuance of the Sukuk Murabahah or the performance of any transaction contemplated by any Sukuk Finance Document;

(9) the Project Company has, to the extent required by applicable laws and regulation, timely filed all tax returns that are required to be filed by it and has paid all taxes, fees and other charges properly imposed on it by any relevant governmental authority (other than taxes, fees and other charges the payment of which are not yet due or which are being contested in good faith and for which adequate, segregated reserves have been established);

(10) the Project Company's audited and unaudited financial statements most recently delivered to the Sukuk Trustee (i) were prepared in accordance with approved accounting standards in Malaysia and give a true and fair view of the results of operation and financial position of the Project Company as at the end of, and the results of its operations for, the financial period to which they relate (and in particular disclose all of its material liabilities (actual or contingent)) and (ii) there has been no material adverse change in the financial condition of the Project Company since the date of such financial statements;

(11) the IM and any information in whatever form, document, statement or instrument furnished or to be furnished by the Project Company in connection thereto are true in all respects and do not contain any statements or information that are false or misleading in any respect and there is no material omission in respect thereof, and all or any projections or expressions of expectations, intentions, belief and opinion contained therein were honestly made on reasonable grounds after due and careful inquiry by the Project Company. For the purposes of this sub-paragraph, the IM shall include any amendment, modification or update thereto or reissuance thereof; provided that any such amendment, modification, update or reissuance shall not remedy or waive and shall be without prejudice to, any misrepresentation under this sub-paragraph in respect of the IM issued prior to such date;

12) no mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect (“**Security Interest**”) exists over all or any part of the Project Assets or the assets of the Project Company which is not a Permitted Security Interest;

(13) it is in compliance and will comply with all applicable laws, guidelines, permits and regulations,

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including but not limited to all relevant environmental laws, permits and guidelines in all respects where failure to do so would have a Material Adverse Effect;

(14) there is no material outstanding breach of any term of any Sukuk Finance Document to which it is a party and no person has repudiated or disclaimed liability under any Sukuk Finance Document to which it is a party or evinced an intention to do so;

(15) no event of force majeure as defined in or contemplated by any Project Document has, to the best of the Project Company’s knowledge occurred and is continuing for the purposes of that Project Document;

(16) the Project Company’s payment obligations under the Sukuk Finance Documents (including the Sukuk Murabahah) rank pari passu in all respects amongst themselves and at least pari passu with the claims of all its unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law generally;

(17) any copies of any Project Documents which it has delivered to the Security Agent / Sukuk Trustee are true and complete copies thereof;

(18) other than as disclosed in the IM and to the Security Agent, there is no other agreement in connection with, or arrangements which amend, supplement or affect any Project Document;

(19) other than as disclosed in the IM there is no dispute in connection with any Project Document which has not been disclosed to the Security Agent / which would have a Material Adverse Effect;

(20) no step has been taken by the Project Company, or any of the Shareholders or any other person on its/their behalf, or to the best of its knowledge, by its creditors, to commence or threaten any legal proceedings or applications under Section 176 of the Companies Act 1965 (Malaysia) against the Project Company;

(21) (i) all insurances/takaful contracts which are required to be maintained or effected by it pursuant to the Sukuk Finance Documents are in full force and effect, all premia due and payable have been paid and no event or circumstance has occurred, nor has there been any omission to disclose a fact, which would in either case entitle any insurer to avoid or otherwise reduce its liability under any policy relating to the said insurances/takaful contracts and reinsurances/retakaful contracts; and (ii) there are no insurances arranged, procured or maintained by the Project Company that are not disclosed to the Security Agent and the Sukuk Trustee; and (iii) all insurances/takaful contracts required under the Transaction Documents have been effected and are legal, valid, binding and enforceable and all premia have been paid and to the best of its knowledge after due inquiry, nothing has been done or omitted to be done which has made or could make any such insurances/takaful contracts void or voidable or entitle any insurer to reduce its liability thereunder; and

(22) any other representations and warranties customary to project financing facilities as advised by the Legal Counsel to the JPA/JLA and mutually agreed between the Project Company and the JPA/JLA.

The representations and warranties shall be made on the date of the Sukuk Finance Documents and repeated on the date of the issue request, the issue date of the Sukuk Murabahah, and the date of any subscription agreement, as if repeated by reference to the then existing circumstances.

(26) Events of defaults or enforcement events, where applicable, including recourse available to investors : To include, but subject to appropriate thresholds, exclusions and carve-outs for each default as agreed in the Deed of Covenants, inter alia, the following (“**Events of Default**”):

(1) the Project Company does not pay any amount of principal or any Periodic Profit Payment payable by it under a Sukuk Finance Document when due unless such failure to pay is remedied within five (5) business days from its due date;

(2) the Project Company does not pay any amount other than as described in paragraph (1) above or the Obligor does not pay any amount payable by it under a Sukuk Finance Document, in each case when due at the place and in the currency in which it is expressed to be payable unless such failure is rectified within fourteen (14) days after notice of such failure being given by the Security Agent / Sukuk Trustee to the Project Company;

(3) the Project Company fails to observe or perform its obligations (other than the payment obligations specified under sub-paragraphs (1) and (2) above) including without limitation any of the financial undertakings contained in the Deed of Covenants or there is a breach by the Project Company of any term or condition, under any of the Sukuk Finance Documents or the hedging agreements or under any

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undertaking or arrangement entered into in connection therewith where such failure or breach would have a Material Adverse Effect and, in the case of a failure or breach which in the opinion of the Sukuk Trustee is capable of being remedied, the Project Company does not remedy the failure or breach within thirty (30) days after the Project Company became aware or has been notified by the Security Agent of the failure or breach;

(4) a Shareholder or a Sponsor does not comply with any of its (a) payment obligations under the Equity Contribution Agreement or any other Sukuk Finance Document or (b) obligations (other than payment obligations) under the Equity Contribution Agreement or any other Sukuk Finance Document which would have a Material Adverse Effect and, in the case of a failure which in the opinion of the Sukuk Trustee is capable of being remedied, the Project Company does not remedy the failure within thirty (30) days after the Project Company became aware or has been notified by the Security Agent of the failure;

(5) the Project Company fails to observe or perform any of its obligations under any of the Project Documents or under any undertaking or arrangement entered into in writing in connection therewith between the Project Company and the relevant project counterparty which would have a Material Adverse Effect, and in the case of a failure which in the opinion of the Sukuk Trustee is capable of being remedied, the Project Company does not remedy the failure within the period ending on the date falling thirty (30) days prior to the end of any cure or remedy period relating to such failure expressly provided for under the relevant Project Document;

(6) (a) any party to a Project Document does not comply with any provision of that agreement and such breach has a Material Adverse Effect and is not cured, waived or otherwise remedied within the applicable cure period set forth in such agreement and: (i) substitute arrangements satisfactory to the Sukuk Trustee are not put in place (other than in respect of the Project Documents to which a Major Project Party is party, which shall not be susceptible to substitute arrangements for the purposes of this sub-paragraph); or (ii) such breach is not cured, waived or remedied, in each case within sixty (60) days from such breach (or, if applicable, the expiry of any relevant cure period set forth in such agreement), provided that, at all times during such sixty (60) days period, it is using best endeavours to procure the remedy of such breach or to put in place such arrangements; (b) a material provision of any Project Document ceases to be in full force and effect prior to its stated termination date (or any party thereto has a right terminate or issue a notice or termination thereunder) or becomes void or unenforceable, and substitute arrangements satisfactory to the Sukuk Trustee are not put in place within sixty (60) days (other than in respect of the Project Documents to which a Major Project Party is party, which shall not be susceptible to substitute arrangements for the purposes of this sub-paragraph) and provided that it is using best endeavours to procure the remedy of such breach or to put in place such arrangements;

(7) the Project Company becomes unable to pay any of its debts generally as they fall due or suspends making payments with respect to all or any class of its debts;

(8) The Project Company changes the nature or scope of any part of its business, or suspends or ceases to carry on all or a part of its business which it now conducts directly or indirectly;

(9) it is or becomes unlawful for any person (other than the Sukuk Trustee on behalf of the Sukukholders) to perform any of its material obligations under the Project Documents which would have a Material Adverse Effect and, such circumstance continues for, or substitute arrangements satisfactory to the Sukuk Trustee are not put in place within sixty (60) days (provided that the Project Company is using best endeavours to avoid the unlawfulness or to put in place such arrangements);

(10) any governmental authority takes, or provides official notice that it intends to take, any step with a view to the seizure, expropriation, nationalisation or compulsory acquisition (whether or not for fair compensation) of the Project Company (or any shares (including redeemable preference shares) in the Project Company) or all or any part of the Project Assets or the undertakings, rights or revenues of the Project Company which have a Material Adverse Effect;

(11) (a) any governmental authorisation (other than the generation licence) is revoked, terminated, withheld, invalidated, cancelled or not renewed or modified or amended or a notice of violation is issued under any governmental authorisation by the issuing agency or other governmental instrumentality having jurisdiction thereover, or any proceeding is commenced by any governmental instrumentality for the purpose of modifying, revoking, terminating, withholding, invalidating or cancelling any governmental authorisation and in each case in a manner which has or would reasonably be expected to give rise to a Material Adverse Effect; (b) the generation licence is revoked, terminated, withheld, invalidated, cancelled or not renewed or modified or amended or ceases to be in full force and effect without a substitute licence being issued therefor within one hundred and eighty (180) days of such revocation,

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termination, withholding, invalidation, cancellation, non-renewal, or cessation; or, as the case may be, and the effect of such modification or amendment would be to prevent the implementation or carrying out of the Project by the Project Company or has or would reasonably be expected to give rise to a Material Adverse Effect; (c) Any condition or provision of the generation licence is not complied with and such non-compliance has not been remedied or waived by the Energy Commission in writing (in each case) within thirty (30) days of its occurrence unless the Energy Commission has permitted the Project Company to remedy such non-compliance and the Project Company has demonstrated to the satisfaction of the Sukuk Trustee by the thirtieth (30) day after its occurrence that it will remedy such non-compliance within ninety (90) days of its occurrence or such other cure period as may be permitted or required by the Energy Commission;

(12) the Project Company ceases to be the sole, lawful and beneficial owner of, or to have good title to, all or a material part of the assets of the Project Company (other than amounts deposited in the Distribution Account and/or the USD Distribution Account), or ceases to be the sole party entitled to the revenues generated by the Project, in each case, save as provided in the Sukuk Finance Documents;

(13) any party repudiates any of the Transaction Documents to which it is a party or the Project Company does or causes to be done any act or thing evincing an intention to repudiate any of the Transaction Documents to which it is a party and which, in relation to the Project Documents, such repudiation, act or thing evincing an intention to repudiate would have a Material Adverse Effect;

(14) any other event or series of events occurs which would have a Material Adverse Effect, and, in the case of an event or series of events which in the opinion of the Sukuk Trustee is capable of being remedied, the Project Company does not remedy such event(s) within sixty (60) days after the Project Company became aware or has been notified by the Security Agent of the failure;

(15) suspension of construction work on the whole or any material part of the Project, other than as a result of force majeure, and such suspension continues uncured or is not remedied to the satisfaction of the Sukuk Trustee for a period ending on the date falling on the earlier of (A) sixty (60) days prior to the end of any cure or remedy period relating to such suspension expressly provided for under the relevant Project Document and (B) one hundred and eighty (180) days from the date of such suspension;

(16) any representation or warranty made by the Project Company under any provision of the Sukuk Finance Documents to which it is a party or any information, notice, opinion or certificate or other document delivered pursuant to the terms of the Sukuk Finance Documents proves to have been incorrect or misleading in any material respect (where such event would have a Material Adverse Effect) as of the date at which such representation or warranty is made or repeated, or the date at which such information, notice, opinion, certificate or other document is delivered (in each case) by reference to the facts and circumstances existing at such date, unless the circumstances giving rise to the misrepresentation are capable of remedy and are remedied within thirty (30) days of the earlier of the date on which (i) the Sukuk Trustee gives notice to the Project Company to do so and (ii) the Project Company becomes aware of such misrepresentation;

(17) (a) any Security Document ceases to be in full force and effect or ceases to be effective to create the Security Interest or to provide the priority of security purported to be created thereunder which would materially prejudice the interest of the Sukukholders; or (b) for whatever reason, any of the Security Interests created under any Sukuk Finance Document cannot be perfected or is in jeopardy or rendered invalid or defective in any way which would materially prejudice the interest of the Sukukholders;

(18) (a) TNB issues a notice under the PPA and the event in respect of which such notice was issued is not cured by the cure period applicable thereto as provided in the PPA, or any other right to terminate the PPA accrues in favour of TNB under the PPA; (b) TNB or the Energy Commission exercises its step-in rights under the PPA or the generation licence as a result of the Project Company's default under the PPA or the generation licence, or evinces an intention to exercise such step-in rights; (c) the COD of Unit 2 has not occurred by the date falling one hundred and eighty (180) days after Initial Scheduled COD of Unit 2; (d) an event of force majeure continues for longer than one hundred and eighty (180) days under the PPA or the CSTA; (e) an event of force majeure occurs under any Project Document and (other than in relation to the PPA or CSTA) such event has or would reasonably be expected to have a Material Adverse Effect in the opinion of the Sukuk Trustee;

(19) other than for the purposes of and followed by a reconstruction previously approved in writing by the Sukuk Trustee, unless during or following such reconstruction the Project Company becomes or is declared to be insolvent, a winding-up order has been made against any of the Project Company or any step is taken for the winding-up, dissolution or liquidation of any of the Project Company or a resolution is passed for the winding-up of the Project Company or a petition for winding-up is presented against

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any of the Project Company (unless such petition is frivolous or vexatious or related to a claim to which the Project Company have a good defence or which is being contested in good faith by the Project Company and the Project Company has not taken any action in good faith to set aside such petition or the petition is not withdrawn or discharged within 90 days from the date of service of such winding-up petition or a winding-up order has been made against the Project Company;

(20) where a scheme of arrangement under Section 176 of the Companies Act 1965 (Malaysia) has been instituted against the Project Company;

(21) an encumbrancer takes possession of, or a trustee, receiver, receiver and manager or similar officer is appointed in respect of the whole or substantial part of the assets of any of the Project Company, or distress, legal process, sequestration or any form of execution is levied or enforced or sued out against such assets which would have a Material Adverse Effect and is not discharged within 90 days, or any security interest which may for the time being affect any of such assets becomes enforceable and which would have a Material Adverse Effect.

(22) any financial indebtedness (other than Sukuk Murabahah) of the Project Company becomes due and payable prior to its stated maturity, or any security created to secure such financial indebtedness becomes enforceable;

(23) any other Events of Default customary to project financing facilities as advised by the Legal Counsel to the JPA/JLA and mutually agreed between the Project Company and the JPA/JLA.

At any time after the occurrence of an Event of Default which is continuing, and for so long as the Sukukholders have not waived such Event of Default, the Sukuk Trustee may, at its sole and absolute discretion and shall, if so directed by the Sukukholders (subject to its rights to be indemnified to its satisfaction against all reasonable costs and expenses thereby occasioned) by way of an extraordinary resolution, by written notice to the Project Company, declare that an Event of Default has occurred and that all amounts under the Sukuk Murabahah then outstanding be immediately due and payable whereupon they shall become immediately due and payable.

At any time after the occurrence of an Event of Default which is continuing, and for so long as the Sukukholders, the PPA Performance Bonds facility provider, if applicable, the hedging counterpart(ies) of the Hedging Facilities and, if applicable, the working capital facility provider(s) have not waived such Event of Default, the Sukukholders, if applicable, the PPA Performance Bonds facility provider, the hedging counterpart(ies) of the Hedging Facilities and, if applicable, the working capital facility provider(s) holding at least 75% of total amount outstanding, being the aggregate of the nominal value outstanding for the Sukuk Murabahah, the contingent amount payable under the PPA Performance Bonds, and if applicable, the net amount due and payable under the Hedging Facilities and, if applicable, the working capital facility(ies), as calculated by the Facility Agent, may exercise, inter alia, the following remedies:

(i) exercise their rights under the Sukuk Finance Documents to step-in to complete and/or operate the Project;

(ii) enforce security and/or exercise any and all such other rights granted to the Sukukholders, the PPA Performance Bonds facility provider, if applicable, the hedging counterpart(ies) of the Hedging Facilities and, if applicable, the working capital facility providers under the Security Documents.

(27) Governing laws : Laws of Malaysia and exclusive jurisdiction of the courts of Malaysia.

(28) Provisions on buy-back : Repurchase and cancellation

The Issuer or its subsidiaries or its agent(s) who is/are acting on behalf of the Issuer for the purchase, may at any time purchase the Sukuk Murabahah at any price in the open market or by private treaty, but these Sukuk Murabahah which are purchased by the Issuer or its subsidiaries or its agent(s) who is acting on behalf of the Issuer for the purchase shall be cancelled by the Issuer and cannot be resold.

Any of the Sukuk Murabahah acquired by the Issuer’s related corporations (other than the Issuer’s subsidiaries) need not be cancelled but shall not entitle them to participate in the voting of any Sukukholders’ resolution nor form part of the quorum of any meeting. The Sukuk Murabahah held by any interested person (who shall include directors, major shareholders and chief executive) of the Issuer shall not be counted for the purposes of voting.

Redemption on maturity

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Unless previously purchased and cancelled, the Issuer shall redeem the Sukuk Murabahah at face value on their respective maturity dates.

Mandatory Redemption

In accordance with the provisions of the Insurance Proceeds Account and paragraphs (b)(ii) and (c) of the Compensation Account, mandatory redemption of all tranches of the Sukuk Murabahah on a pro rata basis on the amount outstanding under each tranche, with any amount required to be applied in mandatory redemption shall be paid by the next Profit Payment Date after the date of the receipt. In respect of the mandatory redemption pursuant to a Total Loss, if the takaful/insurance proceeds are insufficient to cover all amounts outstanding in respect of the Deferred Sale Price of the relevant Sukuk Murabahah (subject to Ibra’), the Project Company shall irrevocably and unconditionally undertake to make good the difference and shall immediately make such requisite payment if sufficient proceeds of takaful/insurance have not been received within thirty (30) days after the occurrence of the Total Loss.

The events leading to the Mandatory Redemptions are in accordance with the provisions of the Insurance Proceeds Account and paragraphs (b)(ii) and (c) of the Compensation Account i.e. the occurrence of Total Loss as described in the Insurance Proceeds Account, the receipt of balance of proceeds from performance liquidated damages where the Sukukholders decide to apply such proceeds for mandatory redemption of the Sukuk Murabahah as described paragraph b(ii) of the Compensation Account and the receipt of amounts pursuant to events as described in paragraph (c) of the Compensation Account.

- (29) Provisions on early redemption : No provision on early redemption
- (30) Voting : Sukukholders will not be entitled to receive notice of or attend or vote at any meeting of the ordinary shareholders of the Issuer or participate in the management of the Issuer. No company-shareholder relationship is intended or has been contemplated between the Issuer and the Sukukholders and as such the relationship between the Issuer and the Sukukholders shall not be governed by the memorandum and articles of association of the Issuer.
- (31) Permitted investments : (a) The Issuer shall be permitted from time to time to utilise funds held in the Designated Accounts to make Permitted Investments which are Shariah-compliant, provided that:
- (i) such funds utilised for Permitted Investments shall be remitted to the Designated Accounts in a timely manner to meet any payment obligations of the Issuer when due; and
 - (ii) such Permitted Investments are to be denominated in Ringgit or Yen or Dollar provided such Permitted Investments made in Yen or Dollar shall be made from the Yen Disbursement Account or Dollar Disbursement Account respectively.
- (b) Permitted Investments shall include Shariah-compliant investment products approved by the SAC of the SC and/or BNM’s Shariah Advisory Council. Permitted Investments are as follows:
- (i) mudharabah, wadiah and other Islamic deposits under Shariah principles with licensed financial institutions;
 - (ii) Islamic banker acceptances, Islamic bills, Islamic money market instruments issued by licensed financial institutions with a short-term rating of P1 or MARC-1 and a minimum long-term rating of AA3 or AA- or its equivalent; (iii) Islamic money market funds which are approved by the SC;
 - (iv) Islamic principal guaranteed structured investments approved by BNM and issued by licensed financial institutions with a short-term rating of P1 or MARC-1 and a minimum long-term rating of AA3 or AA- or its equivalent or their local or foreign equivalents;
 - (v) Islamic treasury bills, Islamic money market instruments, and sukuk issued by BNM or the Government of Malaysia; and
 - (vi) sukuk issued by corporations, financial institutions, or guaranteed by licensed financial institutions with a short-term rating of P1 or MARC-1 and a minimum long-term rating of AA3 or AA- or its equivalent.

Provided that in respect of the Permitted Investments:

- (a) fifty percent (50%) of the Permitted Investments standing to the credit of the FSRA must have a final

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maturity before the next payment date;

(b) an amount at least equivalent to the next finance service (consisting of principal and profit payments) shall be due not later than three (3) business days before the next forthcoming principal or Profit Payment Date or can be withdrawn at any time without any loss in principal and save and except for money market instruments which shall be due not later than one (1) business day before the next forthcoming principal or Profit Payment Date.

- (32) Ta'widh (for sukuk) : In the event of delay in payments of any amount, including the Deferred Sale Price due and payable under any tranche of the Sukuk Murabahah, the Issuer shall pay Ta'widh (compensation) to the Sukuk Trustee for the benefit of the Sukukholders on such delay in payment at the rate and manner prescribed by the SC's SAC from time to time in accordance with Shariah principle.
- (33) Ibra' (for sukuk) : The Sukukholders in subscribing or purchasing the Sukuk Murabahah, hereby consent to grant an ibra' if the Sukuk Murabahah are redeemed before maturity, upon the declaration of an Event of Default or Mandatory Redemption of the Sukuk Murabahah

Upon the declaration of Event of Default or Mandatory Redemption of the Sukuk Murabahah, the ibra' shall be calculated as follows:

- (i) in the case of Sukuk Murabahah with Periodic Profit Payments and issued at a discount
the aggregate of unearned Periodic Profit Payments and the unearned discounted amount
- (ii) in the case of Sukuk Murabahah without Periodic Profit Payments and issued at a discount
the unearned discounted amount
- (iii) in the case of Sukuk Murabahah with Periodic Profit Payments and issued at par or at a premium
the aggregate of unearned Periodic Profit Payments

The Ibra' in relation to (i), (ii) and (iii) above shall be calculated from the date of the declaration of any Event of Default or Mandatory Redemption of the Sukuk Murabahah, where relevant, up to the respective maturity date of the Sukuk Murabahah.

Ibra' refers to an act of releasing absolutely or conditionally one's rights and claims on any obligation against another party which would result in the latter being discharged of his/its obligation or liabilities towards the former. The release may be either partially or in full. The ibra' clause and the formula for the computation of early settlement may be stated in the main agreement of sukuk which is based on `uqud mu`awadhat. However, the ibra' clause in the main agreement shall be separated from the part related to the price of the transacted asset. The ibra' clause shall only be stated under the section for mode of payment or settlement in the said agreement.

- (34) Kafalah (for sukuk) : Not applicable