

Quantum Solar Park (Semenanjung) Sdn Bhd
An Islamic Medium Term Notes Issuance of up to RM1.00 billion in Nominal Value under the Shariah Principle of Murabahah (via Tawarruq arrangement) (“Green SRI Sukuk”)

Other terms and conditions

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| 1. Identified assets | Shariah-compliant commodities (excluding ribawi items in the category of medium of exchange such as currency, gold and silver) which are provided through Bursa Suq al-Sila’ and/or such other independent commodity platform acceptable to the Shariah Adviser, which will be identified on or prior to the issuance of the Green SRI Sukuk (“ Commodities ”). |
| 2. Purchase and selling price/rental (where applicable) | The Commodity Purchase Price and the Deferred Sale Price shall be determined prior to the issuance of the Green SRI Sukuk. The Commodity Purchase Price of the Commodities shall be in line with the asset pricing requirement stipulated under the LOLA Guidelines. |
| 3. Profit Rate | The profit rates, which shall be on a fixed rate basis, for each tranche of the Green SRI Sukuk will be determined and agreed between the Issuer and the Joint Lead Managers prior to the issuance of the Green SRI Sukuk. |
| 4. Profit Payment Frequency | The periodic profit payments, calculated at the profit rate(s) on the nominal value of the relevant tranche of Green SRI Sukuk (“ Periodic Profit Payments ”) shall be payable semi-annually in arrears with the first Periodic Profit Payment to be made six (6) months from the issue date of the Green SRI Sukuk with the last Periodic Profit Payment for each tranche of the Green SRI Sukuk to be made on the maturity date of such tranche. |
| 5. Profit Payment Basis | Actual/365 days. |
| 6. Issue Price | The Green SRI Sukuk may be issued at par, premium or discount to the nominal value and the issue price shall be calculated in accordance with PayNet Rules and Procedures (as defined in item 17 of the section entitled “ <i>Other Terms and Conditions - Definitions</i> ”). |
| 7. Form and Denomination | The Green SRI Sukuk shall be issued in accordance with PayNet Rules and Procedures. The Green SRI Sukuk shall be represented by a global certificate to be deposited with BNM, and is exchanged for a definitive bearer form only in certain limited circumstances. The denomination of the Green SRI Sukuk shall be RM1,000 or in multiples of RM1,000 at the time of issuance or, subject to PayNet Rules and Procedures, such other denominations as may be agreed between the Issuer and the Facility Agent. |
| 8. Details on Utilisation of Proceeds | The Issuer shall undertake to use the Green SRI Sukuk proceeds only for the following Shariah-compliant utilisations in connection with the Projects which shall be Eligible SRI project: |

- (i) pay/advance to each Project Company as intercompany advances under the Interco Financing Documents to partially fund the respective Project Company's project development cost which include:-
- (a) costs and expenses payable under the EPC Contracts;
 - (b) profit payments payable under the Interco Financing Documents which amounts in aggregate are equivalent to Periodic Profit Payments under the Green SRI Sukuk payable during construction period of the Projects;
 - (c) project development fee payable under the Project Development Agreements which includes, inter alia, (i) all fees, expenses and all other amounts in connection with the Green SRI Sukuk accrued prior to the issuance of the Green SRI Sukuk as confirmed under the confirmation provided for purposes of compliance of conditions precedent under item B(vi) of the section entitled "*Conditions Precedent*" and (ii) the Sukuk Trustee's Reimbursement Account Deposit;
 - (d) prefund of the finance service reserve account payment payable under each of the Interco Financing Documents which amount in aggregate shall be equivalent to one (1) semi-annual Periodic Profit Payment under the Green SRI Sukuk;
 - (e) costs and expenses payable under the performance bond/security to be given or procured for the benefit of TNB in accordance with the PPA;
 - (f) construction term management fee payable under the AMAs, project operations fee payable under the PMAs and the fees payable under the O&M Agreements, stamp duties and other development costs not covered under the Project Development Agreement subject to an aggregate limit of up to RM 15 million;
 - (g) taxes and GST payable in relation to the Project;

(collectively, "**Project Total Cost**");

The amounts payable under items (c)(i) and (c)(ii) above under the project developments fees shall be deducted upfront from the proceeds of the Green SRI Sukuk on the issue date

of the Green SRI Sukuk.

9. Status : The Green SRI Sukuk will constitute direct, unconditional and secured obligations of the Issuer and at all times rank *pari passu* in all respects amongst themselves and at least *pari passu* with the claims of all the Issuer's unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law generally.

10. Sukuk Trustee's Reimbursement Account : The Issuer shall open and maintain an account designated as "Sukuk Trustee's Reimbursement Account" (as required under the SC's Trust Deeds Guidelines) ("**Sukuk Trustee's Reimbursement Account**") in which a sum of RM30,000.00 as the Sukuk Trustee Reimbursement Account Deposit is to be deposited therein. The Sukuk Trustee's Reimbursement Account shall be operated by the Sukuk Trustee and the monies shall only be used strictly by the Sukuk Trustee in carrying out its duties in relation to the occurrence of an Event of Default as provided in the Trust Deed. The Sukuk Trustee Reimbursement Account Deposit in the Sukuk Trustee's Reimbursement Account shall be maintained at all times as long as there is any amount outstanding under the Green SRI Sukuk.

The Sukuk Trustee Reimbursement Account Deposit may be invested in the manner provided in the Trust Deed, with profit from the investment to accrue to the Issuer. The Sukuk Trustee Reimbursement Account Deposit shall be returned to the Issuer upon full redemption of the Green SRI Sukuk in the event there is no Events of Default.

11. Taxation : All payments by the Issuer shall be made without withholding or deductions for or on account of any present or future tax, duty or charge of whatsoever nature imposed or levied by or on behalf of Malaysia or any other applicable jurisdictions, or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law, in which event the payer shall not be required to make such additional amount so that the payee would receive the full amount which the payee would have received if no such withholding or deductions are made.

12. Jurisdiction : The Issuer and each Project Company shall unconditionally and irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

13. Disclosure of the following:

(a) If any Relevant Party or its board members have been convicted or charged with any offence under None.

any securities laws, corporation laws or other laws involving fraud or dishonesty in a court of law, or if any action has been initiated against any Relevant Party or its board members for breaches of the same, for the past ten years prior to the lodgement /since incorporation (for issuer incorporated less than ten years); and

(b) If any Relevant Party has been subjected to any action by the stock exchange for any breach of the listing requirements or rules issued by the stock exchange, for the past five years prior to the lodgement

Not applicable.

14. Conditions : **Including but not limited to the following:**
Subsequent

- (a) No later than 28 February 2018 (or such longer period as may be agreed by the Security Agent in writing), receipt of documentary evidence from the Issuer's solicitor in respect of the presentation for registration of (i) the lease under the Principal Lease Agreement (Terengganu) and (ii) the sub-lease under the Project Land Lease Agreement (Terengganu);
- (b) No later than 28 February 2018 (or such longer period as may be agreed by the Security Agent in writing), receipt of land search results indicating that private caveats have been lodged by QSP (Terengganu) against the Project Land in Merchang, Terengganu pending the registration of the sub-lease under the

Project Land Lease Agreement (Terengganu) with the appropriate authority;

- (c) No later than 28 February 2018 (or such longer period as may be agreed by the Security Agent in writing), receipt of documentary evidence from the Issuer's solicitors in respect of the presentation for registration of lease under the Project Land Lease Agreement (Kedah);
- (d) No later than 28 February 2018 (or such longer period as may be agreed by the Security Agent in writing), receipt of a satisfactory legal opinion from the Issuer's solicitors addressed to the Joint Lead Arrangers and the Sukuk Trustee advising with respect to the legality, validity and enforceability of the Project Land Lease Agreement (Kedah) and confirming to the Joint Lead Arrangers and the Sukuk Trustee that all the conditions precedent in relation to Project Land Lease Agreement (Kedah) have been fulfilled or waived;
- (e) No later than 28 February 2018 (or such longer period as may be agreed by the Security Agent in writing), receipt of a certified true copy of the written confirmation, exemption or waiver indicating that the State Authority (as defined under the National Land Code 1965) of Melaka or the state executive council of Melaka is agreeable that the Project Land in Jasin, Melaka may be used for purposes of the Project and if there are any conditions imposed in relation to such written confirmation, exemption or waiver, documentary evidence shall be provided to confirm all such conditions have been complied with;
- (f) Such other conditions subsequent as may be mutually agreed between the Issuer and the Principal Adviser and to the satisfaction of the Security Agent.

Save and except where the compliance period has been extended, any failure to meet any of the above conditions subsequent shall constitute an Event of Default.

15. Equity Provider's Undertakings :
- A. Prior to the date falling on the fifth (5th) anniversary of All Plant COD, the Equity Provider shall not transfer ownership of the RCPS issued by the Issuer.
 - B. Subsequent to the period falling on the fifth (5th) anniversary of All Plant COD and up until the final maturity date of the Green SRI Sukuk:
 - (i) the Equity Provider shall not transfer ownership of the RCPS issued by the Issuer as long as the conversion of the Designated RCPS into

ordinary shares of the Issuer has not occurred;
and

- (ii) upon conversion of the Designated RCPS into ordinary shares of the Issuer, any change in the ownership of the Issuer by the Equity Provider shall be subject to the consent of the Sukuk Trustee.

16. Shareholder's Undertaking : Prior to the date falling on the fifth (5th) anniversary of All Plant COD, the Shareholder shall wholly own the Issuer.

Subsequent to the date falling on the fifth (5th) anniversary of the All Plant COD and up until the final maturity date of the Green SRI Sukuk, the Shareholder shall directly or indirectly own at least fifty one percent (51%) of the ordinary shares issued by the Issuer.

17. Definitions:

AMAs : The Asset Management Agreements, the Asset Management Agreement (Issuer and Project Co) and the Asset Management Agreement (Issuer) and "AMA" shall where the context so requires be a reference to any one or more of them.

Asset Management Agreement (Issuer and QSP (Kedah)) : The asset management agreement dated 29 May 2017 entered into between QSP (Kedah) and the Issuer (as may be amended or supplemented from time to time).

Asset Management Agreement (Issuer and QSP (Melaka)) : The asset management agreement dated 29 May 2017 entered into between QSP (Melaka) and the Issuer (as may be amended or supplemented from time to time).

Asset Management Agreement (Issuer and QSP (Terengganu)) : The asset management agreement dated 29 May 2017 entered into between QSP (Terengganu) and the Issuer (as may be amended or supplemented from time to time).

Asset Management Agreement (Issuer) : The asset management agreement dated 26 October 2016 entered into between the Issuer and Scatec Solar ASA and novated by way of a novation agreement dated 29 May 2017 between Scatec Solar ASA, the Issuer and Scatec Solar Solutions Malaysia Sdn. Bhd. (as may be amended or supplemented from time to time).

Asset Management Agreement (Kedah) : The asset management agreement dated 26 October 2016 entered into between QSP (Kedah) and Scatec Solar ASA and novated by way of a novation agreement dated 29 May 2017 between Scatec Solar ASA, QSP (Kedah) and Scatec Solar

		Solutions Malaysia Sdn Bhd (as may be amended or supplemented from time to time).
Asset Management Agreement (Melaka)	:	The asset management agreement dated 26 October 2016 entered into between QSP (Melaka) and Scatec Solar ASA and novated by way of a novation agreement dated 29 May 2017 between Scatec Solar ASA, QSP (Melaka) and Scatec Solar Solutions Malaysia Sdn Bhd (as may be amended or supplemented from time to time).
Asset Management Agreement (Terengganu)	:	The asset management agreement dated 26 October 2016 entered into between QSP (Terengganu) and Scatec Solar ASA and novated by way of a novation agreement dated 29 May 2017 between Scatec Solar ASA, QSP (Terengganu) and Scatec Solar Solutions Malaysia Sdn Bhd (as may be amended or supplemented from time to time).
Asset Management Agreements	:	The Asset Management Agreement (Kedah), Asset Management Agreement (Melaka) and Asset Management Agreement (Terengganu), and "Asset Management Agreement" shall where the context so requires be a reference to any one or more of them.
Asset Management Agreements (Issuer and Project Co)		The Asset Management Agreement (Issuer and QSP (Kedah)), Asset Management Agreement (Issuer and QSP (Melaka)) and Asset Management Agreement (Issuer and QSP (Terengganu)), and " Asset Management Agreement (Issuer and Project Co) " shall where the context so requires be a reference to any one or more of them.
Commercial Operation Date ("COD")	:	With respect to each Plant, the date upon which each of the conditions to the " Commercial Operation Date " (as defined under the PPAs) for such Plant as set out in clause 3.3 of the relevant PPA have been satisfied.
Consolidated Annual Budget	:	The consolidated annual budget of the Issuer and the respective Project Companies setting out the monthly breakdown on payments required in accordance with the Project's final cashflow projections.
Designated RCPS	:	The total of 72,450,000 of the RCPS issued by the Issuer and subscribed by the Equity Provider which may be converted into ordinary shares of the Issuer, representing forty nine percent (49%) of ownership in the Issuer at any time after the fifth (5 th) anniversary after COD subject to compliance with the requirements of the PPA and provided that such conversion will not result in any breach of applicable laws or conditions imposed by any governmental authority.
Eligible projects	SRI :	The Eligible SRI projects has the meaning ascribed to it under Chapter 7, Part 3, Section B of the LOLA Guidelines. The Green SRI Sukuk has been accorded a Dark Green shading by The Center for International Climate and

Environmental Research – Oslo (CICERO). The Projects would be deemed to be an Eligible SRI project falling under section 7.04(b), Chapter 7, Part 3, Section B of the LOLA Guidelines i.e new or existing renewable energy (solar) sector of the Eligible SRI project sector.

- EPC Contract (Kedah) : The engineering procurement and construction contract dated 28 February 2017 entered into between QSP (Kedah) and the EPC Contractor and supplemented by the letters dated 11 May 2017 and 22 May 2017 (as may be amended or supplemented from time to time).
- EPC Contract (Melaka) : The engineering procurement and construction contract dated 28 February 2017 entered into between QSP (Melaka) and the EPC Contractor and supplemented by the letters dated 11 May 2017 and 22 May 2017 (as may be amended or supplemented from time to time).
- EPC Contract (Terengganu) : The engineering procurement and construction contract dated 28 February 2017 entered into between QSP (Terengganu) and the EPC Contractor and supplemented by the letter dated 22 May 2017 (as may be amended or supplemented from time to time).
- EPC Contractor : Scatec Solar Solutions Malaysia Sdn. Bhd. (Company No. 1211560-V).
- EPC Contracts : The EPC Contract (Kedah), EPC Contract (Melaka) and EPC (Terengganu), and “**EPC Contract**” shall where the context so requires be a reference to any one or more of them.
- Equity Contribution Agreement : An equity contribution agreement entered or to be entered into by the Shareholder, the Equity Provider, the Issuer and the Security Agent setting out, inter alia, the undertaking of each the Shareholder and the Equity Provider to provide capital contribution to the Issuer (as may be amended or supplemented from time to time).
- Facility Agreement : The agreement to be entered into among the Issuer, the Principal Adviser, the Joint Lead Arrangers, the Joint Lead Managers and the Facility Agent, setting out, inter alia, the terms and conditions in connection with the issuance of the Green SRI Sukuk.
- Interco Financing Documents : The intercompany financing documents entered or to be entered into by the Issuer with each Project Company relating to the following:
- (a) the advancement of the Green SRI Sukuk proceeds to each Project Company in connection with each Project;
 - (b) the repayment of such intercompany financing in (a) above, including the amount of principal, amount of

periodic profit payment and other payment obligations payable by each Project Company; and

- (c) any other arrangements deemed material to the ability of the Issuer to perform or comply with any of its obligations under the Transaction Documents in respect of the Green SRI Sukuk to be mutually agreed between the Principal Adviser, each Project Company and the Issuer.

Material Adverse Effect : A material adverse effect on:

- (a) the ability of a Relevant Party to perform or comply with any of its respective obligations under the Transaction Documents, the Interco Financing Documents and the Project Documents in accordance with the terms thereof; or
- (b) the validity, legality, binding effect or enforceability of the Transaction Documents, the Interco Financing Documents or to any of the Security Interests granted pursuant thereto or to any of the rights or remedies of any secured party thereunder; or
- (c) the operations, business, property, assets, liabilities or financial condition of a Relevant Party.

O&M Agreement (Kedah) : The operations and maintenance agreement dated 29 May 2017 entered into between QSP (Kedah) and Scatec Solar Solutions Malaysia Sdn. Bhd. (as may be amended or supplemented from time to time).

O&M Agreement (Melaka) : The operations and maintenance agreement dated 29 May 2017 entered into between QSP (Melaka) and Scatec Solar Solutions Malaysia Sdn. Bhd. (as may be amended or supplemented from time to time).

O&M Agreement (Terengganu) : The operations and maintenance agreement dated 29 May 2017 entered into between QSP (Terengganu) and Scatec Solar Solutions Malaysia Sdn. Bhd. (as may be amended or supplemented from time to time).

O&M Agreements : The O&M Agreement (Kedah), O&M Agreement (Melaka) and O&M (Terengganu), and “**O&M Agreement**” shall where the context so requires be a reference to any one or more of them.

PayNet Rules and Procedures : (1) the Participation and Operation Rules for Payment and Securities Services issued by Payments Network Malaysia Sdn Bhd (formerly known as Malaysian Electronic Clearing Corporation Sdn Bhd) (“**PayNet**”);

(2) the Operational Procedures for Securities Services issued by PayNet; and

(3) the Operational Procedures for Malaysian Ringgit (MYR) Settlement in RENTAS issued by PayNet;

or their replacement thereof (collectively, the “**PayNet Rules and Procedures**”) applicable from time to time.

PB Facility	:	The performance bond facility of up to RM27,000,000, which shall include overdraft, letter of guarantee, letter of credit, trust receipt and other working capital facilities to be granted to the Issuer in connection with the Project Companies’ obligations under the PPAs.
Permitted Indebtedness	:	<p>In respect of each Relevant Party,</p> <ul style="list-style-type: none">(a) the PB Facility;(b) any subordinated shareholder financings provided to the Issuer; and(c) the inter-company financing under the Interco Financing Documents.
Permitted Security Interest	:	<p>The following Security Interests:</p> <ul style="list-style-type: none">(a) those Security Interests granted in favour of the PB Facility provider;(b) those Security Interests contemplated under the Transaction Documents; and(c) those Security Interests arising by operation of law and contractual liens and retention of title arrangements, in each case arising in the ordinary course of the Issuer and/or the Project Companies’ business.
Plants	:	The solar photovoltaic energy generating facility with a capacity of 50MWac and ancillary equipment and facilities in Gurun (Kedah), Merchang (Terengganu) and Jasin (Melaka) respectively to be constructed in accordance with the terms and conditions of its respective PPA and EPC Contract, and “ Plant ” shall where the context so requires be a reference to any one or more of them.
PMAs		The Project Management Agreements and the Project Management Agreement (Issuer) and “PMA” shall where the context so requires be a reference to any one or more of them.
Potential Event of Default	:	Any event or circumstance which, with the giving of notice, the making of any determination by the Sukuk Trustee (where the factual circumstances permit the making of such determination) or the expiry of any grace period (or any combination of the above), and on the basis that it is still continuing, would become an Event of Default.

- Power Purchase Agreement (Kedah) : The power purchase agreement dated 3 November 2016 entered into between QSP (Kedah) with TNB (as may be amended or supplemented from time to time).
- Power Purchase Agreement (Melaka) : The power purchase agreement dated 3 November 2016 entered into between QSP (Melaka) with TNB (as may be amended or supplemented from time to time).
- Power Purchase Agreement (Terengganu) : The power purchase agreement dated 3 November 2016 entered into between QSP (Terengganu) with TNB (as may be amended or supplemented from time to time).
- PPAs : The Power Purchase Agreement (Kedah), Power Purchase Agreement (Melaka) and Power Purchase Agreement (Terengganu), and “**PPA**” shall where the context so requires be a reference to any one or more of them.
- Principal Lease Agreement (Kedah) : The principal lease agreement dated 19 June 2017 entered into between TH Mestika Sdn Bhd and the registered proprietors of the Project Land in Gurun, Kedah (as may be amended or supplemented from time to time).
- Principal Lease Agreement (Terengganu) : The principal lease agreement dated 7 November 2016 entered into between Kerajaan Negeri Terengganu Darul Iman, Lembaga Tabung Amanah Warisan Negeri Terengganu, Solartif Sdn Bhd (Company No. 783663-T) and EGN Network Sdn Bhd (Company No. 632441-K) and the supplemental dated 7 August 2017 entered into in relation to the Project Land in Merchang, Terengganu (as may be amended or supplemented from time to time).
- Project Companies : Collectively:
- (a) Quantum Solar Park (Kedah) Sdn Bhd (Company No. 1201799-K) (“**QSP (Kedah)**”);
 - (b) Quantum Solar Park (Terengganu) Sdn Bhd (Company No. 1201798-W) (“**QSP (Terengganu)**”); and
 - (c) Quantum Solar Park (Melaka) Sdn Bhd (Company No. 1201801-T) (“**QSP (Melaka)**”),
- and “**Project Company**” shall where the context so requires be a reference to any one or more of them.
- Project Company RPS Subscription Agreement (Kedah) : The redeemable preference shares subscription agreement dated 31 May 2017 entered into between QSP (Kedah) and the Issuer (as may be amended or supplemented from time to time).
- Project Company RPS Subscription Agreement (Melaka) : The redeemable preference shares subscription agreement dated 31 May 2017 entered into between QSP (Melaka) and the Issuer (as may be amended or supplemented from time to time).

Project Company RPS Subscription Agreement (Terengganu)	:	The redeemable preference shares subscription agreement dated 31 May 2017 entered into between QSP (Terengganu) and the Issuer (as may be amended or supplemented from time to time).
Project Company RPS Subscription Agreements	:	The Project Company RPS Subscription Agreement (Kedah), Project Company RPS Subscription Agreement (Melaka) and Project Company RPS Subscription Agreement (Terengganu), and "Project Company RPS Subscription Agreement" shall where the context so requires be a reference to any one or more of them.
Project Development Agreement (Kedah)	:	The project development agreement dated 23 May 2017 entered into between QSP (Kedah) and Itramas Technology Sdn. Bhd. (as may be amended or supplemented from time to time).
Project Development Agreement (Melaka)	:	The project development agreement dated 23 May 2017 entered into between QSP (Melaka) and Itramas Technology Sdn. Bhd. (as may be amended or supplemented from time to time).
Project Development Agreement (Terengganu)	:	The project development agreement dated 23 May 2017 entered into between QSP (Terengganu) and Itramas Technology Sdn. Bhd. (as may be amended or supplemented from time to time).
Project Development Agreement Letters	:	The letters of agreement dated 23 May 2017 between the Issuer, each of the Project Companies and the Shareholder on the payment arrangement for the project development fees under the Project Development Agreements.
Project Development Agreements	:	The Project Development Agreement (Kedah), Project Development Agreement (Melaka) and Project Development Agreement (Terengganu), and "Project Development Agreement" shall where the context so requires be a reference to any one or more of them.
Project Documents	:	Collectively, the following:- <ul style="list-style-type: none"> (a) the PPAs; (b) the EPC Contracts; (c) the O&M Agreements; (d) the Project Land Lease Agreements; (e) the Asset Management Agreements; (f) the Asset Management Agreement (Issuer); (g) the Asset Management Agreement (Issuer and Project Co);

- (h) the Project Development Agreements;
- (i) the Project Development Agreement Letters;
- (j) the Project Management Agreement (Issuer);
- (k) the Project Management Agreements;
- (l) the Principal Lease Agreement (Terengganu);
- (m) the Principal Lease Agreement (Kedah);
- (n) 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 any Project Company pursuant to any Project Documents;
- (o) the SPP Licence (as defined in the PPAs); and
- (p) any other agreements and/or documents that is issued to the Issuer and/or to each Project Company or to which the Issuer and/or each Project Company is a party to, in relation to the Project and mutually agreed between the Issuer and the Principal Adviser to be designated as a **“Project Document”**.

Project Land Lease Agreement (Kedah)	:	The amended and restated lease agreement dated 19 June 2017 entered into between QSP (Kedah) and TH Mestika Sdn Bhd for the parcel of land held under HSD 741 to 748, HSD 757 to 759, HSD 760 to 769 and HSD 770 to 775 in Gurun, Kedah (as may be amended or supplemented from time to time).
Project Land Lease Agreement (Melaka)	:	The lease agreement dated 10 January 2017 entered into between QSP (Melaka) and Yeng Chong Realty Berhad for the parcel of land held under HSD 6095, PN 56586, PN 31611, PN 31610 and PN 31609 in Jasin, Melaka (as may be amended or supplemented from time to time).
Project Land Lease Agreement (Terengganu)	:	The lease agreement dated 7 November 2016 entered into between QSP (Terengganu), Solartif Sdn Bhd and EGN Network Sdn Bhd for the land measuring approximately 200 acres in Paya Tok Asing, Mukim Merchang, Terengganu (as may be amended or supplemented from time to time).
Project Land Lease Agreements	:	The Project Land Lease Agreement (Kedah), Project Land Lease Agreement (Melaka) and Project Land Lease Agreement (Terengganu), and “Project Land Lease Agreement” shall where the context so requires be a reference to any one or more of them.
Project Lands	:	The parcels of land upon which the Projects are to be constructed and located, as more specifically described in the

PPAs, and “**Project Land**” shall where the context so requires be a reference to any one or more of them.

Project Management Agreement (Issuer)		The project management agreement dated 23 May 2017 entered into between the Issuer with Itramas Technology Sdn. Bhd. (as may be amended or supplemented from time to time).
Project Management Agreement (Kedah)	:	The project management agreement dated 23 May 2017 entered into between QSP (Kedah) and Itramas Technology Sdn. Bhd. as may be amended or supplemented from time to time).
Project Management Agreement (Melaka)	:	The project management agreement dated 23 May 2017 entered into between QSP (Melaka) and Itramas Technology Sdn. Bhd. (as may be amended or supplemented from time to time).
Project Management Agreement (Terengganu)	:	The project management agreement dated 23 May 2017 entered into between QSP (Terengganu) and Itramas Technology Sdn. Bhd. (as may be amended or supplemented from time to time).
Project Management Agreements		The Project Management Agreement (Kedah), Project Management Agreement (Melaka) and Project Management Agreement (Terengganu), and “Project Management Agreement” shall where the context so requires be a reference to any one or more of them.
Projects	:	The development, financing, design, engineering, procurement, construction, installation, testing, commissioning, ownership, operation and maintenance of a solar photovoltaic energy generating facility with a capacity of 50MWac and ancillary equipment and facilities in Gurun (Kedah), Merchang (Terengganu) and Jasin (Melaka) respectively (each a “ Project ”).
Qualifying Bank	BG :	A Qualifying BG Bank is a financial institution which has a long term debt rating at or above AAA by RAM Rating Services Berhad or Malaysian Rating Corporation Berhad.
RCPS	:	The redeemable convertible preference shares of up to 126,000,000 to be issued by the Issuer and subscribed by the Equity Provider.
RCPS Subscription Agreement	:	The redeemable convertible preference shares subscription agreement dated 26 October 2016 entered into between the Issuer with Scatec Solar ASA and novated by way of a novation agreement between the Issuer, Scatec Solar ASA and the Equity Provider dated 17 May 2017 (as may be amended or supplemented from time to time).
Redemption Amount	:	The amount equivalent to the Deferred Sale Price determined at the issue date less the aggregate of the Periodic Profit Payment and nominal value paid (if any) less the Ibra’ (if any).

RENTAS	:	Real Time Electronic Transfer of Funds and Securities.
Ringgit or RM	:	The lawful currency of Malaysia.
RPS Subscription Agreement	:	The redeemable preference shares subscription agreement dated 26 October 2016 entered into between the Shareholder and Scatec Solar ASA and novated by way of a novation agreement dated 17 May 2017 between the Shareholder, Scatec Solar ASA and the Equity Provider (as may be amended or supplemented from time to time).
Scheduled COD	:	In relation to each Plant, 31 December 2017. For the avoidance of doubt, in the event Scheduled COD is not a business day and is a Saturday, Sunday or an expected holiday, Scheduled COD shall be the preceding business day.
Security Interest	:	Any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.
Shareholder	:	Quantum Solar Park Malaysia Sdn Bhd (Company No. 1177896-A), a company incorporated in Malaysia directly owning all the ordinary shares issued by the Issuer.
Technical Adviser	:	Mott MacDonald (Malaysia) Sdn Bhd or such other reputable firm of technical advisers as the Security Agent may appoint with the approval of the Issuer (such approval not to be unreasonably withheld or delayed).
Transaction Documents	:	Collectively, the following:- <ul style="list-style-type: none"> (a) the Trust Deed; (b) the Facility Agreement; (c) the Deed of Covenants (which includes the Project Company Guarantees); (d) the Islamic agreements; (e) the Securities Lodgement Form; (f) the Equity Contribution Agreement; (g) the Security Documents; (h) the Intercreditor Agreement; and any other agreements (whenever executed) mutually agreed between the Issuer and the Principal Adviser to be designated as a “ Transaction Document ”.
18. Issuer's Project	and :	The Issuer shall open the following Shariah compliant designated accounts, which are more particularly set out in the

Companies'
designated
accounts

section entitled "Details of designated account(s), if applicable":

- (1) DA;
- (2) EA;
- (3) CA;
- (4) FSRA;
- (5) OA; and
- (6) Distribution Account.

Each of the Project Companies shall open the following Shariah compliant designated accounts, which are more particularly set out in the section entitled "Details of designated account (s), if applicable":

- (1) Project Co CA;
- (2) Project Co RA;
- (3) Project Co OA; and
- (4) Project Co MRA.

Funds held in each of the Designated Accounts above can be invested in Permitted Investments subject to Permitted Investment provisions.