

An Islamic Medium Term Notes Issuance of up to RM5.28 billion in nominal value under the Shariah Principle of Wakalah Bi Al-Istithmar and Murabahah (via a Tawarruq arrangement) (“Sukuk Wakalah”)

Other Terms and Conditions		
1. Identified assets	:	<p>The Wakalah Investments comprise the Shariah-compliant Business and the Commodity Murabahah Investment.</p> <p>The “Commodities” to be transacted under the Commodity Murabahah Investment shall be Shariah-compliant commodities, which shall include but not limited to crude palm oil or such other acceptable commodities (excluding ribawi items in the category of medium of exchange such as currency, gold and silver) which are provided through the commodity trading platform, Bursa Suq al-Sila’ and/or such other trading platforms acceptable to the Shariah Adviser.</p>
2. Purchase and selling price/rental (where applicable)	:	In relation to Commodity Murabahah Investment, the Commodity Purchase Price and the Deferred Sale Price shall be determined prior to the issuance of the Sukuk Wakalah.
3. Profit / coupon / rental rate (fixed or floating)	:	The expected periodic distribution rate (“ Periodic Distribution Rate ”) for each tranche shall be a fixed rate and shall be determined prior to the issuance of the Sukuk Wakalah.
4. Profit Payment Frequency	:	Payable on a semi-annual basis or such other frequency to be determined prior to the date of issuance of the Sukuk Wakalah.
5. Profit Payment Basis	:	Actual/365 days.
6. Dissolution Distribution Amount	:	<p>Means on the Scheduled Dissolution Date:</p> <p>The Dissolution Distribution Amount shall be equivalent to:</p> <p>(a) the nominal value of the Sukuk Wakalah; plus</p> <p>(b) the accrued but unpaid Expected Periodic Distribution Amount (if any), accrued up to the Scheduled Dissolution Date.</p> <p>On the Dissolution Declaration Date:</p> <p>The Dissolution Distribution Amount shall be equivalent to:</p> <p>(a) the nominal value of the Sukuk Wakalah; plus</p> <p>(b) the accrued but unpaid Expected Periodic Distribution Amount (if any), accrued up to the Dissolution Declaration Date.</p>
7. Exercise Price	:	The “ Exercise Price ” for the purchase of the Shariah-compliant Business shall be at the market value of the Shariah-compliant Business, on the relevant Scheduled Dissolution Date(s) or the

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		Dissolution Declaration Date, as the case may be.
8. Expected Periodic Distribution Amount	:	Means on any relevant Periodic Distribution Date, such amount calculated at the Periodic Distribution Rate on the nominal value of the relevant Sukuk Wakalah based on actual/365 days.
9. Issue Price	:	The Sukuk Wakalah 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 20 of the section entitled " <i>Other Terms and Conditions - Definitions</i> ").
10. Form and Denomination	:	The Sukuk Wakalah shall be issued in accordance with PayNet Rules and Procedures. The Sukuk Wakalah 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 Sukuk Wakalah shall be Ringgit One Thousand (RM1,000.00) or in multiples of Ringgit One Thousand (RM1,000.00) 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.
11. Details on Utilisation of Proceeds	:	The proceeds of the Sukuk Wakalah shall be utilised to fund up to eighty percent (80%) of the Project Costs, , including payment and/or reimbursement to the HoldCo on the issue date of the Sukuk Wakalah in respect of the Project Costs incurred prior to the issue date of the Sukuk Wakalah based on documentary evidence satisfactory to the Security Agent. The proceeds of the Sukuk Wakalah is to be utilised for Shariah-compliant purposes only.
12. Status	:	The Sukuk Wakalah shall constitute direct, unconditional and secured obligations of the Issuer and shall at all times rank pari passu, without discrimination, preference or priority amongst themselves and at least pari passu with all other present and future unsecured and unsubordinated obligations of the Issuer, subject to those preferred by law or the Transaction Documents.
13. 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 effective on 12 August 2011 (as amended from time to time (" Trust Deeds Guidelines ")) (" Sukuk Trustee's Reimbursement Account ") in which a sum of RM30,000.00 (" Sukuk Trustee's Reimbursement Account Minimum Balance ") 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 a Dissolution Event as provided in the Trust Deed. The monies in the Sukuk Trustee's Reimbursement

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		<p>Account shall be maintained at all times as long as there is any amount outstanding under the Sukuk Wakalah.</p> <p>The monies in the Sukuk Trustee's Reimbursement Account may be invested in the manner provided in the Trust Deed, with profit from the investment to accrue to the Issuer. The monies in the Sukuk Trustee's Reimbursement Account shall be returned to the Issuer upon full redemption of the Sukuk Wakalah in the event there is no Dissolution Event.</p>
14. Taxation	:	<p>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 Issuer shall 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.</p>
15. Jurisdiction	:	<p>The Issuer shall unconditionally and irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia.</p>
16. Disclosure of the following:	:	
(a) If the Issuer or its board members have been convicted or charged with any offence under 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		<p>None.</p>

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<p>than ten years); and</p> <p>(b) If the Issuer 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</p>		<p>Not applicable.</p>
<p>17. Conditions Subsequent</p>	:	<p>(a) Within fourteen (14) business days from the date of the approval granted by the State Authority of Melaka pursuant to Section 433B of the National Land Code, 1965 in respect of the Yayasan SPA (as defined in item 20 of the section entitled "<i>Other terms and conditions - Definitions</i>" below), which shall be no later than 30 September 2018, the Issuer shall have provided the Security Agent with (i) documentary evidence in respect of the presentation for registration of the transfer of the Yayasan SPA Land to the Issuer; (ii) documentary evidence of the the presentation of the charge over the Yayasan SPA Land in favour of the Security Agent with the relevant land office/land registry in Melaka; (iii) evidence that the Statement of Particulars to be Lodged with Charge (as prescribed under the Companies Act) in respect of such charge has been lodged with the CCM; and (iv) a legal opinion satisfactory to the LA from its legal counsel addressed to it, the Security Agent and the Sukuk Trustee advising with respect to, among others, the legality, validity and enforceability of such charge;</p> <p>(b) Within fourteen (14) business days from the date each of the Land Lease Agreements (as defined in item 20 of the section entitled "<i>Other terms and conditions - Definitions</i>" below) becomes unconditional and completed, which shall be no later than 31 March 2018, the Issuer shall have provided the Security Agent with (i) documentary evidence in respect of the presentation for registration of the lease under the respective Leased Lands; (ii) documentary evidence of the presentation of the charge over the lease of each of the respective Leased Lands in favour of the Security Agent with the relevant land office/land registry in Melaka; (iii) evidence that the Statement of Particulars to be Lodged with Charge (as prescribed under the Companies Act) in respect of such</p>

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		<p>charge has been lodged with the CCM; and (iv) a legal opinion satisfactory to the LA from its legal counsel addressed to it, the Security Agent and the Sukuk Trustee advising with respect to, among others, the legality, validity and enforceability of such charge;</p> <p>(c) No later than three (3) months after issuance of the Sukuk Wakalah, to provide a certified true copy of the executed and stamped supplemental PPA entered into between the Issuer and TNB to reflect the Commercial Rates as stated in the EC Letter;</p> <p>(d) All relevant acknowledgements of the notices of assignments from the relevant counterparties to the insurance policies/Takaful contracts which have been assigned shall have been received within thirty (30) days after the issuance of the Sukuk Wakalah (or such longer period as may be agreed by the Security Agent in writing);</p> <p>(e) Within fourteen (14) business days from the date the Land Lease Agreement (Offshore Land) becomes unconditional and completed, which shall be no later than 30 September 2018, (i) documentary evidence in respect of the presentation for registration of the lease under the Offshore Land; (ii) to the extent permissible to be charged in favour of the Security Agent, documentary evidence of the presentation of the charge over the lease of the Offshore Land in favour of the Security Agent with the relevant land office/land registry in Melaka; (iii) to the extent permissible to be charged in favour of the Security Agent, evidence that the Statement of Particulars to be Lodged with Charge (as prescribed under the Companies Act) in respect of such charge has been lodged with the CCM; and (iv) to the extent permissible to be charged in favour of the Security Agent, a legal opinion satisfactory to the LA from its legal counsel addressed to it, the Security Agent and the Sukuk Trustee advising with respect to, among others, the legality, validity and enforceability of such charge;</p> <p>(f) No later than 30 September 2018, the delivery of the executed and stamped Land Lease Agreement (Offshore Land), and the Security Agent has received a satisfactory legal opinion from the Issuer's solicitors addressed to them advising on the legality, validity and enforceability of the Land Lease Agreement (Offshore Land) and confirming that all the conditions precedent of the Land Lease Agreement (Offshore Land) have been fulfilled or otherwise waived in accordance with Land Lease Agreement (Offshore Land) and to the extent</p>
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		<p>permissible to be assigned in favour of the Security Agent, all acknowledgements, notices and where applicable, consents from the relevant counterparties to the Land Lease Agreement (Offshore Land), which is to be assigned shall have been made or received, as the case may be.</p> <p>(g) No later than 30 September 2018, the delivery of the executed and stamped Land Lease Agreement (Gas Metering Station and Gas Pipeline), and the Security Agent has received a satisfactory legal opinion from the Issuer's solicitors addressed to them advising on the legality, validity and enforceability of the Land Lease Agreement (Gas Metering Station and Gas Pipeline) and confirming that all the conditions precedent of the Land Lease Agreement (Gas Metering Station and Gas Pipeline) have been fulfilled or otherwise waived in accordance with Land Lease Agreement (Gas Metering Station and Gas Pipeline) and to the extent permissible to be charged in favour of the Security Agent, all acknowledgements, notices and where applicable, consents from the relevant counterparties to the Land Lease Agreement (Gas Metering Station and Gas Pipeline), which is to be assigned shall have been made or received, as the case may be.</p> <p>(h) Documentary evidence that the existing bridge loan facility of up to Ringgit Two Hundred and Thirty Million (RM230,000,000.00) granted by HSBC Bank Malaysia Berhad to the Project Company ("Bridging Loan Facility") has been fully repaid and cancelled on the interest payment date immediately after the issuance of the Sukuk Wakalah; and</p> <p>(i) Such other conditions subsequent as may be advised by the legal counsel of the LA and to be mutually agreed between the LA and the Issuer.</p>
18. Conditions Precedent to Each Disbursement	:	<p>Conditions precedent to each disbursement from the RM DA including conversions into foreign currency into the US DA and EUR DA ("RM DA Disbursement CP") are as follows:</p> <p>(a) No Dissolution Events have occurred, may occur or are continuing;</p> <p>(b) Receipt of a drawdown certificate signed-off by the Independent Technical and Environmental Adviser or such other acceptable professional certification or documentary evidence in form and substance acceptable to the Security Agent;</p> <p>(c) The required Shareholder's Funds have been deposited</p>

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		<p>into the RM DA and the conditions of the FE Ratio will be met after such disbursement is made; and</p> <p>(d) Such other conditions precedent as may be advised by the legal counsel of the LA and to be mutually agreed between the LA and the Issuer.</p> <p>For avoidance of doubt, the RM DA Disbursement CP is not applicable for Permitted Investments made from the RM DA or for transfers into the RA upon Project Completion Date.</p> <p>Shareholder's Funds on issuance date shall be based on the Issuer's latest annual audited financial statements or the latest management accounts as certified by one (1) director of the Issuer, whichever is later, and any other documentary evidence for any Shareholder's Funds injected after the latest available management accounts, in form and substance acceptable to the Security Agent.</p> <p><u>Conditions precedent to each disbursement from the USD DA ("USD DA Disbursement CP") are as follows:</u></p> <p>(a) No Dissolution Events have occurred, may occur or are continuing;</p> <p>(b) Receipt of a drawdown certificate signed-off by the Independent Technical and Environmental Adviser or such other acceptable professional certification or documentary evidence in form and substance acceptable to the Security Agent; and</p> <p>(c) Such other conditions precedent as may be advised by the legal counsel of the LA and to be mutually agreed between the LA and the Issuer.</p> <p>For avoidance of doubt, the USD DA Disbursement CP is not applicable for Permitted Investments made from the USD DA or for transfers into the RA upon Project Completion Date.</p> <p><u>Conditions precedent to each disbursement from the EUR DA ("EUR DA Disbursement CP") are as follows:</u></p> <p>(a) No Dissolution Events have occurred, may occur or are continuing;</p> <p>(b) Receipt of a drawdown certificate signed-off by the Independent Technical and Environmental Adviser or such other acceptable professional certification or documentary evidence in form and substance acceptable to the Security Agent; and</p> <p>(a) Such other conditions precedent as may be advised by</p>
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		<p>the legal counsel of the LA and to be mutually agreed between the LA and the Issuer.</p> <p>For avoidance of doubt, the EUR DA Disbursement CP is not applicable for Permitted Investments made from the EUR DA or for transfers into the RA upon Project Completion Date.</p>
19. Designated accounts	:	<p>The Issuer shall open and maintain the following Shariah compliant designated accounts ("Designated Accounts") with an Islamic bank which is acceptable to the LA, as follows:</p> <ul style="list-style-type: none"> (a) RM Disbursement Account ("RM DA"); (b) USD Disbursement Account ("USD DA"); (c) EUR Disbursement Account ("EUR DA"); (d) RM Revenue Account ("RA"); (e) RM Operating Account ("RM OA"); (f) USD Operating Account ("USD OA"); (g) RM Finance Service Reserve Account ("FSRA"); (h) RM Maintenance Reserve Account ("MRA"); (i) RM LTSA Reserve Account ("RM LRA"); (j) USD LTSA Reserve Account ("USD LRA"); (k) RM Insurance Proceeds Account ("IPA"); (l) RM Compensation Account ("CA"); and (m) RM Distribution Account ("Distribution Account").
20. Definitions:		
Commercial Operation Date (" COD ")	:	<p>With respect to the First Generating Block, the Second Generating Block or the Third Generating Block, the date upon which each of the conditions to the "Commercial Operation Date" (as defined under the PPA) for such Generating Block under the PPA have been satisfied.</p>
Compulsorily Acquired Land	:	<p>Means the part of the land held under No. Hakmilik PN 56539, Lot 20263 (previously held under qualified title particulars HSD 22961 PT 4359), Mukim Sungei Baru Ilir, Daerah Alor Gajah, Negeri Melaka measuring approximately 43,963 square metres which has been compulsorily acquired by TNB under the Land Acquisition Act 1960, as further described in the Information Memorandum.</p>
Edra Land	:	<p>The land held under (i) No. Hakmilik PN 56571, Lot 14803 (previously held under qualified land title particulars HSD 22962 PT 1597) Mukim Kuala Sungei Baru, Daerah Alor Gajah, Negeri Melaka and (ii) No. Hakmilik PN 56539, Lot 20263 (previously held under qualified title particulars HSD 22961 PT 4359), Mukim Sungei Baru Ilir, Daerah Alor Gajah, Negeri Melaka excluding the Compulsorily Acquired Land.</p>
EPC Contract	:	<p>The Engineering, Procurement and Construction Contract dated 30 May 2017 between the Project Company and the EPC</p>

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		Contractor (as may be amended or supplemented from time to time).
EPC Contractor	:	Collectively: (i) Hyundai Engineering Co. Ltd; (ii) Hyundai Engineering & Construction Co. Ltd; and (iii) Hyundai Engineering Malaysia Sdn Bhd, and “ EPC Contractor ” shall where the context so requires be a reference to any one or more of them.
Equity Contribution Agreement	:	An equity contribution agreement setting out, inter alia, the undertaking of the Holdco to provide Shareholder’s Funds to the Issuer in accordance with the base case financial model.
Financial Close	:	Means the date upon which all the conditions precedent for the Sukuk Wakalah have been fulfilled or waived, as the case may be.
First Generating Block	:	The first Generating Block to achieve its COD.
FSRA Minimum Required Balance	:	<p>FSRA Minimum Required Balance shall mean the next six (6)-month Finance Service.</p> <p>The Issuer is permitted to meet whole or part of the FSRA Minimum Required Balance in the form of a FSRA SBLC.</p> <p>The Issuer shall:</p> <p>(i) on the earlier of (i) COD of the Third Generating Block; or (ii) Scheduled COD of the Third Generating Block, ensure that the aggregate of the FSRA SBLC and amounts in the FSRA is at least equal to the FSRA Minimum Required Balance; and</p> <p>(ii) thereafter, the FSRA shall be funded by the Issuer in accordance with the RA Cashflows Priority, to the extent funds are available in the RA, so that the balance in the FSRA is at least equal to the then required FSRA Minimum Required Balance. In the event of any shortfall in the FSRA Minimum Required Balance, the Issuer shall ensure that the FSRA Minimum Required Balance is met within one hundred and twenty (120) days from such shortfall date.</p>
FSRA SBLC	:	Means one or more unconditional, irrevocable and on-demand standby letter of credit issued by a licensed financial institution with the Required Rating and in each case: (i) subordinated to

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		the Sukuk Wakalah with no security sharing and no acceleration rights (if procured by the Issuer) or (ii) issued on the basis of no recourse to the Issuer (if procured by the HoldCo), and in form and substance acceptable to the Sukuk Trustee and issued in favour of either the Sukuk Trustee or the Security Agent.
Generating Block	:	Any one of the three (3) generating blocks of the 2,242MW electricity generating facility comprising one (1) gas turbine, one (1) steam turbine and one (1) electrical generator including one (1) heat recovery steam generator, operating in combined-cycle mode with an aggregate nominal capacity of 747.377MW, as more specifically described in Appendix A the PPA with all auxiliary and ancillary equipment and interconnecting systems.
GSA	:	The Gas Sales Agreement dated 11 April 2017 entered into between the Project Company and Petroliaam Nasional Berhad and supplemented by a side letter dated 12 July 2017 (as may be amended or supplemented from time to time including by way of any side letter entered into with the EC).
Independent Insurance Adviser	:	Sterling Insurance Brokers Sdn Bhd.
Independent Technical and Environmental Adviser	:	Advisian Malaysia Sdn Bhd.
HoldCo or Shareholder	:	Edra Power Holdings Sdn Bhd, a company incorporated in Malaysia and one hundred percent (100%) indirectly owned by the Ultimate Shareholder.
Land Lease Agreement (Gas Metering Station and Gas Pipeline)	:	Means the agreement to lease to be entered into between the Project Company and Petroliaam Nasional Berhad or Petronas Gas Berhad (as the case may be) over part of the land located on No. Hakmilik PN 56539, Lot 20263 (previously held under qualified title particulars HSD 22961 PT 4359), Mukim Sungei Baru Ilir, Daerah Alor Gajah, Negeri Melaka on which a gas metering station and gas pipeline entering the gas metering station is to be constructed in accordance with the Gas Sales Agreement (as may be amended or supplemented from time to time).
Land Lease Agreement (Offshore Land)	:	Means the agreement to lease to be entered into between the Project Company and the Chief Minister Incorporated, Melaka over offshore lands with an estimated area of 40 acres for the purposes of laying the Project's cooling water pipes on the sea bed (" Offshore Land ") (as may be amended or supplemented from time to time).
Land Lease Agreement 1	:	The agreement to lease dated 27 July 2016 entered into between Panglima Power Sdn Bhd and the Project Company

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		over the land held under No. Hakmilik PM 833, Lot 4695, Mukim Kuala Sungei Baru, Daerah Alor Gajah, Negeri Melaka (“ Leased Land 1 ”) (as may be amended or supplemented from time to time).
Land Lease Agreement 2	:	The agreement to lease dated 27 July 2016 entered into between Panglima Power Sdn Bhd and the Project Company over the land held under No. Hakmilik PM 1897, Lot 9323, Mukim Sungei Baru Ilir, Daerah Alor Gajah and Negeri Melaka (“ Leased Land 2 ”) (as may be amended or supplemented from time to time).
Land Lease Agreement 3	:	The agreement to lease dated 7 December 2016 entered into between Panglima Power Sdn Bhd and the Project Company over the land held under No. Hakmilik PM 840, Lot 14770, Mukim Kuala Sungei Baru, Daerah Alor Gajah and Negeri Melaka (“ Leased Land 3 ”) (as may be amended or supplemented from time to time).
Land Lease Agreement 4	:	The agreement to lease dated 7 December 2016 entered into between Panglima Power Sdn Bhd and the Project Company over the land held under No. Hakmilik GM 246, Lot 4640, Mukim Kuala Sungei Baru, Daerah Alor Gajah and Negeri Melaka (“ Leased Land 4 ”) (as may be amended or supplemented from time to time).
Land Lease Agreement 5	:	The agreement to lease dated 7 December 2016 entered into between Powertek Berhad and the Project Company over the land held under No. Hakmilik GRN 49236, Lot 4702, Mukim Kuala Sungei Baru, Daerah Alor Gajah and Negeri Melaka (“ Leased Land 5 ”) (as may be amended or supplemented from time to time).
Land Lease Agreement 6	:	The agreement to lease dated 7 December 2016 entered into between Powertek Berhad and the Project Company over the land held under No. Hakmilik GRN 49237, Lot 4703, Mukim Kuala Sungei Baru, Daerah Alor Gajah and Negeri Melaka (“ Leased Land 6 ”) (as may be amended or supplemented from time to time).
Land Lease Agreement 7	:	The agreement to lease dated 8 August 2017 entered into between Powertek Berhad and the Project Company over the land held under No. Hakmilik PN 37604, Lot 7001, Mukim Sungei Baru Ilir, Daerah Alor Gajah and Negeri Melaka (“ Leased Land 7 ”) (as may be amended or supplemented from time to time).
Land Lease Agreement 8	:	The agreement to lease dated 8 August 2017 entered into between Powertek Berhad and the Project Company over the land held under No. Hakmilik PN 42262, Lot 4605, Mukim Kuala Sungei Baru, Daerah Alor Gajah and Negeri Melaka (“ Leased Land 8 ”) (as may be amended or supplemented from time to time).

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		time).
Land Lease Agreements	:	Means, collectively: (i) Land Lease Agreement 1; (ii) Land Lease Agreement 2; (iii) Land Lease Agreement 3; (iv) Land Lease Agreement 4; (v) Land Lease Agreement 5; (vi) Land Lease Agreement 6; (vii) Land Lease Agreement 7; and (viii) Land Lease Agreement 8.
Leased Lands	:	Means, collectively: (i) Leased Land 1; (ii) Leased Land 2; (iii) Leased Land 3; (iv) Leased Land 4; (v) Leased Land 5; (vi) Leased Land 6; (vii) Leased Land 7; and (viii) Leased Land 8.
LRA Minimum Balance	:	<p>The LRA Minimum Balance shall mean the RM LRA Minimum Balance and USD LRA Minimum Balance in aggregate.</p> <p>Commencing from the COD of the First Generating Block onwards, at the end of each quarter, the Issuer shall deposit one twelfth ($\frac{1}{12}$) of the next three (3) years budgeted RM LTSA Event Fee (as defined in the LTSA) expense requirement into the RM LRA (“RM LRA Minimum Balance”).</p> <p>Commencing from the COD of the First Generating Block onwards, at the end of each quarter, the Issuer shall deposit one twelfth ($\frac{1}{12}$) of the next three (3) years budgeted USD LTSA Event Fee (as defined in the LTSA) expense requirement into the USD LRA (“USD LRA Minimum Balance”). In the event the</p>

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		<p>Issuer is restricted by any BNM Foreign Exchange Administration ("BNM FEA") rulings from depositing the USD LRA Minimum Balance as such:</p> <p>(a) the Issuer shall be allowed to meet the USD LRA Minimum Balance by maintaining the same RM equivalent sum in the RM LRA, and to transfer such sum into the USD LRA in accordance with the BNM FEA rulings ("USD Minimum Balance Transfer");</p> <p>(b) in the event there is a shortfall in the USD LRA Minimum Balance due any exchange rate fluctuation, the Issuer shall top up the required amount to ensure that the USD Minimum LRA Balance is met.</p> <p>Amounts in the RM LRA and USD LRA shall be used for RM and USD payments, respectively, under the LTSA when due and payable.</p> <p>For avoidance of doubt, failure to maintain the LRA Minimum Balance, RM LRA Minimum Balance and/or USD LRA Minimum Balance does not constitute a Dissolution Event.</p>
LTSA	:	The Long Term Service Agreement dated 30 May 2017 entered into between the Project Company and the LTSA Contractor (as may be amended or supplemented from time to time).
LTSA Contractor	:	<p>Means collectively:</p> <p>(i) GE Global Parts & Products GmbH; and</p> <p>(ii) GE Power Solutions (Malaysia) Sdn Bhd,</p> <p>and "LTSA Contractor" shall where the context so requires be a reference to any one or more of them.</p>
Material Adverse Effect	:	<p>A material and adverse effect on:</p> <p>(i) the ability of the Issuer and, prior to Project Completion Date, the HoldCo, to perform or comply with any of their respective obligations under the Transaction Documents in accordance with the terms thereof;</p> <p>(ii) the validity, legality, binding effect or enforceability of the Transaction Documents or to any of the Security Interests granted pursuant thereto or to any of the rights or remedies of any secured party; or</p> <p>(iii) the operations, business, property, assets, liabilities or financial condition of the Issuer and, prior to the Project Completion Date, the HoldCo.</p>

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MRA Minimum Balance	:	<p>A minimum amount of Ringgit Twenty Four Million (RM24,000,000.00) which shall be built up over a three (3)-year period commencing on and from the COD of the First Generating Block at the rate of Ringgit Eight Million (RM8,000,000.00) per annum, as required under clause 9.1(a) of the PPA.</p> <p>Failure to reinstate the MRA Minimum Balance within three (3) months from the withdrawal shall constitute a Dissolution Event, unless TNB agrees to any request by the Issuer for an extension of such period.</p>
MW	:	Megawatt.
OMA	:	<p>The Operation and Maintenance Agreement to be entered into between the Project Company and Kuasa Nusajaya Sdn Bhd (as may be amended or supplemented from time to time).</p> <p>The OMA may be novated by Kuasa Nusajaya Sdn Bhd to any one hundred percent (100%) wholly-owned subsidiary of the HoldCo (“New Party”) at any time with prior written notification to the Sukuk Trustee and Security Agent, provided that the Issuer shall procure the New Party to issue to the Security Agent an acknowledgement of the assignment of the Issuer’s rights, interests, titles and benefits under the OMA in favour of the Security Agent, and subject to there being no adverse change on the prevailing rating of the Sukuk Wakalah.</p>
PayNet Rules and Procedures	:	<p>(i) 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”);</p> <p>(ii) the Operational Procedures for Securities Services issued by PayNet; and</p> <p>(iii) the Operational Procedures for Malaysian Ringgit (MYR) Settlement in RENTAS issued by PayNet;</p> <p>or their replacement thereof (collectively, the “PayNet Rules and Procedures”) applicable from time to time.</p>
Permitted Indebtedness	:	<p>Such indebtedness relating to:</p> <p>(i) Any financial indebtedness arising out of the Hedging Facilities;</p> <p>(ii) any advances and indebtedness from the Issuer’s directors, the Ultimate Shareholder, HoldCo and/or its related companies or associated companies provided that such advances and indebtedness are subordinated to the Sukuk Wakalah;</p>

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		<p>(iii) to the extent constituting financial indebtedness, any lease or hire-purchase of automobiles or office equipment made in the ordinary course of business by the Issuer, provided that the aggregate amount of such financial indebtedness shall not exceed Ringgit Five Million (RM5,000,000.00) (or its equivalent);</p> <p>(iv) The FSRA SBLC;</p> <p>(v) the Bridging Loan Facility (which shall be fully repaid and cancelled on the interest payment date immediately after issuance of the Sukuk Wakalah); and</p> <p>(vi) any financial indebtedness arising from the Other Facilities of up to Ringgit Nine Hundred Million (RM900,000,000.00).</p>
Permitted Security Interest	:	<p>(i) Those Security Interests contemplated under the Transaction Documents;</p> <p>(ii) Those Security Interests arising by operation of law, and retention of title arrangements, in each case arising in the ordinary course of the Issuer's business; and/or</p> <p>(iii) Any Security Interest created to secure the Hedging Facilities and Other Facilities and shared <i>pari passu</i> with the Sukukholders as set out in the section entitled "<i>Details of security/ collateral pledged, if applicable</i>" above.</p>
Potential Dissolution Event	:	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 a Dissolution Event.
PPA	:	The Power Purchase Agreement dated 11 April 2017 entered into between the Project Company and TNB (as may be amended or supplemented from time to time).
Project	:	The financing, design, engineering, procurement, construction, installation, testing, commissioning, ownership, operation and maintenance of a 2,242MW combined cycle gas-fired power plant and its related facilities in Melaka, Malaysia.
Project Completion Date	:	<p>The first date on which all of the following conditions have been complied, as confirmed by the Issuer to the Sukuk Trustee and the Security Agent:</p> <p>(i) TNB has confirmed in writing that each of the conditions</p>

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		<p>to the COD of each Generating Block and the Interconnection Facilities has been satisfied in accordance with the PPA, and the Project Company has established that the claw back provisions under the PPA shall not apply and that there are no material unresolved disputes relating thereto;</p> <p>(ii) TNB has confirmed in writing its acceptance of the transfer from the Project Company to TNB of all rights, title and interest to the completed Interconnection Facilities;</p> <p>(iii) the completion certificate for the Contractor's Works (as defined in the EPC Contract) has been issued in accordance with the EPC Contract and the Independent Technical and Environmental Adviser has confirmed that such completion certificate for the Contractor's Works has been properly issued; and</p> <p>(iv) the Project Company has discharged in full its payment obligations under the EPC Contract or has demonstrated that it has sufficient funds available to enable it to discharge in full all such payment obligations when they fall due and such funds have been placed in the RM DA, USD DA and/or EUR DA, which shall not be available for transfers into the RA unless such payment obligation has been met.</p>
Project Costs	:	<p>means the total cost and expenses relating to the Project as budgeted for at Financial Close to be incurred prior to the Project Completion Date, including but not limited to:</p> <p>(i) all costs associated with the Site (as defined below) for the Project, development, design, engineering, procurement, construction, installation, testing, commissioning, ownership, operation and maintenance in respect of the Project, including conversions into any foreign currencies for such payment and settlement of the Hedging Facilities (save and except for any settlements in respect of the LTSA);</p> <p>(ii) all financing costs including all interest payments and fees payable prior to COD of the Third Generating Block (as defined below), and any fees in relation to Permitted Indebtedness;</p> <p>(iii) repayment of the Bridging Loan Facility;</p> <p>(iv) prefunding the initial deposit for the FSRA Minimum Required Balance;</p> <p>(b) to fund the Sukuk Trustee's Reimbursement Account up</p>

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		<p>to the Sukuk Trustee’s Reimbursement Account Minimum Balance; and</p> <p>(v) any other Project related costs, including consultancy fees, Takaful contributions/insurance premium, working capital requirements and contingencies.</p> <p>The Project Costs shall not exceed Ringgit Six Billion Six Hundred Million (RM6,600,000,000.00).</p>
Project Documents	:	<p>Collectively, the following:</p> <p>(a) the PPA;</p> <p>(b) the GSA;</p> <p>(c) the EPC Contract and associated bonds and guarantees from or on behalf of the EPC contractor (“EPCC”);</p> <p>(d) the LTSA;</p> <p>(e) the TMSA;</p> <p>(f) the OMA;</p> <p>(g) the Land Lease Agreements, the Land Lease Agreement (Gas Metering Station and Gas Pipeline), the Land Lease Agreement (Offshore Land) the Yayasan SPA and all other land lease agreements, land sale and purchase agreements, right of way agreements and/or easements entered into by the Project Company in relation to the Project;</p> <p>(h) all guarantees, advance payment bonds and other forms of payment or performance security issued in favour of the Issuer pursuant to any Project Document; and</p> <p>(i) any other agreement and/or document that is issued to the Issuer or to which the Issuer is a party which is material to the Project and mutually agreed between the Issuer and the LA to be designated as a Project Document.</p>
Required Rating	:	Means a minimum long term rating of at least AA3 by RAM, AA- by Malaysian Rating Corporation Berhad, BBB by Standard & Poor’s, or Baa2 by Moody’s.
Scheduled COD	:	<p>Means with respect to:</p> <p>i. the First Generating Block, 1 January 2021;</p> <p>ii. the Second Generating Block, 1 March 2021; and</p> <p>iii. the Third Generating Block, 1 May 2021.</p>

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	:	
Second Generating Block	:	The second Generating Block to achieve its COD.
	:	
Shareholder's Funds	:	All shareholder's equity contribution made directly or indirectly by the HoldCo, whether in the form of ordinary share capital, preferred shares or subordinated shareholder loans.
	:	
Site	:	The parcels of land upon which the Project is to be constructed and located, near Kuala Sungai Baru, in Alor Gajah, Melaka, as further described in the PPA.
	:	
Third Generating Block	:	The third Generating Block to achieve its COD.
	:	
TMSA	:	<p>The Technical & Management Services Agreement to be entered into between the Project Company and Kuasa Nusajaya Sdn Bhd (as may be amended or supplemented from time to time).</p> <p>The TMSA may be allowed to be novated by Kuasa Nusajaya Sdn Bhd to any New Party at any time with prior written notification to the Sukuk Trustee and Security Agent, provided that the Issuer shall procure the New Party to issue to the Security Agent an acknowledgement of the assignment of the Issuer's rights, interests, titles and benefits under the TMSA in favour of the Security Agent, and subject to there being no adverse change on the prevailing rating of the Sukuk Wakalah.</p>
	:	
Transaction Documents	:	All documents relating to the Sukuk Wakalah and the underlying security/collateral including the Equity Contribution Agreement and the Intercreditor Agreement, to be mutually agreed between the LA and the Issuer.
	:	
Ultimate Shareholder	:	China General Nuclear Power Corporation, Ltd., a company incorporated in the People's Republic of China.
	:	
	:	
Uninsurable Risk	:	Means any risk in respect whereof, due to reasons not attributable to the Issuer, the insurances/Takaful or part of the insurances/Takaful in respect of such risk is not available in the prevailing worldwide insurance/Takaful market, as confirmed by the Independent Insurance Adviser.
	:	
Yayasan SPA	:	The sale and purchase agreement dated 31 May 2016 between Yayasan Melaka and the Project Company over the Yayasan SPA Land.
	:	
Yayasan SPA Land	:	The land held under under No. Hakmilik HSM 1002, PT 1638, Mukim Kuala Sungei Baru, Daerah Alor Gajah, Negeri Melaka.