

PRINCIPAL TERMS AND CONDITIONS OF THE PROPOSAL

(1) BACKGROUND INFORMATION

(a) Issuer

- (i) Name : Mukah Power Generation Sdn Bhd (Formerly known as Sarawak Power Services Sdn Bhd) (“MPG” or “the Issuer”).
- (ii) Address : 1st Floor, Wisma Naim
Lot 2679, Rock Road
93200 Kuching
Sarawak.
- (iii) Business registration no. : 468044-U.
- (iv) Date / place of incorporation : 27 August 1998 / Kuala Lumpur, Malaysia.
- (v) Date of listing (in case of a public listed company) : Not applicable.
- (vi) Status : Resident-controlled company.
Bumiputera¹-controlled company.
- (vii) Principal activities : Constructing, completing, maintaining and operating electricity generation installation for the supply of electricity under the terms of a licence approved by the Sarawak State Government.

¹ By virtue of MPG being a wholly-owned subsidiary of [Sarawak Energy Berhad \(formerly known as Sarawak Enterprise Corporation Berhad\)](#), which is a public listed company controlled by the Sarawak State Government through the State Financial Secretary Sarawak.

- (viii) Board of directors : As at 1 November 2006:

Name	NRIC
Datuk Amar Haji Abdul Aziz Bin Dato Haji Husain	500718-13-5141
Zuraimy Bin Kushaili	730404-13-5329

- (ix) Structure of shareholdings and names of shareholders or, in the case of a public listed company, names of all substantial shareholders : As at 1 November 2006:

Shareholders	No. of Shares	Equity
Sarawak Enterprise Corporation Berhad (007199-D)	2,000,000	100%
Total	2,000,000	100%

- (x) Authorised and paid-up capital : **Authorised capital as at 1 November 2006**

RM2,000,000 divided into 2,000,000 ordinary shares of RM1.00 each.

Paid-up capital as at 1 November 2006

RM2,000,000 divided into 2,000,000 ordinary shares of RM1.00 each.

(2) PRINCIPAL TERMS AND CONDITIONS

- (a) Names of the parties involved in the proposed transaction (where applicable)

- (i) Principal adviser(s)/ Lead arranger(s) : RHB ISLAMIC Bank Berhad (680329-V) ("**RHB ISLAMIC**").
- (ii) Arranger(s) : Not applicable.
- (iii) Valuers : Not applicable.
- (iv) Solicitors : (i) Messrs. Jeff Leong, Poon & Wong (as the Lead Solicitor); and
(ii) Messrs. Ee & Lim (as the Local Solicitor).

- (v) Financial adviser : Not applicable.
- (vi) Technical adviser : KTA Tenaga Sdn. Bhd. (as the Independent Checking Engineer).
- (vii) Guarantor : Not applicable.
- (viii) Trustee : Amanah Raya Berhad.
- (ix) Facility agent : RHB ISLAMIC.
- (x) Primary subscriber(s) and amount subscribed (where applicable) :
- | Primary Subscriber | Amount Subscribed |
|--------------------|--|
| RHB ISLAMIC | RM665.0 million of MPG Senior Sukuk [as described in Item 2(b)]. |
- (xi) Underwriter(s) and amount underwritten : Not applicable.
- (xii) Syariah adviser : Syariah Committee, RHB ISLAMIC.
- (xiii) Central depository : Bank Negara Malaysia (“**BNM**”).
- (xiv) Paying agent : BNM.
- (xv) Reporting accountant : Messrs Ernst & Young.
- (xvi) Others (please specify) : Insurance Consultant
Insurepro Sdn Bhd.
- The role of the Insurance Consultant is to advise on all aspects of insurance in relation to the Project [as described in Item (2)(c)].
- (b) Islamic principle(s) used : The Serial Senior Sukuk Mudharabah of up to RM665.0 million (“**the MPG Senior Sukuk**” or “**the MPG Senior Sukuk Programme**”) will be issued under the Islamic principles of Mudharabah and Istisna’ while the Serial Junior

Sukuk Mudharabah of up to RM285.0 million (“**the MPG Junior Sukuk**” or “**the MPG Junior Sukuk Programme**”) will be issued under the Islamic principle of Mudharabah.

The MPG Senior Sukuk and MPG Junior Sukuk are collectively referred to as “**the MPG Sukuk**”. The MPG Senior Sukuk Programme and MPG Junior Sukuk Programme are collectively referred to as “**the MPG Sukuk Programme**”.

(i) Mudharabah

A contract which is made between two parties to finance a business venture. The parties are a *rabb al-mal* or an investor who solely provides the capital and a *mudharib* or an entrepreneur who solely manages the project. If the venture is profitable, the profit will be distributed based on a pre-agreed ratio. In the event of a business loss, the loss shall be borne solely by the provider of the capital.

(ii) Istisna’

A purchase contract of an asset whereby a buyer will place an order to purchase an asset which will be delivered in the future. In other words, the buyer will require a seller or a contractor to deliver or construct the asset that will be completed in the future according to the specifications given in the sale and purchase contract. Both parties of the contract will decide on the sale and purchase prices as they wish and the settlement can be delayed or arranged based on the schedule of work completed.

- (c) Facility description : The MPG Sukuk shall be issued under serial Sukuk issuance facilities in accordance with the Syariah principles of Mudharabah and Istisna’.

The proposed Mudharabah is premised on a Mudharabah Venture (“**MV**”) entered into between MPG (“**the Mudharib**”) and investors

("the Rabb al-mal" or "the Investors", comprising Investor 1 (or the Senior Sukukholders [as described in Item (x)]) and Investor 2 (or the Junior Sukukholders [as described in Item (x)]). Investor 1 and Investor 2 shall contribute financing capital to the MV. As evidence of the Investors' capital contributions to

the MV, MPG shall issue the MPG Senior Sukuk to Investor 1 and MPG Junior Sukuk to Investor 2. The MPG Sukuk shall be represented by global Sukuk Mudharabah certificates evidencing the Investors' undivided proportionate beneficial interest in the MV, hence entitling the Investors to receive the Expected Profit [as described in Item (g)]. The MV involves the construction and operation of the Mukah Power Plant [as described in Item (2)(z)(1)] ("the Project"), such that it is able to generate revenue by selling electricity to Syarikat SESCO Berhad ("SESCO", the successor company to Sarawak Electricity Supply Corporation).

Under the MV, MPG shall contribute its expertise in managing the Project while the Investors shall contribute capital to finance the construction of the Mukah Power Plant. Upon completion of the Mukah Power Plant, the profit will be distributed between MPG and the Investors based on a pre-agreed Distribution Scheme [as described in Item (2)(z)(10)]. In the event of a business loss, the loss shall be borne solely by the Investors.

Project Construction Stage

- (i) MPG and the Investors shall, immediately after the execution of the MV, enter into the following transactions:
 1. MPG shall enter into an Istisna' sale agreement ("**the Istisna' Sale Agreement**") with Investor 1 whereby the latter agrees to construct and deliver to MPG the Mukah Power Plant

- for an agreed cash consideration (“**the Istisna’ Sale Price**”). For the avoidance of doubt, Investor 1 under the Istisna’ transaction shall be identical to Investor 1 under the MV;
2. The Istisna’ Sale Price, which comprises a series of Istisna’ sale payments (“**the Istisna’ Sale Payments**”) shall be paid progressively to Investor 1 in accordance with an agreed payment schedule. Investor 1 may, if it so chooses, grant MPG Ibra’ on the Istisna’ Sale Price. The Istisna’ Sale Payments payable to Investor 1 are to be contributed by the Investors.
 3. Investor 1 shall simultaneously enter into an Istisna’ purchase agreement (“**the Istisna’ Purchase Agreement**”) with MPG to procure the construction and delivery of the Mukah Power Plant for an agreed cash consideration (“**the Istisna’ Purchase Price**”);
 4. MPG shall then appoint an engineering, procurement and commissioning contractor (“**the EPC Contractor**”) to undertake the construction and delivery of the Mukah Power Plant;
 5. Investor 1 shall use the Istisna’ sale proceeds to pay MPG progressive payments, which comprises a series of Istisna’ purchase payments (“**the Istisna’ Purchase Payments**”) for its on-payment to the EPC Contractor. MPG may, if it so chooses, grant Investor 1 Ibra’ on the Istisna’ Purchase Price;
 6. Investor 1 is expected to earn a profit being the difference between the Istisna’ Sale Payments and the Istisna’ Purchase Payments (“**the Istisna’ Profit**”) as set out in Item (2)(z)(3), on each of the progressive payments disbursed to MPG. MPG shall pay to Investor 1 the Istisna’ Profit under the

Istisna' transaction, that shall be evidenced by Istisna' Profit Notes which are not tradable [as set out in item (g)]; and

7. MPG's obligations under the Istisna' Sale Agreement shall cease on the Commercial Operations Date of the Second Unit [as set out in Item (2)(z)(7)].

Project Operation Stage

- (ii) Upon completion and delivery of the Mukah Power Plant, the Investors and MPG shall share in the profit generated from the Project based on the agreed Distribution Scheme [as set out in Item (2)(z)(10)]; and
- (iii) On the relevant payment dates as per the agreed redemption schedule for each series of the MPG Sukuk as set out in Item (f), MPG would have refunded the respective funds provided for the Project, in full to the holders of the MPG Sukuk ("the Sukukholders").

- (d) Issue size (RM) : The MPG Sukuk Programme comprises:
- (i) The MPG Senior Sukuk Programme of up to a nominal value of RM665.0 million; and
- (ii) The MPG Junior Sukuk Programme of up to a nominal value of RM285.0 million.
- (e) Issue price : **MPG Senior Sukuk**
The MPG Senior Sukuk shall be issued at par.
- MPG Junior Sukuk**
The MPG Junior Sukuk shall be issued at par.
- (f) Tenure of the facility / issue : **MPG Senior Sukuk**
- (i) **Tenure of the Istisna' Facility**
Up to the Commercial Operations Date of the Second Unit or thirty (30) months from the date of inception of the Istisna' Sale

Agreement and Istisna' Purchase Agreement, whichever is the earlier.

(ii) Tenure of the MPG Senior Sukuk Programme ("the MPG Senior Sukuk Tenure")

Up to fifteen (15) years from the date of first issue.

(iii) Maturity of the MPG Senior Sukuk

For Tranche 1 to Tranche 4

Four (4) years and up to fifteen (15) years.

For Tranche 5

Two (2) years and up to three (3) years, at the option of MPG.

The issue date of each subsequent tranche ("Tranche") of MPG Senior Sukuk shall be six (6) months after the issue date of the immediately preceding Tranche, e.g. issue date of Tranche 2 shall be six (6) months after the issue date of Tranche 1².

No MPG Senior Sukuk shall be issued after the relevant issue date for the Tranche in which such MPG Senior Sukuk belongs and the availability of such MPG Senior Sukuk shall thereafter be cancelled.

Based on the indicative tranches provided to the Lead Arranger ("the MPG Senior Sukuk Indicative Tranches"), each series of the issued MPG Senior Sukuk shall be redeemed ("the MPG Senior Sukuk Redemption Amount") on its respective redemption date³

² In any case, the issue date of each Tranche of the MPG Senior Sukuk shall fall after the issue date of each corresponding Tranche of the MPG Junior Sukuk.

³ The issue size of each series / tranche of the MPG Senior Sukuk may vary depending upon MPG's project financing requirements. In the event the Issuer wishes to revise the issue size of each series / tranche of the MPG Senior Sukuk, the Issuer shall notify the Lead Arranger of the proposed revision in writing thirty (30) days prior to the issuance of Tranche 1 of the MPG Senior Sukuk. The agreed Redemption

as per the following schedule (“the **MPG Senior Sukuk Redemption Schedule**”):

Tranche 1

Series	Redemption Amount (RM)	Redemption Date (Years from Issuance)
1	20,000,000	12.5
2	35,000,000	13.0
3	35,000,000	13.5
4	35,000,000	14.0
5	35,000,000	14.5
6	35,000,000	15.0
Total	195,000,000	

Tranche 2

Series	Redemption Amount (RM)	Redemption Date (Years from Issuance)
1	5,000,000	6.5
2	30,000,000	7.0
3	30,000,000	7.5
4	25,000,000	8.0
5	25,000,000	8.5
6	30,000,000	9.0
7	25,000,000	9.5
8	35,000,000	10.0
9	35,000,000	10.5
10	35,000,000	11.0
11	35,000,000	11.5
12	15,000,000	12.0
Total	325,000,000	

Amounts / Redemption Dates shall be revised accordingly. Any changes are to be mutually agreed between the Lead Arranger and the Issuer. The SC will be notified accordingly.

Tranche 3

Series	Redemption Amount (RM)	Redemption Date (Years from Issuance)
1	15,000,000	5.5
2	15,000,000	6.0
Total	30,000,000	

Tranche 4

Series	Redemption Amount (RM)	Redemption Date (Years from Issuance)
1	20,000,000	4.0
2	20,000,000	4.5
3	5,000,000	5.0
Total	45,000,000	

Tranche 5

Series	Redemption Amount (RM)	Redemption Date (Years from Issuance)
1	20,000,000	2.0
2	25,000,000	2.5
3	25,000,000	3.0
Total	70,000,000	

MPG Junior Sukuk

- (i) Tenure of the MPG Junior Sukuk Programme (“the MPG Junior Sukuk Tenure”)

Up to twenty-five (25) years from the date of first issue.

- (ii) Maturity of the MPG Junior Sukuk

Fifteen (15) years and up to twenty-two (22) years.

Based on the indicative tranches provided to the Lead Arranger, with a scheduled total issuance size of RM210.0 million (“the **MPG Junior Sukuk Indicative Tranches**”), the issue date of each subsequent Tranche shall be six (6) months after the issue date of the immediately preceding Tranche, e.g. issue date of Tranche 2 shall be six (6) months after the issue date of Tranche 1⁴.

Each series of the issued MPG Junior Sukuk shall be redeemed (“the **MPG Junior Sukuk Redemption Amount**”) on its respective redemption date as per the following schedule (“the **MPG Junior Sukuk Redemption Schedule**”):

Tranche 1

Series	Redemption Amount(RM)	Redemption Date (Years from Issuance)
1	30,000,000	19.0
2	25,000,000	20.0
3	15,000,000	21.0
4	30,000,000	22.0
Total	100,000,000	

Tranche 2

Series	Redemption Amount (RM)	Redemption Date (Years from Issuance)
1	25,000,000	16.5
2	30,000,000	17.5
Total	55,000,000	

⁴ In any case, the issue date of each Tranche of the MPG Junior Sukuk shall fall before the issue date of each corresponding Tranche of the MPG Senior Sukuk.

Tranche 3

Series	Redemption Amount (RM)	Redemption Date (Years from Issuance)
1	45,000,000	15.0
2	10,000,000	16.0
Total	55,000,000	

MPG may, prior to the Commercial Operations Date of the Second Unit, in addition to the MPG Junior Sukuk Indicative Tranches above, issue MPG Junior Sukuk of up to RM75.0 million (“**the Additional MPG Junior Sukuk**”) as and when required, to (1) meet its funding requirements in the event of Project cost overrun due to variation order, and (2) pay Liquidated and Ascertained Damages under the Istisna’ Purchase Agreement [as described in Item (2)(z)(4)] in the event of Project completion delay.

In the event of Project cost overrun, MPG shall enter into a separate Istisna’ sale agreement with Investor 1 whereby the latter agrees to construct and deliver to MPG an additional component of the Project, and Investor 1 shall simultaneously enter into a separate Istisna’ purchase agreement with MPG to procure the construction and delivery of the same additional component of the Project, for agreed Istisna’ sale price and Istisna’ purchase price respectively.

Maturity of each series of the Additional MPG Junior Sukuk, whilst shall not be more than twenty-five (25) years, shall only be determined at the point of issuance of each series of the Additional MPG Junior Sukuk and the Securities Commission (“**SC**”) will be notified accordingly. For the avoidance of doubt, there shall not be any redemption in respect of the Additional MPG Junior Sukuk on or before the redemption date of the last series of the MPG Senior Sukuk and MPG Junior Sukuk Indicative Tranches.

(g) Coupon / profit or equivalent rate (%) (please specify)

: **MPG Senior Sukuk**

The Expected Profits of the MPG Senior Sukuk comprise the Istisna' Profit and Expected Profit agreed under the Istisna' Purchase Agreement and Istisna' Sale Agreement, and the MV respectively, entered into between MPG and Investor 1, and MPG and the Investors respectively.

Based on the following MPG Senior Sukuk Indicative Tranches, the Expected Profit Rates⁵ shall be as set out below subject to the following:

- (i) A rating of AA3 is assigned to the MPG Senior Sukuk Programme; and
- (ii) The validity date for the issuance of the initial tranche (Tranche 1) is on or before 29 December 2006.

As such, the Expected Profit Rates may be revised upon expiry of the above validity date or if the said rating is not obtained. The SC will be notified accordingly.

The Expected Profit Rates of each series of the MPG Senior Sukuk are as follows:

⁵ *The issue size of each series / tranche of the MPG Senior Sukuk may vary depending upon MPG's project financing requirements. In the event the Issuer wishes to revise the issue size of each series / tranche of the MPG Senior Sukuk, the Issuer shall notify the Lead Arranger of the proposed revision in writing thirty (30) days prior to the issuance of Tranche 1 of the MPG Senior Sukuk. The agreed Nominal Amounts / Expected Profit shall be revised accordingly. Any changes are to be mutually agreed between the Lead Arranger and the Issuer. The SC will be notified accordingly.*

Tranche 1

Series	Nominal Amount (RM)	Expected Profit Rate (% p.a.)
1	20,000,000	8.10
2	35,000,000	8.20
3	35,000,000	8.30
4	35,000,000	8.40
5	35,000,000	8.50
6	35,000,000	8.60
Total	195,000,000	

Tranche 2

Series	Nominal Amount (RM)	Expected Profit Rate (% p.a.)
1	5,000,000	7.15
2	30,000,000	7.25
3	30,000,000	7.35
4	25,000,000	7.45
5	25,000,000	7.55
6	30,000,000	7.60
7	25,000,000	7.70
8	35,000,000	7.80
9	35,000,000	7.95
10	35,000,000	8.05
11	35,000,000	8.15
12	15,000,000	8.25
Total	325,000,000	

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Tranche 3

Series	Nominal Amount (RM)	Expected Profit Rate (% p.a.)
1	15,000,000	7.40
2	15,000,000	7.50
Total	30,000,000	

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Tranche 4

Series	Nominal Amount (RM)	Expected Profit Rate (% p.a.)
1	20,000,000	7.45
2	20,000,000	7.55
3	5,000,000	7.65
Total	45,000,000	

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Tranche 5

Series	Nominal Amount (RM)	Expected Profit Rate (% p.a.)
1	20,000,000	7.20
2	25,000,000	7.35
3	25,000,000	7.50
Total	70,000,000	

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MPG Junior Sukuk

Based on the MPG Junior Sukuk Indicative Tranches below, the Expected Profit Rates of each series of the MPG Junior Sukuk shall be as set out below:

Tranche 1

Series	Nominal Amount (RM)	Expected Profit Rate (% p.a.)
1	30,000,000	58.50
2	25,000,000	83.50
3	15,000,000	126.50
4	30,000,000	168.50
Total	100,000,000	

Tranche 2

Series	Nominal Amount (RM)	Expected Profit Rate (% p.a.)
1	25,000,000	12.35
2	30,000,000	50.85
Total	55,000,000	

Tranche 3

Series	Nominal Amount (RM)	Expected Profit Rate (% p.a.)
1	45,000,000	12.00
2	10,000,000	12.50
Total	55,000,000	

The Expected Profit Rates of each series of the Additional MPG Junior Sukuk shall only be determined at the point of issuance of each series of the Additional MPG Junior Sukuk and the SC will be notified accordingly. For the avoidance of doubt, there shall not be any payment of Expected Profit in respect of the Additional MPG Junior Sukuk on or before the redemption date of the last series of the MPG Senior Sukuk and MPG Junior Sukuk Indicative Tranches.

(h) Coupon / profit payment frequency and basis : **MPG Senior Sukuk**

The Istisna' Profit is payable on a six (6)-monthly basis commencing six (6) months after the inception of the Istisna' Sale Agreement and Istisna' Purchase Agreement, with the last Istisna' Profit to be made in the thirtieth (30th) month after the inception of the Istisna' Sale Agreement and Istisna' Purchase Agreement. The profit calculation is based on actual / actual.

The Expected Profit under the MV are payable on a six (6)-monthly basis commencing thirty-six (36) months from the first issuance of the MPG Senior Sukuk, with the last profit payment for each series of the MPG Senior Sukuk to be made on the maturity date of each series of the MPG Senior Sukuk. The profit calculation is based on actual / actual.

In the event the Commercial Operations Date of the Second Unit is not achieved within thirty (30) months after the inception of the Istisna' Purchase Agreement, the Liquidated and Ascertained Damages under the Istisna' Purchase Agreement shall be payable in lieu of the Expected Profit under the MV during the period between the Commercial Operations Date of the Second Unit and actual Project completion date. The Expected Profit under the MV shall only be payable upon the achievement of the Commercial Operations Date of the Second Unit and after the said Liquidated and Ascertained Damages under the Istisna' Purchase Agreement are paid.

MPG Junior Sukuk

The profit payments are payable on a six (6)-monthly basis with profit payments for each series of the MPG Junior Sukuk to commence in the n^{th} month from the issuance of each series of the MPG Junior Sukuk⁶ as set out

⁶ There shall not be any profit payment for the MPG Junior Sukuk before the Commercial Operations Date of the Second Unit.

below, with the last profit payment for each series of the MPG Junior Sukuk to be made on the maturity date of each series of the MPG Junior Sukuk. The profit calculation is based on actual / actual.

Tranche 1

Series	Expected Profit Rate (% p.a.)	Month	Expected Profit Rate (% p.a.)	n th Month from Issuance
1	0.00	1 - 168	58.50	174
2	0.00	1 - 192	83.50	198
3	0.00	1 - 216	126.50	222
4	0.00	1 - 234	168.50	240

Tranche 2

Series	Expected Profit Rate (% p.a.)	Month	Expected Profit Rate (% p.a.)	n th Month from Issuance
1	0.00	1 - 42	12.35	48
2	0.00	1 - 150	50.85	156

Tranche 3

Series	Expected Profit Rate (% p.a.)	Month	Expected Profit Rate (% p.a.)	n th Month from Issuance
1	0.00	1 - 36	12.00	42
2	0.00	1 - 42	12.50	48

(i) Yield to maturity (%) : **MPG Senior Sukuk**

The Expected Yields to Maturity ("YTM") of each series of the MPG Senior Sukuk are computed based on the Istisna' Profit earned under the Istisna' Sale Agreement and Istisna' Purchase Agreement (and in the case where the Commercial Operations Date of the Second Unit is achieved after the thirtieth (30th) month after the inception of the Istisna' Purchase Agreement, the Liquidated and Ascertained

Damages under the Istisna' Purchase Agreement payable during the period between the Commercial Operations Date of the Second Unit and actual Project completion date) and Expected Profit agreed under the MV.

Based on the following MPG Senior Sukuk Indicative Tranches, the YTM⁷ for the MPG Senior Sukuk shall be as set out below subject to the following:

- (i) A rating of AA3 is assigned to the MPG Senior Sukuk; and
- (ii) The validity date for the issuance of the initial tranche (Tranche 1) is on or before 29 December 2006.

As such, the YTM⁷s may be revised upon expiry of the above validity date or if the said rating is not obtained. The SC will be notified accordingly.

The YTM⁷s of each series of the MPG Senior Sukuk are as follows:

⁷ The issue size of each series / tranche of the MPG Senior Sukuk may vary depending upon MPG's project financing requirements. In the event the Issuer wishes to revise the issue size of each series / tranche of the MPG Senior Sukuk, the Issuer shall notify the Lead Arranger of the proposed revision in writing thirty (30) days prior to the issuance of Tranche 1 of the MPG Senior Sukuk. The agreed Nominal Amounts / YTM⁷s shall be revised accordingly. Any changes are to be mutually agreed between the Lead Arranger and the Issuer. The SC will be notified accordingly.

Tranche 1

Series	Nominal Amount (RM)	YTM (% p.a.)
1	20,000,000	8.10
2	35,000,000	8.20
3	35,000,000	8.30
4	35,000,000	8.40
5	35,000,000	8.50
6	35,000,000	8.60
Total	195,000,000	

Tranche 2

Series	Nominal Amount (RM)	YTM (% p.a.)
1	5,000,000	7.15
2	30,000,000	7.25
3	30,000,000	7.35
4	25,000,000	7.45
5	25,000,000	7.55
6	30,000,000	7.60
7	25,000,000	7.70
8	35,000,000	7.80
9	35,000,000	7.95
10	35,000,000	8.05
11	35,000,000	8.15
12	15,000,000	8.25
Total	325,000,000	

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Tranche 3

Series	Nominal Amount (RM)	YTM (% p.a.)
1	15,000,000	7.40
2	15,000,000	7.50
Total	30,000,000	

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Tranche 4

Series	Nominal Amount (RM)	YTM (% p.a.)
1	20,000,000	7.45
2	20,000,000	7.55
3	5,000,000	7.65
Total	45,000,000	

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Tranche 5

Series	Nominal Amount (RM)	YTM (% p.a.)
1	20,000,000	7.20
2	25,000,000	7.35
3	25,000,000	7.50
Total	70,000,000	

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MPG Junior Sukuk

The YTM's of each series of the MPG Junior Sukuk are computed based on the Expected Profit agreed under the MV.

Based on the following MPG Junior Sukuk Indicative Tranches, the YTM's of each series of the MPG Junior Sukuk shall be as set out below:

Tranche 1

Series	Nominal Amount (RM)	YTM (% p.a.)
1	30,000,000	8.10
2	25,000,000	8.05
3	15,000,000	8.00
4	30,000,000	7.95
Total	100,000,000	

Tranche 2

Series	Nominal Amount (RM)	YTM (% p.a.)
1	25,000,000	8.22
2	30,000,000	8.18
Total	55,000,000	

Tranche 3

Series	Nominal Amount (RM)	YTM (% p.a.)
1	45,000,000	8.31
2	10,000,000	8.25
Total	55,000,000	

The YTM's of the Additional MPG Junior Sukuk shall only be determined at the point of issuance of each series of the Additional MPG Junior Sukuk and the SC will be notified accordingly.

- (j) Security / collateral (if any) : Although the MPG Sukuk are not secured as to guarantee any return of capital or profits of the MV, the obligations of MPG arising from the MPG Sukuk Programme shall be secured by the following:
- (i) Assignment of all rights, benefits and titles of MPG under its project documents, including but not limited to the Licence for the Generation of Electricity for the Mukah Power Plant (**"the Licence"**), Power Purchase Agreement with SESCO (**"the PPA"**), the Coal Supply Agreement with Sarawak Coal Resources Sdn Bhd (**"the CSA"**), the Engineering, Procurement, and Commissioning Contract with the EPC Contractor (**"the EPC Contract"**), the Non-Plant Zone Engineering, Procurement and Commissioning Contract with PPES Works (Sarawak) Sdn Bhd, permits and insurance policies (collectively referred to as **"the**

Project Documents”);

- (ii) Memorandum of Charge to be signed in escrow over the piece of land on which the Mukah Power Plant will be located, as described under “Approved Plan” Plan No. 10D(SPA/SP/7-05)A and registered under SPA Approval No. P/10D/849-05 (“**the Mukah Power Plant Land**”);
 - (iii) Pending the issuance of the individual document of title, (a) Letter of Undertaking from MPG to procure the issuance of the individual document of title over the Mukah Power Plant Land; and (b) Assignment of its rights to the alienation of, and issuance of lease(s) or provisional lease(s) or separate individual document of title of, the Mukah Power Plant Land in MPG’s favour;
 - (iv) Memorandum of First Legal Charge over the Designated Accounts [as described in Item (2)(z)(17)] and assignment of MPG’s rights, benefits and titles over the credit balances in the Designated Accounts; and
 - (v) First ranking debenture creating fixed and floating charge over MPG’s present and future assets.
- (k) Details of utilisation of proceeds : The proceeds from the MPG Sukuk Programme will be utilised by MPG to meet the following purposes:

MPG Senior Sukuk

Details		Up to Amount (RM' million)
(i)	Part repay shareholder's advances of up to RM150.0 million, which has been utilised to pay site acquisition cost and other project related expenses in relation to the development, design and construction of the Mukah Power Plant prior to the initial issuance of the MPG Junior Sukuk*;	43.5
(ii)	Part finance all costs associated with the site acquisition, development, design, construction, start-up and initial operations of the Mukah Power Plant;	592.6
(iii)	Pay all the MPG Sukuk Programme-related expenses incurred prior to the Commercial Operations Date of the Second Unit; and	1.8
(iv)	Deposit into the SPA [as described in Item (2)(z)(17)] to meet the initial funding requirement of the Minimum SPA Balance [as described in Item (2)(z)(17)(iii)].	27.1
		665.0

* It should be noted that any decrease in repayment of shareholder's advances shall correspondingly reduce the utilisation of proceeds for the part-repayment of shareholder's advances as stated. Any unutilised amount herein may be utilised for item (ii) above.

Note: Any unutilised amount from any of items (ii), (iii) and (iv) above will be utilised for general working capital purpose.

MPG Junior Sukuk

Details		Up to Amount (RM' million)
(i)	Part repay shareholder's advances of up to RM150.0 million, which has been utilised to pay site acquisition cost and other project related expenses in relation to the development, design and construction of the Mukah Power Plant prior to the initial issuance of the MPG Junior Sukuk**;	109.7
(ii)	Part finance all costs associated with the site acquisition, development, design, construction, start-up and initial operations of the Mukah Power Plant;	-
(iii)	Meet its obligations under the Istisna' Sale Agreement i.e. to pay Istisna' Profit during the Project construction period; and	100.3

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(iv)	Meet its contingent requirements in the event of Project cost overrun due to variation order and payment of the Liquidated and Ascertained Damages under the Istisna' Purchase Agreement.	75.0
		285.0

***It should be noted that any decrease in repayment of shareholder's advances shall correspondingly reduce the utilisation of proceeds for the part-repayment of shareholder's advances as stated. Any unutilised amount herein may be utilised for item (ii) above.*

Note: Any unutilised amount from any of items (ii), (iii) and (iv) above will be utilised for general working capital purpose.

For the avoidance of doubt, utilisation of proceeds from the MPG Sukuk Programme to repay shareholder's advances shall not exceed RM150.0 million in aggregate.

- (l) Sinking fund (if any) : Not applicable.
- (m) Rating
- Credit rating assigned
 - MPG Senior Sukuk**
AA3 (Initial).
 - MPG Junior Sukuk**
A2 (Initial).
 - Name of rating agency
Rating Agency Malaysia ("**RAM**").
- (n) Form and denomination : **Form**
Each tranche of the MPG Sukuk shall be represented at all times by negotiable non-interest bearing unsecured certificates in bearer form represented by a global Sukuk Mudharabah certificate (exchangeable for

definitive certificates only in permitted circumstances) evidencing undivided proportionate interest in the MV, hence entitling the Sukukholders to receive the Istisna' Profit and / or Expected Profit agreed under the Istisna' Sale Agreement and MV respectively. The global Sukuk Mudharabah certificates will be deposited with BNM.

Denomination

The denomination of the MPG Sukuk shall be in multiples of RM1.0 million at the time of issuance, subject to the Rules on Fully Automated System for Issuing / Tendering issued by BNM (“**the FAST Rules**”), Rules on Scripless Securities under the Real Time Electronic Transfer of Funds and Securities system issued by BNM (“**the RENTAS Rules**”) and other standard conditions including, without limitation, the following:

- (i) a minimum issue size of RM5.0 million for each issue; and
- (ii) the issue notice shall be given to the Facility Agent for BNM purposes at least five (5) business days prior to and excluding the date of proposed issue.

(o) Mode of issue : **MPG Senior Sukuk**

The MPG Senior Sukuk shall be issued on a bought-deal basis in accordance with:

- (i) the “Code of Conduct and Market Practices for the Malaysian Corporate Bond Market” issued by the Institut Peniaga Bon Malaysia and approved by BNM (“**IPBM Code**”);
- (ii) the RENTAS Rules; and
- (iii) the FAST Rules.

or their replacement thereof applicable from time to time (collectively referred to as the “**Codes of Conduct**”).

MPG Junior Sukuk

The MPG Junior Sukuk shall be issued on a private placement basis in accordance with the Codes of Conduct.

The RENTAS Rules shall prevail to the extent of any inconsistency between the RENTAS Rules and IPBM Code, for both MPG Senior Sukuk and MPG Junior Sukuk.

- (p) Selling restriction : The MPG Sukuk may not be offered or sold directly or indirectly, nor may any document or other material in connection therewith be distributed in Malaysia other than in accordance with Section 4(6) of the Companies Act 1965 (as amended) of Malaysia, subject to any law, order, regulation or official directive of BNM, SC and / or other regulatory authority from time to time.
- (q) Listing status : The MPG Sukuk will not be listed on the Bursa Malaysia Securities Berhad or any other stock exchange.
- (r) Minimum level of subscription (RM or %) : 100% of MPG Senior Sukuk issued will be fully subscribed by the Primary Subscriber pursuant to a bought-deal arrangement.
- 100% of the MPG Junior Sukuk issued will be fully privately placed to Sarawak Power Generation Sdn Bhd (“SPG”).
- (s) Other regulatory approvals required in relation to the issue, offer or invitation whether or not obtained (please specify) : Not applicable.
- (t) Identified assets : **Istisna’ Sale Agreement and Istisna’ Purchase Agreement**
- The underlying asset for the Istisna’ Sale Agreement and Istisna’ Purchase Agreement shall be the relevant component(s) of the

Project to be developed and delivered in accordance with the specification to be agreed between MPG and Investor 1, which on completion shall collectively form the Mukah Power Plant. The total Project cost, excluding financing cost during construction, shall be up to RM800,000,000.

The ascribed value in relation to the Istisna' Purchase Price for the identified assets shall be in compliance with the SC's Syariah Advisory Council Pricing Guidelines (i.e. Garis Panduan Penetapan Harga Aset Dalam Penerbitan Bon Islam) issued on 30/04/04 as may be replaced, substituted, amended or revised from time to time.

(u) Purchase and selling price / rental (where applicable)

: **MV Agreement**

Purchase price and selling price are not relevant in a Mudharabah transaction.

Istisna' Sale Agreement and Istisna' Purchase Agreement

Istisna' Purchase Price

Up to RM800,000,000.

The purchase price refers to the price payable by Investor 1 to MPG under the Istisna' Purchase Agreement.

Istisna' Selling Price

Up to RM900,336,250.

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The selling price, which includes the Istisna' Profit, refers to the sum payable by MPG to Investor 1 under the Istisna' Sale Agreement in accordance with the Istisna' Profit Schedule [as set out in Item (2)(z)(3)].

(v) Conditions precedent

: Conditions precedent for initial issuance of the MPG Sukuk Programme shall include the following (all to be in the form and substance acceptable to the Lead Arranger):

A. Main Documentation

- (i) The facility agreement, trust deed, depository and paying agency agreement, Istisna' Sale Agreement, Istisna' Purchase Agreement, security documents (save for the Memorandum of Charge over the Mukah Power Plant Land) and all relevant documents as advised by the Lead Solicitor from time to time (collectively referred to as "**the Transaction Documents**"), have been duly executed and perfected.

B. MPG

- (i) Certified true copies of the Certificate of Incorporation and the Memorandum and Articles of Association;
- (ii) Certified true copies of Forms 24 and 49;
- (iii) A certified true copy of board resolution authorising, amongst others:
 - (a) the acceptance of the MPG Sukuk Programme and the terms and conditions contained herein;
 - (b) the execution of the Transaction Documents, and the list of persons authorised to sign the Transaction Documents and thereafter give notices or otherwise communicate formally with the Lead Arranger / Facility Agent in relation to the MPG Sukuk Programme; and
 - (c) the opening and operating of the Designated Accounts.
- (iv) A list of authorised signatories and their respective specimen signatures;
- (v) Documentary evidence which is duly certified by the Company Secretary that MPG's paid-up capital is at least

- RM2.0 million;
- (vi) Evidence of the opening of the Designated Accounts;
 - (vii) Certified true copies of the Notices of Assignment of the Designated Accounts and the relevant acknowledgments from RHB ISLAMIC in form and content acceptable to the Lead Arranger in respect of the charge of the Designated Accounts;
 - (viii) Certified true copies of all duly executed Project Documents and any amendments made thereto;
 - (ix) A certificate from MPG confirming that there is no litigation, arbitration or administrative proceeding or claim against MPG which would likely have a Material Adverse Effect⁸ on its ability to perform its obligations under the licences and agreements to which is a party;
 - (x) A letter of undertaking from MPG to issue each tranche of the MPG Sukuk only after the issuance of the SPG Sukuk [as described in item (C)(ii) below] by SPG;
 - (xi) A letter of undertaking from SPG to
 - (a) subscribe to the MPG Junior Sukuk of up to RM285.0 million;
 - (b) retain, at all times, full ownership of the issued MPG Junior Sukuk after the MV Commencement Date but before the Commercial Operations Date of the Second Unit; and
 - (c) retain, at all times, ownership of the MPG Junior Sukuk equivalent to at least ten percent (10%) of the aggregate outstanding nominal values of the MPG Senior Sukuk and

⁸ *Material Adverse Effect means, in the reasonable opinion of the Trustee, a material adverse effect upon the financial condition, business operations or management activities of MPG, which may have a material impact upon the ability of MPG to perform its obligations under the Transaction Documents.*

MPG Junior Sukuk, and MPG's shareholders' funds, from the Commercial Operations Date of the Second Unit until the maturity of the last series of the MPG Junior Sukuk;

- (xii) Receipt of issue notice at least five (5) business days prior to and excluding the date of proposed issue; and
- (xiii) A report of the relevant company and winding up searches with results satisfactory to the Lead Arranger.

C. General

- (i) Receipt of approval from the SC for issuance of the MPG Sukuk Programme and MPG's compliance with all conditions of such approval;
- (ii) Receipt of approval from the SC for the issuance of SPG's Sukuk Musyarakah of up to RM215.0 million ("**the SPG Sukuk**" or "**the SPG Sukuk Programme**") and SPG's compliance with all conditions of such approval;
- (iii) Receipt of a written report from the Insurance Consultant that the insurance cover obtained by MPG in relation to the Project is adequate and in compliance with MPG's obligations to insure under the Project Documents;
- (iv) Confirmation from the Insurance Consultant that the Trustee has been named as the loss-payee in respect of such insurances to be assigned to the Trustee and certified true copies of such insurance policies;
- (v) Receipt of a written report from the Independent Checking Engineer confirming amongst others, the technical viability and the plant's ability to meet the initial capacity requirements of the PPA and the

reasonableness of the Project cost (“the Project Cost”);

- (vi) Completion of the due diligence exercise in a manner satisfactory to the Lead Arranger;
- (vii) Outcome of the due diligence exercise satisfactory to the Lead Arranger;
- (viii) The MPG Senior Sukuk shall have received a minimum long-term credit rating of AA3 from RAM;
- (ix) Receipt of all relevant regulatory approvals for the implementation of the Project;
- (x) The Lead Arranger shall have received legal opinion from the Lead Solicitor advising with respect to, among others, the legality, validity and enforceability of all the relevant documents;
- (xi) The Lead Arranger shall have received a written confirmation from the Lead Solicitor on the fulfillment of all conditions precedent; and
- (xii) Such other conditions precedent as may be advised by the Lead Solicitor and to be mutually agreed between the Lead Arranger and MPG.

The Primary Subscriber may waive any of the conditions precedent in whole or in part at its discretion with or without conditions without prejudice to its rights to insist on the compliance by MPG at any subsequent date. The SC will be notified accordingly upon the initial issuance of the MPG Sukuk.

- (w) Representations and warranties : Representations and warranties shall include but not limited to the following:
- (i) MPG is duly established and validly existing under the laws of Malaysia;
 - (ii) That:
 - (a) MPG is empowered and authorised

- by the provisions of the Memorandum and Articles of Association;
- (b) all necessary corporate and statutory actions have been taken to authorise MPG;
 - (c) all necessary authorisations of any governmental or other authority have been duly and unconditionally obtained and are in full force and effect which are required to authorise MPG:
 - 1. own its assets, carry on its business as it is being conducted;
 - 2. execute and deliver, and perform transactions contemplated in the Transaction Documents;
 - 3. issue the MPG Sukuk; and
 - 4. perform its obligations specified in the terms and conditions of the MPG Sukuk.
 - (iii) the Transaction Documents constitute valid and binding obligations of MPG enforceable in accordance with their respective terms and that there is no law or regulation or any order or decree of any governmental authority, agency or court to which MPG is subject to which would be in conflict with or prevent MPG from executing, delivering and performing the transactions contemplated in each of the Transaction Documents;
 - (iv) neither the execution and delivery of the Transaction Documents, nor the issue of the MPG Sukuk nor the performance of any of the transactions contemplated in the Transaction Documents does or shall:
 - (a) contravene or constitute a default under any provision contained in any agreement, instrument, law, judgment, order, licence, permit or consent by which MPG is bound or

- affected; or
- (b) cause any limitation on MPG or the powers of its Board of Directors, whether imposed by or contained in the Memorandum and Articles of Association or in any other law, order, judgment, agreement, instrument or otherwise, to be exceeded.
 - (v) no authorisation, approval, consent, licence, exemption, registration, recording, filing, notarisation of the Transaction Documents and no payment of any duty or tax and no other action whatsoever which has not been duly and unconditionally obtained, made or taken is necessary or desirable to ensure the validity or enforceability of the liabilities and obligations of MPG or the rights of the Lead Arranger, Trustee and Sukukholders under the Transaction Documents in accordance with their terms;
 - (vi) no event has occurred which constitutes a contravention of, or default under, any agreement or instrument by which MPG or any of its assets is bound or affected, being a contravention or default which may have a Material Adverse Effect;
 - (vii) no litigation, arbitration or administrative proceeding or claim which might by itself or together with any other such proceedings or claims which may have a Material Adverse Effect on MPG, is presently in progress or pending or, to the best of the knowledge, information and belief of MPG threatened against MPG or any of its assets;
 - (viii) the Information Memorandum and written information furnished by MPG in connection with the MPG Sukuk Programme and Transaction Documents do not contain any untrue statement or omit to state any fact, the omission of which makes the statements therein, in

the light of the circumstances under which they are made, misleading and all expressions of expectations, intention, belief and opinion contained therein were honestly made on reasonable grounds after due and careful enquiry by MPG;

- (ix) MPG has fully disclosed in writing to the Lead Arranger all facts relating to MPG which are material for disclosure to the Lead Arranger in the context of the MPG Sukuk Programme and Transaction Documents;
- (x) there has been no change in its business or financial condition since the date of the Information Memorandum which may have a Material Adverse Effect;
- (xi) MPG is the legal and beneficial owner of all its rights under the Project Documents;
- (xii) none of the assets of MPG is affected by any security interest and MPG is not a party to, nor is it or any of its assets bound by, any order, agreement or instrument under which MPG is, or in certain events may be, required to create, assume or permit to arise any security interest (other than any permitted under the terms and conditions of the MPG Sukuk Programme);
- (xiii) no Event of Default has occurred and / or is continuing or would occur as a result of the issuance of the MPG Sukuk;
- (xiv) the MPG Sukuk when issued would constitute direct, unconditional and secured obligations of MPG and shall rank first with all other present and future financial obligations of MPG with the exception of that which is preferred by law;
- (xv) MPG is conducting its business and operations in compliance with all applicable laws and regulations and all directives of governmental authorities having the force of law;
- (xvi) save as disclosed in the Transaction

- Documents, and Information Memorandum, MPG has no other borrowings;
- (xvii) the audited financial statements of MPG have been prepared in accordance with approved accounting standards in Malaysia; and
 - (xviii) all necessary returns have been or will be delivered by or on behalf of MPG to the relevant taxation authorities and MPG is not in default in the payment of any taxes of a material amount, and no material claim is being asserted with respect to taxes which is not disclosed in the audited financial statements as disclosed to the Trustee.
- (x) Events of default : The agreed situations of misconduct or negligence which are stated upfront and form part of default events to the MV shall include, inter alia, the following:
- (i) any act (commission or omission) of dishonesty or mismanagement (including any attempt thereof) by MPG which includes, but not limited to the following:
 - (a) providing false or untrue statements, information, disclosure or reports;
 - (b) concealing or non-disclosure of material facts, information or reports;
 - (c) providing false or untrue representations and warranties;
 - (d) failure to perform and/or execute the Project in a professional like manner as may be expected of a Mudharib undertaking a project of similar nature;
 - (e) any act of deceit; or
 - (f) improper use or misappropriation of the funds.
 - (ii) failure by MPG to redeem the MPG Senior Sukuk on the relevant redemption

- dates as per the agreed MPG Senior Sukuk Redemption Schedule;
- (iii) failure by MPG to pay Istisna' Profit to Investor 1 under the Istisna' Sale Agreement;
 - (iv) failure by MPG to pay profits to the holders of the MPG Sukuk ("**the Sukukholders**") in accordance with the Distribution Scheme;
 - (v) failure by MPG to redeem the MPG Junior Sukuk on the relevant redemption dates as per the MPG Junior Sukuk Redemption Schedule;
 - (vi) failure by MPG to perform or observe any other provision of the Transaction Document(s) [other than (i) above] and where the Trustee considers that such failure is capable of remedy, the failure is not remedied within thirty (30) days;
 - (vii) insolvency or administration or winding up of MPG;
 - (viii) a change of the Memorandum and Articles of Association of MPG without written consent from the Trustee, save for amendments (if any) made pursuant to a restructuring of MPG or its subsidiaries (if any) pursuant to public listing exercise;
 - (ix) failure by MPG to meet the Financial Covenants [as described in Item (2)(z)(24)];
 - (x) MPG ceases or threatens to cease to carry on all or a substantial part of its business;
 - (xi) MPG enters into businesses prohibited under Syariah principles; or
 - (xii) such other Events of Defaults as may be advised by the Lead Solicitor and in accordance with the principle of Mudharabah.

For the avoidance of doubt, failure by MPG to meet the scheduled Expected Profit payments of MPG Sukuk due to commercial reason(s) beyond its control and not due to its wilful

default shall not constitute an Event of Default.

In the Event of Default, the Rabb al-mal shall have the right to terminate the MV and hence, shall be entitled to do the following:

- (i) give instruction to the Trustee to proceed to enforce and realise the Security [as described in Item (j)]; and / or
- (ii) appoint any third party (ies) (including but are not limited to receivers and / or managers) having full power to complete and manage the Project.

The proceeds from the security enforcement, net of all cost and expenses ("**the Realised Sum**"), shall be deposited in the MBA [as described in Item (2)(z)(17)] and shall firstly be applied to meet all secured obligations of MPG pursuant to the MPG Senior Sukuk.

Thereafter, any balance of the Realised Sum shall be distributed to the holders of the MPG Senior Sukuk ("**the Senior Sukukholders**") and the holders of MPG Junior Sukuk ("**the Junior Sukukholders**") in accordance with their capital contributions.

- (y) Principal terms and conditions for warrants (where applicable) : Not applicable.
- (z) Other principal terms and conditions for the issue
 - 1. Mukah Power Plant : The 2X135 Megawatts ("**MW**") total installed capacity coal-fired power plant comprising two boiler-turbine-generator units, each unit with a nominal 135 MW capacity (including all related facilities) and ancillary infrastructure, to be constructed in Mukah, Sarawak and includes any modification thereto.

2. Mudharabah Venture (“MV”)

: **MV**

Mudharabah venture entered into between MPG (the Mudharib) and the Investors (the Rabb al-mal) involving the construction and operation of the Mukah Power Plant such that it is able to generate revenue by selling electricity to SESCO. The MV is constituted under a Trust Deed to be entered into between MPG and the Trustee.

Tenure of the MV

The MV between MPG and the Investors shall commence on the MPG Junior Sukuk first issue date (“the **MV Commencement Date**”) with a maximum tenure of up to twenty-five (25) years from the MV Commencement Date.

Investor 1 shall withdraw its participation in the MV at the end of the fifteenth (15th) year from the MPG Senior Sukuk first issue date.

3. Istisna’ Profit Schedule

: The Istisna’ Profit shall be based on the following schedule:

<i>nth Month from the MV Commencement Date</i>	Istisna’ Profit (Up to RM)
6	8,160,000
12	20,716,250
18	21,833,750
24	23,525,000
30	26,101,250
Total	100,336,250

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Deleted: 22,543,750

Deleted: 24,325,000

Deleted: 27,041,250

Deleted: 103,436,250

4. Liquidated and Ascertained Damages under the Istisna’ Purchase Agreement

: In the event MPG fails to complete and deliver the Project on or before the Project Completion Date [as described in Item (2)(z)(5)], MPG shall pay to Investor 1 liquidated and ascertained damages commencing on the date immediately after the Project Completion Date until the actual Project completion date (inclusive).

5. Project Completion Date : Scheduled full completion and delivery date under the Istisna' Sale Agreement and Istisna' Purchase Agreement.
6. Commercial Operations Date of the First Unit : The first date on which all of the conditions set forth in Article IV of the PPA shall have been satisfied and the first unit of the Mukah Power Plant ("**the First Unit**") shall have established a dependable capacity of not less than 121.5 MW. Such first date shall be evidenced by a written confirmation from SESCO.
7. Commercial Operations Date of the Second Unit : The first date on which the second unit of the Mukah Power Plant ("**the Second Unit**") shall have established a dependable capacity of not less than 121.5 MW. Such first date shall be evidenced by a written confirmation from SESCO.
8. Profit : The budgeted profit for the Collection Period [as described in Item (2)(z)(9)] certified by the Trustee based on the following formula:

$$\text{Profit} = \text{Budgeted Revenue} - \text{Budgeted Expenditure}$$

Where:

Budgeted Revenue : Budgeted revenue in respect of the MV plus other budgeted income for that Collection Period, which includes but is not limited to estimated insurance claim proceeds (if any) due to the Sukukholders on claim(s) made during the corresponding Collection Period, minus transfer to the SPA (if any) to meet the Minimum SPA Balance.

Budgeted Expenditure : Budgeted operating, administrative and maintenance expenses, and pro-rated professional charges of the MV.

9. Collection Period : On six (6) monthly basis, with the first Collection Period commencing in the thirtieth (30th) month after the first MPG Sukuk issuance up to the final maturity of the MPG Junior Sukuk.

10. Distribution Scheme : **Distribution Scheme between the Investors and MPG**

- If the MV achieves a Profit above RM(x+y) during a Collection Period, RM(x+y) shall be distributed to the Investors and the balance to MPG based on the concept of Tanazul; and
- If the MV achieves a Profit equal to or less than RM(x+y) during a Collection Period, the distributions to the Investors and MPG shall be in the ratio of 99.0% to 1.0% respectively.

Distribution Scheme between Investor 1 and Investor 2

- Distribution to Investor 1 shall rank in priority to distribution to Investor 2;
- If distribution to the Investors is equal to or more than RMx during a Collection Period, RMx shall be distributed to Investor 1 and the balance to Investor 2 based on the concept of Tanazul; and
- If distribution to the Investors is less than RMx during a Collection Period (“P_i”), such P_i shall be distributed to Investor 1, and Investor 2 shall not receive any Profit distribution during such collection period.

RMx is the value that would realise the YTMs required by Investor 1, as per the following schedule:

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¶
¶
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¶
¶

Tranche 1

Series	Nominal Amount (RM)	x amount ⁹ (RM)
1	20,000,000	810,000
2	35,000,000	1,435,000
3	35,000,000	1,452,500
4	35,000,000	1,470,000
5	35,000,000	1,487,500
6	35,000,000	1,505,000
Total	195,000,000	8,160,000

Tranche 2

Series	Nominal Amount (RM)	x amount (RM)
1	5,000,000	178,750
2	30,000,000	1,087,500
3	30,000,000	1,102,500
4	25,000,000	931,250
5	25,000,000	943,750
6	30,000,000	1,140,000
7	25,000,000	962,500
8	35,000,000	1,365,000
9	35,000,000	1,391,250
10	35,000,000	1,408,750
11	35,000,000	1,426,250
12	15,000,000	618,750
Total	325,000,000	12,556,250

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Deleted: 1,147,500

Deleted: 1,162,500

Deleted: 981,250

Deleted: 993,750

Deleted: 1,200,000

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Deleted: 1,478,750

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Deleted: 648,750

Deleted: 13,206,250

⁹ The issue size of each series / tranche of the MPG Sukuk may vary depending upon MPG's project financing requirements. In the event the Issuer wishes to revise the issue size of each series / tranche of the MPG Senior Sukuk, the Issuer shall notify the Lead Arranger of the proposed revision in writing thirty (30) days prior to the issuance of Tranche 1 of the MPG Senior Sukuk. The agreed Nominal Amounts / Expected Profits shall be revised accordingly. Any changes are to be mutually agreed between the Lead Arranger and the Issuer. The SC will be notified accordingly.

Tranche 3

Series	Nominal Amount (RM)	x amount (RM)
1	15,000,000	555,000
2	15,000,000	562,500
Total	25,000,000	1,117,500

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Deleted: 1,177,500

Tranche 4

Series	Nominal Amount (RM)	x amount (RM)
1	20,000,000	745,000
2	20,000,000	755,000
3	5,000,000	191,250
Total	45,000,000	1,691,250

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Deleted: 795,000

Deleted: 201,250

Deleted: 1,781,250

Tranche 5

Series	Nominal Amount (RM)	x amount (RM)
1	20,000,000	720,000
2	25,000,000	918,750
3	25,000,000	937,500
Total	70,000,000	2,576,250

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Deleted: 968,750

Deleted: 987,500

Deleted: 2,716,250

RM_y is the value that would realise the YTMs required by Investor 2, as per the following schedule:

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Tranche 1

Series	Nominal Amount (RM)	y amount (RM)
1	30,000,000	8,775,000
2	25,000,000	10,437,500
3	15,000,000	9,487,500
4	30,000,000	25,275,000
Total	100,000,000	53,975,000

Tranche 2

Series	Nominal Amount (RM)	y amount (RM)
1	25,000,000	1,543,750
2	30,000,000	7,627,500
Total	55,000,000	9,172,250

Tranche 3

Series	Nominal Amount (RM)	y amount (RM)
1	45,000,000	2,700,000
2	10,000,000	625,000
Total	55,000,000	3,325,000

11. Subordination : The MPG Junior Sukuk shall be subordinated to the MPG Senior Sukuk. For so long as the MPG Senior Sukuk remain outstanding, the Junior Sukukholders shall not be able to declare an event of default ahead of the Senior Sukukholders. However, it shall constitute a cross default on the MPG Junior Sukuk in circumstances where the Senior Sukukholders declare default in respect of MPG.

12. Status : **MPG Senior Sukuk**
- The MPG Senior Sukuk shall constitute direct, unconditional and secured obligations of MPG and shall at all times rank in priority to the MPG Junior Sukuk, and rank at least pari passu, without discrimination, preference or priority amongst themselves and with all other present and future unsecured and unsubordinated financial obligations of MPG subject to the terms of the Transaction Documents.
- MPG Junior Sukuk**
- The MPG Junior Sukuk shall constitute direct, unconditional and secured obligations of MPG and shall at all times rank at least pari passu, without discrimination, preference or priority amongst themselves and with all other present and future unsecured and subordinated financial obligations of MPG subject to the terms of the Transaction Documents. For so long as the MPG Senior Sukuk shall remain outstanding, the MPG Junior Sukuk shall be subordinated to the MPG Senior Sukuk in terms of security and priority of payments.
13. Negative Pledge : MPG, shall not, except as provided under the Transaction Documents, without the prior written consent of the Trustee, create or permit to subsist any mortgage, pledge, lien (unless arising from operation of law) or charge upon, the whole or any part of its assets or undertakings.
14. Redemption : Unless previously redeemed, purchased or cancelled, the MPG Sukuk shall be redeemed on the maturity of the MPG Sukuk as per the MPG Sukuk redemption schedule.
15. Availability Period for Initial Issuance : Upon the completion of legal documentation and compliance of all Conditions Precedent as set out in Item (v) to the satisfaction of the Lead Arranger, but in any case no later than six (6) months from the date of the SC's approval.
16. Conditions : Conditions precedent for subsequent MPG

Precedent for Subsequent Issuances

Sukuk issuances shall include but not limited to the following (all to be in the form and substance acceptable to the Lead Arranger):

- (i) Written confirmation from two (2) directors of MPG that all representations and warranties still remain true and correct;
- (ii) Written confirmation from two (2) directors of MPG that no Event of Default has occurred and is continuing or shall occur if the relevant issuance is made;
- (iii) Project progress report signed by two (2) directors of MPG;
- (iv) All payments of money owing in respect of the MPG Senior Sukuk are made by MPG;
- (v) For the issuance of the last Tranche of the MPG Sukuk, a certification from the Independent Checking Engineer:
 - (1) of the remaining expenses to be incurred to meet the Project Cost; and
 - (2) that there is insufficient money in the OA [as described in Item (2)(z)(17)] to meet such remaining expenses, upon receipt of an OA statement from RHB ISLAMIC;and as such, the issuance amount of the last Tranche of the MPG Sukuk shall not exceed the amount as certified above;
- (vi) For the issuance of the Additional MPG Junior Sukuk to meet MPG's funding requirement in the event of Project cost overrun due to variation order, the execution of a separate Istisna' sale agreement and Istisna' purchase agreement between MPG and Investor 1 for the construction and delivery of an additional component of the Project; and
- (vii) Such other conditions precedent as may be advised by the Lead Solicitor and to be mutually agreed by the Lead Arranger and MPG.

17. Designated Accounts

: MPG is required to open and maintain the following Syariah compliant Designated

Accounts with RHB ISLAMIC:

- (i) Proceeds and Istisna Payment Account (“**PIPA**”);
- (ii) Mudharabah Business Account (“**MBA**”);
- (iii) Sukuk Payment Account (“**SPA**”);
- (iv) Operations Account (“**OA**”); and
- (v) Maintenance Reserve Account (“**MRA**”)

The PIPA, MBA, SPA, OA and MRA are collectively referred to as “**the Designated Accounts**”.

The PIPA and MBA shall be jointly operated by MPG and the Trustee, while the SPA shall be jointly operated by MPG and the Facility Agent. The OA and MRA shall be solely operated by MPG. In the Event of Default by MPG, the Sukukholders shall have priority in respect of any credit balances in the Designated Accounts.

During the Project Construction Stage

(i) Proceeds and Istisna’ Payment Account

Proceeds raised from the issuances of the MPG Sukuk shall be remitted into the PIPA. Funds in the PIPA may only be withdrawn for the purposes as described in Item (k) (Details of Utilisation of Proceeds) and the following approved payments:

- (a) MPG’s staff salaries, and operating and administrative costs;
- (b) Corporation tax and other statutory creditors;
- (c) Reimbursement of fees paid or fees to approved professionals and consultants appointed;
- (d) Maintenance Reserve [as described in Item (v) below]; and
- (e) Insurance premiums.

Upon the completion and delivery of the Mukah Power Plant on the Project

Completion Date, any outstanding credit balance in the PIPA shall immediately be transferred to the MBA and the PIPA is to be closed.

During the Project Operation Stage

(ii) Mudharabah Business Account

All revenue arising from the MV and the Realised Sum [as described in Item (x)], if applicable, shall be deposited into the MBA. Funds in the MBA are applied in the following order of priority:

- (a) Payments of all operating, management, maintenance and capital expenses of the Project, as set out in Item (iv) below;
- (b) Payments of the MPG Sukuk Programme-related expenses;
- (c) Transfer to the SPA to meet the requirements set out pursuant to the SPA;
- (d) Payment of MPG Junior Sukuk Profit; and
- (e) Payment of MPG Junior Sukuk Redemption Amount.

(iii) Sukuk Payment Account

Funds of equal proportions shall be transferred progressively from the MBA to the SPA on a monthly basis, until the total contribution meets the next six (6) months' MPG Senior Sukuk Redemption Amount and certified Profit at least three (3) business days before the payment date of the same. Payment to be made to Investor 1 shall be in the following order of priority:

- (a) MPG Senior Sukuk Profit; and
- (b) MPG Senior Sukuk Redemption Amount.

Payment Obligations under the MPG Senior Sukuk

As a buffer for payment delay(s) under the PPA that might result in monies in the SPA to be less than the aggregate of the Profit payment and Redemption Amount owing under the MPG Senior Sukuk, the SPA shall have at all times, from the date of issuance of the last Tranche of the MPG Senior Sukuk to the Redemption Date of the last series of issued MPG Senior Sukuk, a minimum cash balance equivalent to the next six (6) months' Redemption Amount and Expected Profit in respect of the MPG Senior Sukuk ("**the Minimum SPA Balance**").

If there is any shortfall in meeting the Minimum SPA Balance, funds up to the amount of such shortfall shall immediately be transferred from the MBA to the SPA, such that the Minimum SPA Balance is maintained.

MPG shall only transfer sums from the SPA to the OA should the credit balance in the SPA exceed the aggregate of its next six (6) months' Redemption Amount and Expected Profit in respect of the MPG Senior Sukuk, and the Minimum SPA Balance.

Up to RM27.1 million from the issuance proceeds of the last Tranche of the MPG Senior Sukuk shall be transferred from PIPA to SPA to meet the initial Minimum SPA Balance.

Upon the final maturity of the MPG Senior Sukuk, the Minimum SPA Balance after meeting any shortfall in the MPG Senior Sukuk Profit payment and Redemption Amount owing plus all investment income earned during the MPG Senior Sukuk Tenure shall be transferred to OA.

(iv) Operations Account

Funds in the OA shall be utilised to pay all operating, management, maintenance and capital expenses of the Project, which include the following:

- (a) Corporation tax and other statutory creditors;
- (b) Fees for the Licence;
- (c) MPG's staff salaries, wages and employment costs;
- (d) Overheads and fuel costs;
- (e) Meeting the Maintenance Reserve requirement as per the PPA;
- (f) Contractor fees for the operation and maintenance of the Mukah Power Plant;
- (g) Overhauls and recurring capital expenses;
- (h) Insurance premiums;
- (i) Consultancy, advisory and other professional fees;
- (j) Other incidental costs for the operations and maintenance of the Mukah Power Plant;
- (k) Directors' fees; and
- (l) Permitted Investments.

Funds in the OA could be used to make Permitted Distributions to Shareholders subject to the fulfilment of all financial covenants as set out in Item (2)(z)(24).

(v) Maintenance Reserve Account

MPG shall open a Maintenance Reserve Account to be used exclusively to pay all maintenance expenses in accordance with the terms of the PPA. The maintenance reserve, provided at RM4.0 million ("**the Maintenance Reserve**"), shall be initially funded by proceeds in the PIPA. Any subsequent withdrawal of the Maintenance Reserve shall be replenished by MPG via

transfer of funds from the OA.

18. Transferability and Trading : **MPG Senior Sukuk**
The MPG Senior Sukuk are transferable [subject to the Selling Restrictions as described in Item (p) above] and tradable in the secondary market on a willing-buyer-willing-seller basis.

MPG Junior Sukuk

The MPG Junior Sukuk are transferable [subject to the Selling Restrictions as described in Item (p) above] and tradable in the secondary market on a willing-buyer-willing-seller basis.

19. Repurchase and Cancellation : **MPG Senior Sukuk**
MPG, its parent company or any of its subsidiaries (if any) may at any time purchase the MPG Senior Sukuk at prevailing market price(s) in the open market or by private treaty. These MPG Senior Sukuk repurchased by MPG or any of its subsidiaries shall either be held as investment securities or cancelled. Once cancelled, the MPG Senior Sukuk are not to be reissued.

MPG Junior Sukuk

MPG, its parent company or any of its subsidiaries (if any) may at any time purchase the MPG Junior Sukuk at prevailing market price(s) in the open market or by private treaty. These MPG Junior Sukuk repurchased by MPG or any of its subsidiaries shall either be held as investment securities or cancelled. Once cancelled, the MPG Junior Sukuk are not to be reissued.

20. Permitted Distributions to Shareholders : Permitted distributions to Shareholders are restricted to the following:
- (i) Dividends; and
 - (ii) Repayment of principal advances from and payment of profit to Shareholders.
- MPG shall not declare or pay Permitted Distributions to Shareholders (if applicable) if:
- (a) it is during the period where there is no Senior Sukuk Service Cover Ratio [**Senior SSCR**] as described in Item (2)(z)(22)] calculated;
 - (b) it is during the period where there is no Junior Sukuk Service Cover Ratio [**Junior SSCR**] as described in Item (2)(z)(23)] calculated;
 - (c) the Senior SSCR is less than 1.6 : 1 following such payments;
 - (d) the Junior SSCR is less than 1.3 : 1 following such payments (applicable only after full redemption of the MPG Senior Sukuk);
 - (e) the cash balance in SPA is less than the Minimum SPA Balance following such payments;
 - (f) an Event of Default has occurred, or if following such payments, an Event of Default would occur; or
 - (g) such declaration or payment will have a Material Adverse Effect on the ability of MPG to perform its obligations under the Transaction Documents.

In the case of dividend payments, MPG must further ensure that it has sufficient tax credits to make such payments, where applicable.

21. Permitted Investment : MPG shall be allowed from time to time to utilise funds held in the OA to make Permitted Investments, if all Financial Covenants [as set out in Item (2)(z)(24)] are met. Permitted Investments, which shall be Syariah-compliant, shall mean the following: -

- (i) Mudharabah Investment Accounts or other Syariah compliant deposit products with RHB ISLAMIC or any other financial institution(s);
- (ii) Syariah-compliant bonds and / financial instruments with maturities of one (1) year or less issued by the Government of Malaysia;
- (iii) Syariah-compliant private debt securities with maturities of one (1) year or less and minimum ratings of P1 / AAA or MARC-1 / AAA_{ID} as determined by RAM or Malaysian Rating Corporation Berhad respectively or any other rating agency recognised in Malaysia, if applicable; and / or
- (iv) repurchase of the MPG Sukuk at prevailing market price(s) in the open market or by private treaty.

In the event that investment in item (iii) above is downgraded to below P1 / AAA or MARC-1 / AAA_{ID}, whichever is applicable, such investment shall be disposed of at prevailing market price(s) within thirty (30) days upon the rating downgrade announcement.

22. Senior Sukuk Service Cover Ratio : The Senior Sukuk Cover Ratio (“**the Senior SSCR**”) is the ratio of Cumulative Available Cashflow for Senior Sukukholders to the aggregate amount expected to be paid under the MPG Senior Sukuk for the next six (6) months. The computation of the Senior SSCR, which shall commence six (6) months prior to the first profit payment date of the MPG Senior Sukuk (“**the Senior SSCR Start Date**”), is based on the following formula:

$$\text{Senior SSCR} = \frac{\text{[Cumulative Available Cashflow for Senior Sukukholders]}}{\text{[MPG Senior Sukuk Expected Profit and Redemption Amount to be]}}$$

paid for the next six (6) months]

Cumulative Available Cashflow for Senior Sukukholders = Opening cash balances in the SPA + net cash flow from operating activities + net cash flow from investing activities + opening cash balance

23. Junior Sukuk Service Cover Ratio : The Junior Sukuk Service Cover Ratio (“**the Junior SSCR**”) is the ratio of Cumulative Available Cashflow for the Junior Sukukholders to the aggregate amount expected to be paid under the MPG Junior Sukuk for the next six (6) months. The computation of the Junior SSCR, which shall commence six (6) months prior to the first profit payment date of the MPG Junior Sukuk (“**the Junior SSCR Start Date**”), is based on the following formula:

$$\text{Junior SSCR} = \frac{\text{[Cumulative Available Cashflow for Junior Sukukholders]}}{\text{[MPG Junior Sukuk Expected Profit and Redemption Amount to be paid for the next six (6) months]}}$$

Cumulative Available Cashflow for Junior Sukukholders = Net cash flow from operating activities + net cash flow from investing activities - payment of the MPG Senior Sukuk Expected Profit and Redemption Amount + opening cash balance

24. Financial Covenants : Financial covenants shall include but are not limited to the following:
- (i) maintain a Senior SSCR of not less than 1.25 : 1 from the Senior SSCR Start Date; and
 - (ii) maintain a Minimum SPA Balance equivalent to the next six (6) months’ MPG Senior Sukuk Expected Profit and Redemption Amount.

25. Information Covenants : MPG shall deliver to the Trustee and Facility Agent the following:
- (i) as soon as they become available and in any event within one hundred and eighty (180) days after the end of each financial year a copy of its financial statements for that period which shall contain a profit and loss account, a balance sheet and a cash flow statement and be audited and certified without qualification by independent accountants permitted under applicable laws together with a certificate in the form and content acceptable to the Trustee signed by two (2) Directors of MPG confirming that such financial statements present a true and fair view of the results of the operations of MPG for the period in question and that to the best of their knowledge and belief there has not been any Event of Default as defined in the Trust Deed;
 - (ii) as soon as they become available (and in any event within ninety (90) days after the end of each half of its financial year) a copy of its half yearly management accounts for that period in the form and content acceptable to the Trustee, on a basis consistently applied in accordance with generally acceptable accounting principles in Malaysia and which has been duly noted and accepted by the Board of Directors of MPG as representing a true and fair view of the results of the operations of MPG for the relevant period;
 - (iii) promptly, all notices or other documents despatched by MPG to its Board of Directors, or the relevant authorities or all notices or other documents despatched by MPG to its creditors generally which may have a Material Adverse Effect;
 - (iv) promptly, such additional financial or other information as the Trustee may

- from time to time reasonably request;
- (v) as soon as they become available (and in any case within seven (7) days after receipt of the same), the periodic construction reports provided by the EPC Contractor;
 - (vi) as soon as practicable, deliver a certified true copy of each Project Document entered into subsequent to the execution of the Transaction Documents; and
 - (vii) on an annual basis, a certificate signed by two (2) Directors of MPG (in the form and content as may be reasonably requested by the Trustee) stating that, to their best knowledge and belief, MPG has complied with its obligations under the Trust Deed and the terms and conditions of the MPG Sukuk and that there does not exist or has not existed, from the date the MPG Sukuk are issued, any Event of Default, and if such is not the case, to specify the same.
26. Positive Covenants : Positive Covenants shall include but are not limited to the following:
- (i) MPG shall fulfil all its obligations under, and shall comply with the terms of the Transaction Documents;
 - (ii) MPG shall preserve and keep in force and effect all consents, licences and rights necessary for the conduct of its business;
 - (iii) MPG shall remain a subsidiary of SECB;
 - (iv) MPG shall provide the Sukukholders, via agreement with the Trustee, all reasonable access by prior appointment to the sites of the power producing facilities;
 - (v) MPG will take such steps as may have been notified by the Trustee following the occurrence of an Event of Default to remedy or mitigate the effect of that Event of Default;
 - (vi) MPG will inform the Trustee of any

-
- change in its Board of Directors;
- (vii) MPG will cause and ensure that all advances by its shareholders / directors / related corporations or any intercompany advances permitted are subordinated to its liabilities under the MPG Sukuk; and
 - (viii) MPG will prepare the accounts in accordance with all relevant laws and accounting principles and practices generally accepted in Malaysia and consistently applied.
27. Negative Covenants : Negative covenants shall include but are not limited to the following:
- (i) MPG shall not cancel, surrender, abandon or otherwise change in a material manner the nature or scope of its existing business;
 - (ii) MPG shall not suspend or threaten to suspend a substantial part of its business in any manner which would have Material Adverse Effect;
 - (iii) MPG will not carry out any business or activity other than those allowed under the Memorandum and Articles of Association and any amendments made thereto;
 - (iv) MPG shall not reduce its authorised and paid-up capital;
 - (v) MPG shall not cancel, surrender, abandon or otherwise amend the Transaction Documents;
 - (vi) MPG shall not cancel, surrender, abandon or otherwise amend the Project Documents;
 - (vii) MPG shall not enter into any transaction which exceeds RM5.0 million, save and except for transactions related to its normal course of business, with any of its Directors, related companies or any other company, person or organisation connected to such parties without the prior written consent of the Trustee, which approval is not to be unreasonably

- withheld;
- (viii) MPG shall not enter into businesses prohibited under Syariah principles;
 - (ix) MPG will not take steps to wind up or dissolve its business;
 - (x) MPG shall not sell, transfer or dispose of its material assets during the tenure of the MPG Sukuk, save and except for transactions related to its normal course of business;
 - (xi) MPG shall not, unless with the prior written consent of the Trustee (such consent not to be unreasonably withheld), borrow or incur any future financial indebtedness after issuance of the MPG Sukuk, save and except for financial indebtedness related to its normal course of business; and
 - (xii) MPG shall not declare or pay Permitted Distributions to Shareholders unless all conditions as set out in Item (2)(z)(20) are met.

Where consent / approval is required from the Trustee, such consent / approval shall not to be unreasonably withheld and such consent / approval shall be responded within twenty (20) business days failing which, the Trustee shall be deemed to have approved such request.

28. Taxation : All payments by MPG 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, and where such withholding or deduction is required by law. In that event, MPG will not pay any additional amounts, and payments in respect of the MPG Sukuk will be made after such withholding or deduction.

29. Adverse Market : From the date of the provision of a formal offer by the Lead Arranger for the MPG Sukuk Programme and until the date which the MPG Sukuk are first issued, the Lead Arranger retains the right to amend, withdraw and / or terminate the offer if there occurs any event or circumstance which, in the opinion of the Lead Arranger may materially and adversely affect any of the international and domestic money, capital or syndicated credit markets, and / or the social, political, financial and economic situation in Malaysia.
30. Clear Market Condition : From the date of acceptance of this offer until thirty (30) days after the issuance of the MPG Sukuk, MPG shall ensure that no other financing facilities or debt instruments or securities issued by MPG or any affiliates are mandated, placed or syndicated directly or on its behalf without the Lead Arranger's prior written consent.
31. Change in Circumstances : If as a result of any change in applicable law, regulation or regulatory requirement or in the interpretation or application thereof or if compliance by the Lead Arranger / Primary Subscriber for the MPG Senior Sukuk with any applicable direction, request or requirement (whether or not having the force of law) will be imposed on the Lead Arranger / Primary Subscriber any material condition, burden or obligation, then the commitment of the Lead Arranger / Primary Subscriber to the MPG Senior Sukuk will end upon notice to MPG of the happening of such events after becoming aware thereof.
32. Legal, Credit Rating and Other Expenses : For the account of MPG, even if the MPG Sukuk are subsequently aborted for any reason whatsoever.
33. Due Diligence : The Lead Arranger will arrange for a due diligence exercise and the Lead Arranger's obligations hereunder are subject to the successful completion and satisfactory outcome of such due diligence exercise.

34. Currency : Ringgit Malaysia.

35. Governing Laws : Laws of Malaysia.