

**PROPOSED ISSUANCE OF ISLAMIC SECURITIES OF UP TO RM540.0 MILLION
IN NOMINAL VALUE UNDER THE SHARIAH PRINCIPLE OF MURABAHAH
("SUKUK MURABAHAH")**

PRINCIPAL TERMS AND CONDITIONS

BACKGROUND INFORMATION			
1.	Issuer		
	(i)	Name	Jati Cakerawala Sdn Bhd (" Jati ").
	(ii)	Address	<p>Registered Address:</p> <p>Level U1, Menara Yayasan Tun Razak, 200 Jalan Bukit Bintang, 55100 Kuala Lumpur.</p> <p>Principal Place of Business:</p> <p>5th Floor, East Wing & Centrelink, Wisma Consplant 2, No. 7 Jalan SS16/1, 47500 Subang Jaya, Selangor.</p>
	(iii)	Business registration no.	769282-K.
	(iv)	Date and place of incorporation	12 April 2007, Malaysia.
	(v)	Date of listing	Not applicable.
	(vi)	Status (resident/non-resident-controlled company)	Resident-controlled company.
	(vii)	Principal activities	Investment holding company owning 80% ordinary shares in Teknologi Tenaga Perlis Consortium Sdn Bhd (" TTPC "), which in turn owns and operates a 650MW gas-fired combined-cycle independent power plant (" Plant " or " Project ") to generate and

			sell electricity to sole offtaker Tenaga Nasional Berhad (“ TNB ”).												
	(viii)	Board of directors	<p>The board of directors of Jati as at 31 October 2012 were as follows:</p> <p>(i) Datuk Johari Bin Abdul Ghani (Chairman);</p> <p>(ii) Dato’ Ruslan Bin Ali Omar; and</p> <p>(iii) Shabaruddin Bin Ibrahim.</p>												
	(ix)	Structure of shareholdings and names of shareholders or, in the case of public company, names of all substantial shareholders	<p>The shareholders and structure of shareholding of the Issuer as at 31 October 2012 are as follows:</p> <table><tr><th>Name of shareholders</th><th>No. of shares held</th><th>%</th></tr><tr><td>Pesaka Ventures Sdn Bhd</td><td>2,100,840</td><td>52.50</td></tr><tr><td>Sentral Bistari Sdn Bhd</td><td>1,900,760</td><td>47.50</td></tr><tr><td>Total</td><td>4,001,600</td><td>100.00</td></tr></table>	Name of shareholders	No. of shares held	%	Pesaka Ventures Sdn Bhd	2,100,840	52.50	Sentral Bistari Sdn Bhd	1,900,760	47.50	Total	4,001,600	100.00
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Total	4,001,600	100.00													
	(x)	Authorised and paid-up capital	<p>The authorised issued and paid-up capital of the Issuer as at 31 October 2012 are as follows:</p> <p>Authorised capital: RM5,000,000 comprising 5,000,000 ordinary shares of RM1.00 each.</p> <p>Issued and paid-up capital: RM4,001,600 comprising 4,001,600 ordinary shares of RM1.00 each.</p>												
2.	Names of parties involved in the proposed transaction (where applicable)														
	(i)	Joint Principal Advisers (“JPAs”)	<p>(i) Affin Investment Bank Berhad (“Affin Investment”);</p> <p>(ii) CIMB Investment Bank Berhad (“CIMB”);</p> <p>(iii) HSBC Amanah Malaysia Berhad (“HSBC”); and</p>												

			(iv) Maybank Investment Bank Berhad (“ Maybank IB ”).
	(ii)	Joint Lead Arrangers (“JLAs”)	Affin Investment, CIMB, HSBC and Maybank IB.
	(iii)	Co-arranger	Not applicable.
	(iv)	Solicitor	Messrs. Christopher Lee & Co.
	(v)	Financial adviser	Messrs. Deloitte & Touche.
	(vi)	Technical adviser	Not applicable.
	(vii)	Trustee	Maybank Trustees Berhad (formerly known as Mayban Trustees Berhad).
	(viii)	Guarantor	Not applicable.
	(ix)	Valuer	Not applicable.
	(x)	Facility agent	Maybank IB.
	(xi)	Primary subscriber (under a bought-deal arrangement) and amount subscribed	The primary subscriber (if any) will be determined prior to issuance.
	(xii)	Underwriter and amount underwritten	Not applicable.
	(xiii)	Joint Shariah Advisers	CIMB Islamic Bank Berhad, HSBC and Maybank Islamic Berhad.

	(xiv)	Central depository	Bank Negara Malaysia (“ BNM ”).
	(xv)	Paying agent	BNM.
	(xvi)	Reporting accountant	Messrs. Ernst and Young.
	(xvii)	Calculation agent	Not applicable.
	(xviii)	Others (please specify)	<p><u>Joint Lead Managers</u> Affin Investment, CIMB, HSBC and Maybank IB.</p> <p><u>Security Agent</u> Maybank IB.</p>
3.	Facility description (including the description of Islamic principle)		<p>Proposed issuance of Islamic securities of up to RM540.0 million in nominal value (“Sukuk Murabahah”).</p> <p>The Sukuk Murabahah shall be issued under the Shariah principle of Murabahah (based on the concept of Tawarruq), which is one of the Shariah principles and concepts approved by the Securities Commission Malaysia (“SC”)’s Shariah Advisory Council (“SAC”).</p> <p><u>Underlying Transaction</u></p> <ol style="list-style-type: none"> 1. The Trustee, on behalf of the investors of the Sukuk Murabahah (“Sukukholders”), and the Issuer shall enter into an agreement (“Agency Agreement”), pursuant to which the Issuer is appointed as the agent of the Sukukholders (in such capacity, the “Purchase Agent”) for the purchase and sale of Shariah-compliant commodities which would exclude ribawi items in the category of medium of exchange such as currency, gold and silver (“Commodities”). The Purchase Agent will then appoint the Facility Agent as a sub-agent (“Sub-Purchase Agent”) for the purchase and sale of the Commodities. 2. Pursuant to an agreement (“Commodity Murabahah Master Agreement”), prior to the date on which the relevant series of

		<p>Sukuk Murabahah is issued, the Issuer (acting as purchaser for itself) will issue a purchase order ("Purchase Order") in relation to the said series to the Purchase Agent and the Sub-Purchase Agent (acting as the sub-agent of the Purchase Agent). In the Purchase Order, the Issuer (acting as purchaser for itself) will request the Purchase Agent and the Sub-Purchase Agent to purchase the Commodities and will irrevocably undertake to purchase the Commodities from the Sukukholders via the Sub-Purchase Agent at the deferred sale price ("Deferred Sale Price").</p> <p>3. Based on the Purchase Order, the Sub-Purchase Agent (pursuant to an agreement ("CTP Purchase Agreement") entered into between the Sub-Purchase Agent and the Commodity Trading Participant ("CTP")), will purchase on a spot basis the Commodities from commodity vendor(s) in the Bursa Suq Al-Sila' commodity market through a CTP at a purchase price ("Purchase Price") which shall be an amount equivalent to the Sukuk Murabahah proceeds for the respective series. The Purchase Price of the Commodities shall be in line with the asset pricing requirement stipulated under the Islamic Securities Guidelines (Sukuk Guidelines) issued by the SC as may be amended from time to time ("Sukuk Guidelines").</p> <p>4. The Issuer (acting as the Issuer) shall then issue the Sukuk Murabahah whereby the proceeds thereof shall be used to pay for the Purchase Price. The Sukuk Murabahah shall evidence, amongst others, the Sukukholders' ownership of the Commodities and subsequently once the Commodities are sold to the Issuer (as the Purchaser for itself), the Sukukholders' entitlement to receive the Deferred Sale Price which shall be the Purchase Price plus the profit margin of the respective series.</p> <p>5. Thereafter, pursuant to a sale and purchase agreement ("Sale and Purchase Agreement"), the Sub-Purchase Agent (acting on behalf of the Purchase Agent as wakeel to the Sukukholders) shall sell the</p>
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		<p>Commodities to the Issuer (acting as Purchaser for itself) based on Murabahah principle at the Deferred Sale Price.</p> <p>6. Upon completion of such purchase, the Issuer (pursuant to an agreement ("CTP Sale Agreement") entered into between the Issuer (acting as Purchaser for itself) and the CTP) shall sell the Commodities to Bursa Malaysia Islamic Services Sdn Bhd (through the CTP) on a spot basis for an amount equal to the Purchase Price. The CTP Sale Agreement will provide for the CTP (on behalf of the Purchaser) to directly sell the Commodities to Bursa Malaysia Islamic Services Sdn Bhd upon notice by the Sub-Purchase Agent that the Sale and Purchase Agreement has been completed and executed.</p> <p>7. During the tenure of the Sukuk Murabahah, the Issuer shall make periodic profit payments ("Periodic Profit Payments") forming part of the Deferred Sale Price to the Sukukholders. On the date of maturity of the Sukuk Murabahah ("Maturity Date") or upon the declaration of an Event of Default (as the case may be), the Issuer shall pay all amounts then outstanding on the Deferred Sale Price as a final settlement of the same (subject to the Rebate (Ibra') as set out below, where applicable) whereupon the redeemed Sukuk Murabahah shall be cancelled.</p> <p>As the Deferred Sale Price is calculated based on the Purchase Price and profit margin up to the Maturity Date, the Sukukholders in subscribing or purchasing the Sukuk Murabahah irrevocably consent to grant such Rebate (Ibra'), if the Sukuk Murabahah is redeemed before the Maturity Date, upon the declaration of an Event of Default.</p> <p>The Rebate (Ibra') shall be the unearned profit due to the Sukukholders from the date of redemption of the Sukuk Murabahah upon the declaration of an Event of Default up to the Maturity Date.</p>
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		<p>The redemption amount payable (“Redemption Amount”) by the Issuer on the declaration of an Event of Default is an amount as determined by the Facility Agent, which shall be calculated in accordance with the formula below:</p> <p>Redemption Amount is the amount equivalent to the Deferred Sale Price determined at the Issue Date less the aggregate of Periodic Profit Payments paid (if any) less the Rebate (Ibra’).</p> <p>“Issue Date” means in relation to any Sukuk Murabahah, the date on which the Sukuk Murabahah are issued.</p> <p>Please refer to <u>Annexure 1</u> for the structure diagram of the proposed issuance of Sukuk Murabahah.</p>																											
4.	Issue/ programme size	The aggregate outstanding nominal value of Sukuk Murabahah to be issued shall not exceed RM540.0 million.																											
5.	Tenure of issue/ sukuk programme (or facility)	<p><u>Tenure of the Sukuk Murabahah</u></p> <p>The Sukuk Murabahah shall be issued in a single issuance and have tenures of between one (1) year and ten and a half (10.5) years from issuance.</p> <p>It is expected that the Sukuk Murabahah will consist of twenty(20) series as per the table below:</p> <table border="1"> <thead> <tr> <th>Series of Sukuk Murabahah</th><th>Tenure (years)</th><th>Nominal Value (RM million)</th></tr> </thead> <tbody> <tr><td>1</td><td>1.0</td><td>5.0</td></tr> <tr><td>2</td><td>1.5</td><td>5.0</td></tr> <tr><td>3</td><td>2.0</td><td>5.0</td></tr> <tr><td>4</td><td>2.5</td><td>15.0</td></tr> <tr><td>5</td><td>3.0</td><td>30.0</td></tr> <tr><td>6</td><td>3.5</td><td>25.0</td></tr> <tr><td>7</td><td>4.0</td><td>25.0</td></tr> <tr><td>8</td><td>4.5</td><td>35.0</td></tr> </tbody> </table>	Series of Sukuk Murabahah	Tenure (years)	Nominal Value (RM million)	1	1.0	5.0	2	1.5	5.0	3	2.0	5.0	4	2.5	15.0	5	3.0	30.0	6	3.5	25.0	7	4.0	25.0	8	4.5	35.0
Series of Sukuk Murabahah	Tenure (years)	Nominal Value (RM million)																											
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Total		540.0																																							
6.	Availability period of sukuk programme (or facility)	Not applicable.																																							
7.	Profit/ coupon/ rental rate	To be determined prior to the issuance of each series of the Sukuk Murabahah.																																							
8.	Profit/ coupon/ rental payment frequency	The Periodic Profit Payments for such Sukuk Murabahah shall be payable on a semi-annual basis or such period to be determined prior to the issuance of each series of the Sukuk Murabahah (" Periodic Payment Date ").																																							
9.	Profit/ coupon/ rental payment basis	The Periodic Profit Payments shall be calculated based on the actual number of days elapsed and 365 days basis (actual/365 days).																																							
10.	Security/ collateral (if any)	<p>(i) an assignment and charge of all of the Issuer's present and future rights, interest, title and benefit under the Designated Accounts (as defined in item 12 below) and the related credit balances ("Assignment and Charge of Designated Accounts");</p> <p>(ii) a debenture creating a first fixed and floating</p>																																							

		<p>charge over all present and future assets and undertakings of the Issuer ("Debenture"); and</p> <p>(iii) a legal charge of the entire 80% of issued and paid-up ordinary shares of RM1.00 each and 80% of the issued and paid-up preference shares of RM1.00 each in TTPC, respectively owned by the Issuer ("Jati Share Charge").</p> <p>The Assignment and Charge of Designated Accounts, Debenture and Jati Share Charge shall collectively be referred to as the "Security Documents".</p>
11.	Details of utilisation of proceeds	<p>Upon receipt of the proceeds, the Issuer shall use the proceeds only for the following Shariah-compliant purposes:</p> <p>(i) to prepay an existing RM600.0 million Syndicated Term Loan facility ("Existing Indebtedness"); and</p> <p>(ii) to the extent that there are remaining proceeds in excess of that required for the foregoing purposes ("Remaining Proceeds") and so long as obligations pursuant to the Minimum Required Balance are satisfied, any whole or part of the Remaining Proceeds may at the Issuer's sole discretion be deposited into the Distributions Account (as defined herein) for distribution to shareholders or the Operating Account. For the avoidance of doubt, the Remaining Proceeds shall only be deposited in the Distributions Account and/or the Operating Account.</p>
12.	Sinking fund and designated accounts (if any)	<p>The Issuer shall open and maintain the following Shariah-compliant designated accounts:</p> <p>(i) Operating Account; and</p> <p>(ii) Finance Service Reserve Account ("FSRA"),</p> <p>(collectively, the "Designated Accounts"). The Operating Account shall be solely operated by the Issuer and the FSRA shall be solely operated by the Security Agent. However, upon enforcement of security, the Security Agent shall be the sole signatory of all the Designated Accounts.</p>

		<p><u>Operating Account</u></p> <p>The Operating Account shall be used for the purpose of depositing the following monies:</p> <ul style="list-style-type: none"> (i) at the Issuer's sole discretion, any part of the Remaining Proceeds; (ii) cash received from TTPC in the form of dividend, redemption of preference shares or any form of shareholder distribution; (iii) proceeds from Permitted Investments and transfers from the FSRA; and (iv) any other cash inflows. <p>The monies standing to the credit of the Operating Account shall be utilised by the Issuer to pay the following in the following "Priority of Cashflow":</p> <ul style="list-style-type: none"> (i) fixed and variable operating expenses, taxes, salaries, general office overheads and administrative expenses; (ii) payment for the Periodic Profit Payments on each relevant Periodic Payment Date; (iii) payment for the redemption of the Sukuk Murabahah on each relevant Maturity Date or upon the declaration of an Event of Default; (iv) payment of the Minimum Required Balance (as defined below) or such amount necessary to fulfil the Minimum Required Balance (as defined below) requirement, as the case may be, by transfer to the FSRA; and (v) dividends and any other payments/distributions to shareholders (by transfer into the Distributions Account), provided that the terms stipulated at item 21(iii)(x) are complied with. <p><u>FSRA</u></p> <p>The FSRA shall be used for the purpose of depositing cash equivalent to the Minimum Required Balance (as defined below).</p> <p>The "Minimum Required Balance" in relation to the FSRA shall be equivalent to the aggregate of the next six (6) months finance service (consisting of principal and periodic profit payments) due under the Sukuk Murabahah. The Issuer shall be obliged to deposit additional funds into the FSRA from time</p>
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		<p>to time, to adjust the Minimum Required Balance no later than six (6) months prior to the principal and/or periodic profit payment to fall due (if necessary).</p> <p>Monies in the FSRA may be withdrawn by the Security Agent to the extent that the funds, in accordance with the Priority of Cashflow are insufficient to meet the Issuer's payment obligations under the Sukuk Murabahah. The Issuer shall, within forty five (45) days of such withdrawal, deposit an amount sufficient to restore the balance standing to the credit of the FSRA, to the Minimum Required Balance.</p> <p>Any amount in excess of the Minimum Required Balance shall be paid into the Operating Account. Any monies standing to the credit of the FSRA may be utilised for dividends and other payments or distributions to the Issuer's shareholders, once all payment obligations under the Sukuk Murabahah have been extinguished.</p>
13.	Rating	
	<ul style="list-style-type: none"> • Credit rating(s) assigned 	The Sukuk Murabahah have been assigned a final rating of AA ₃ .
	<ul style="list-style-type: none"> • Name of rating agency 	RAM Rating Services Berhad, its successors and assigns (" RAM Ratings ").
14.	Mode of issue	<p>The Sukuk Murabahah may be issued via bought deal, private placement on a best effort basis or through bookbuilding on a best effort basis.</p> <p>The Sukuk Murabahah shall be issued in a single issuance in bearer form and constituted by a trust deed to be executed between the Issuer and the Trustee (acting for the Sukukholders), and in accordance with the "Operational Procedures for Securities Services" issued by Malaysian Electronic Clearing Corporation Sdn Bhd ("MyClear") ("MyClear Procedures").</p>
15.	Selling restrictions, including tradability (i.e. tradable or non-tradable)	The Sukuk Murabahah are tradable subject to the following restrictions:

		<p><u>Selling Restrictions at Issuance</u> The Sukuk Murabahah shall not be offered, sold, transferred or otherwise disposed of directly or indirectly other than to persons falling within any of the categories of persons or in the circumstances as specified under Schedule 6 or Section 229(1)(b), and Schedule 7 or Section 230(1)(b), read together with Schedule 9 or Section 257(3) of the Capital Markets and Services Act 2007, as amended from time to time (“CMSA”) and Section 4(6) of the Companies Act 1965, as amended from time to time (“Companies Act”).</p> <p><u>Selling Restrictions after Issuance</u> The Sukuk Murabahah shall not be offered, sold, transferred or otherwise disposed of directly or indirectly other than to persons falling within any of the categories of persons or in the circumstances as specified under Schedule 6 or Section 229(1)(b), read together with Schedule 9 or Section 257(3), of the CMSA and Section 4(6) of the Companies Act.</p>
16.	Listing status and types of listing	The Sukuk Murabahah will not be listed on Bursa Malaysia Securities Berhad or any other stock exchange.
17.	Other regulatory approvals required in relation to the issue, offer or invitation and whether or not obtained (please specify)	Not applicable.
18.	Conditions precedent	<p>Conditions precedent and conditions subsequent standard for transactions of this nature including but not limited to the following:</p> <p>Conditions Precedent:</p> <p>A. <u>Main Documentation</u></p> <p>(i) The Transaction Documents and such other documents as may be advised by the solicitors (and agreed upon by the Issuer) have been executed and, where applicable, stamped and presented for registration (save for the Security Documents and the Transaction Documents in respect of each series of the Sukuk Murabahah and the relevant forms for the purchase and sale of</p>

		<p>the Commodities); and</p> <p>(ii) Execution of the Security Documents to be held in escrow.</p> <p>B. <u>Issuer</u></p> <p>Receipt from the Issuer of:</p> <p>(i) certified true copies of its Certificate of Incorporation, and the Memorandum and Articles of Association of the Issuer;</p> <p>(ii) certified true copies of the latest Forms 24, 44 and 49 of the Issuer;</p> <p>(iii) certified true copies of the board resolutions of the Issuer authorising, among others, the execution of the Transaction Documents to which it is a party and other documents as advised by the legal counsel and which are acceptable to the Issuer;</p> <p>(iv) a list of the Issuer's authorised signatories and their respective specimen signatures;</p> <p>(v) a report of the relevant company search of the Issuer; and</p> <p>(vi) a report of the relevant winding up search of the Issuer with the Department of Insolvency confirming that the Issuer has not been wound up, or the relevant statutory declaration of the Issuer to the same effect.</p> <p>C. <u>General</u></p> <p>(i) All the required consents, approvals, authorisations having been obtained, including but not limited to the following:</p> <p>(a) the approval of the SC in respect of the issuance of Sukuk Murabahah;</p> <p>(b) the approval of TNB allowing the Issuer to create security over its shares in TTPC in favour of the Security Agent, as required by the provisions of the Shareholders' Agreement (as defined below);</p>
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		<p>Existing Indebtedness of an irrevocable undertaking to the Trustee and the Security Agent to <i>inter alia</i>, execute all necessary termination agreements, deeds of receipt and reassignment, revocation of powers of attorney and prescribed statutory discharge forms to discharge the security created in favour of the security agent under the Existing Indebtedness;</p> <p>(vii) Certification from the Issuer that no Event of Default has occurred and is continuing or may occur at the date of such certification;</p> <p>(viii) Documentary evidence of the Existing Indebtedness and a statement from the facility agent of the Existing Indebtedness confirming the redemption sum;</p> <p>(ix) Evidence reasonably satisfactory to the Facility Agent that all transaction fees, costs and expenses have been or will be paid in full;</p> <p>(x) Evidence reasonably satisfactory to the Facility Agent of confirmation from the Joint Shariah Advisers that the structure and mechanism of the Sukuk Murabahah and each of the Transaction Documents are in compliance with Shariah requirements;</p> <p>(xi) The JLAs have received a satisfactory legal opinion from the solicitors addressed to them and the Trustee, advising with respect to the legality, validity and enforceability of the Transaction Documents and all other legal documentation and a confirmation addressed to the JLAs that all the conditions precedent have been fulfilled; and</p> <p>(xii) Such other conditions precedent as may be advised by the solicitors and to be mutually agreed between the JLAs and the Issuer.</p> <p>D. Conditions Subsequent:</p> <p>The Issuer shall, no later than sixty (60) days from the Issue Date, execute, deliver and/or complete the following documents and/or perform the following obligations:</p>
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		<p>(a) Execute all necessary termination agreements, deeds of receipt and reassignment, revocation of powers of attorney, prescribed statutory discharge forms and other required documents to discharge the security created in favour of the security agent under the Existing Indebtedness;</p> <p>(b) Subject to the relevant documents under paragraph (a) being executed, completed and lodged (if necessary) with the relevant authorities, with respect to the Security Documents:</p> <p>(i) procure that the Security Documents are dated, submitted for stamping and its respective power of attorney clauses therein, registered with the High Court of Malaya;</p> <p>(ii) lodge the relevant Forms 34 relating thereto with the Companies Commission of Malaysia for registration of the security created under the Security Documents and that immediately prior to the lodgement of such Forms 34, a search conducted on such company in respect of which the Form 34 is filed, revealed that there are no other charges that have been registered by it with the Companies Commission of Malaysia; and</p> <p>(iii) serve all relevant notices of assignment in respect of the applicable Security Documents (as set out in item 10 above) and deliver to the Security Agent acknowledgments issued by the recipients of the notices of assignment, in relation to the security created by the Issuer under the Security Documents.</p>
19.	Representations and warranties	<p>(i) The Issuer represents and warrants with respect to itself and to TTPC that each of the Issuer and TTPC is a company with limited liability duly incorporated and validly existing under the laws of Malaysia and it has the full</p>

		<p>power and authority to enter into the business in which it is engaged, i.e. as an investment holding company (in the case of the Issuer)/ as an independent power producer (in the case of TTPC) and to own its respective properties and assets and has legal and beneficial ownership of all its respective properties and assets;</p> <p>(ii) its respective Memorandum and Articles of Association incorporate provisions which authorise, and all necessary corporate and other relevant actions have been taken to authorise, and all relevant consents and approvals of any administrative, governmental or other authority or body in Malaysia have been duly obtained and are in full force and effect which are required to authorise: (1) it to execute and deliver and perform the transactions contemplated in the Transaction Documents (to which it is a party) in accordance with their terms; (2) TTPC to execute and deliver and perform the transactions contemplated in the Project Agreements (to which it is a party) in accordance with their terms;</p> <p>(iii) all necessary actions, authorisations, licences, permits and consents required in respect of: (1) the Transaction Documents (to which the Issuer is a party); (2) the Project Agreements (to which TTPC is a party), have been taken, fulfilled and obtained (as the case may be) and remain in full force and effect;</p> <p>(iv) neither the execution and delivery nor the performance of: (1) any of the transactions contemplated by any of the Transaction Documents (to which the Issuer is a party); (2) any of the Project Agreement (to which TTPC is a party), did or does as at the date of this representation and warranty is made or repeated (a) contravene or constitute a default under any provision contained in any agreement, instrument, law, ordinance, decree, judgment, order, rule, regulation, licence, permit or consent by which itself or any of its respective assets is bound or which is applicable to it or any of its respective assets, (b) cause any limitation on itself or the powers of its respective</p>
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		<p>directors, whether imposed by or contained in its respective Memorandum and Articles of Association or in any agreement, instrument, law, ordinance, decree, order, rule, regulation, judgment or otherwise, to be exceeded, or (c) in the case of the Issuer, save for the Jati Existing Security and Jati Murabahah Security, cause the creation or imposition of any security interest or restriction of any nature on any of its assets, and in the case of TTPC, save for the TTPC Istisna Security and TTPC Murabahah Security, cause the creation or imposition of any security interest or restriction of any nature on any of its assets;</p> <p>For the purposes of these Principal Terms and Conditions:</p> <p>“Al-Istisna Islamic Securities” refers to the Islamic securities issued by TTPC under the Islamic principle of Al-Istisna with nominal value of RM1,515,000,000.00;</p> <p>“Jati Existing Security” refers to those security created pursuant to the Existing Indebtedness (as defined above);</p> <p>“Jati Murabahah Security” refers to those security created or to be created pursuant to the Sukuk Murabahah (details of which are more particularly set out in item 10 above);</p> <p>“TTPC Istisna Security” refers to those security created pursuant to the Al-Istisna Islamic Securities;</p> <p>“TTPC Murabahah Security” refers to those security created or to be created pursuant to the TTPC Sukuk Murabahah; and</p> <p>“TTPC Sukuk Murabahah” shall mean the proposed issuance of Islamic securities of up to RM835.0 million in nominal value under the Shariah principle of Murabahah (based on the concept of Tawarruq) by TTPC.</p> <p>(v) its respective entry into, exercise of its rights under and performance of the: (1) Transaction Documents (to which the Issuer is a party); (2) Project Agreement (to which TTPC is a party), do not and will not violate</p>
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		<p>any existing law or documents/agreements to which it is a party or its respective Memorandum and Articles of Association;</p> <p>(vi) each of the Transaction Documents (to which it is a party) is or will, when executed and/or issued (as the case may be), be in full force and effect and constitute (or will constitute, when executed and/or issued (as the case may be)) its legal, valid, binding and enforceable obligations;</p> <p>(vii) no Event of Default or event or circumstance which, with the passing of time, the giving of notice, the making of a determination or any combination thereof constituting an Event of Default has occurred and is continuing;</p> <p>(viii) no default or event or circumstance which, with the passing of time, the giving of notice, the making of a determination or any combination thereof constituting an event of default under the Project Agreements has occurred and is continuing nor has any force majeure event as defined within the terms of each Project Agreement, occurred and is continuing;</p> <p>(ix) there has been no material adverse change in the Issuer's and TTPC's financial condition since the date of its respective last audited financial statements;</p> <p>(x) each of the Issuer and TTPC is in compliance and will comply with all applicable laws, guidelines, permits and regulations, where non-compliance would have a Material Adverse Effect;</p> <p>(xi) the Sukuk Murabahah constitute direct, unconditional and secured obligations of the Issuer and at all times rank: (a) pari passu, without discrimination, preference, priority amongst themselves; (b) at least pari passu with all other present and future unsecured and unsubordinated obligations of the Issuer, subject to those preferred by law;</p> <p>(xii) save for: (i) in the case of the Issuer, the Jati Existing Security and Jati Murabahah Security; (ii) in the case of TTPC, the TTPC Istisna Security and the TTPC Murabahah</p>
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		<p>Security, there is no encumbrance on its respective assets;</p> <p>(xiii) its respective audited financial statements are prepared in accordance with approved accounting standards in Malaysia which have been consistently applied and (in conjunction with the notes to such statements) present a true and fair view of its respective financial position for the financial year ended on such date and the state of affairs at that date;</p> <p>(xiv) no litigation, arbitration, administrative proceeding, investigation or claim which might by itself or together with any other such proceedings or claims, is presently in progress or pending or, to the best of its respective knowledge, information and belief threatened against itself or any of its respective assets which either (i) may have a Material Adverse Effect or (ii) would or might materially and adversely affect the legality, validity or enforceability of the Transaction Documents (to which the Issuer is a party) and/or the Project Agreements (to which TTPC is a party) save as disclosed in the Information Memorandum (as defined below);</p> <p>(xv) each of the Issuer and TTPC has delivered all necessary returns (if any) to the relevant taxation authorities and save for the amounts contested in good faith and for which adequate reserves are established, it is not in default in the payment of any taxes, and no claim is being asserted with respect to taxes which is not disclosed in the financial statements;</p> <p>(xvi) no step has been taken by it or any of its respective shareholders or to the best of its respective knowledge, its respective creditors or any other person on its behalf nor have any legal proceedings or applications been started or threatened under Section 176 of the Companies Act;</p> <p>(xvii) all information furnished by: (1) the Issuer in connection with the Sukuk Murabahah and the transactions contemplated under the Transaction Documents (to which it is a</p>
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		<p>party); (2) TTPC in connection with the Project Agreements (to which it is a party), and its respective assets, business and affairs is true and not misleading and does not contain any material omission, and all expressions of expectation, intention, belief and opinion contained therein were honestly made on reasonable grounds after reasonable inquiry;</p> <p>(xviii) (i) the execution of each of the Transaction Document (to which the Issuer is a party) and/or Project Agreements (to which TTPC is a party) constitutes, and the exercise by it of its respective rights and performance of its obligations under each of the Transaction Document (to which the Issuer is a party) and/or Project Agreements (to which TTPC is a party) will constitute, private and commercial acts performed for private and commercial purposes; (ii) each of the Issuer and TTPC will not be entitled to claim immunity from suit, execution attachment or other legal process in any proceedings taken in Malaysia in relation to any Transaction Document (to which the Issuer is a party) and/or the Project Agreements (to which TTPC is a party); and (iii) its respective agreement not to claim any immunity to which it or its respective assets may be entitled is legal valid and binding under the laws of Malaysia;</p> <p>(xix) no extraordinary circumstances or change of law or other governmental action has occurred which shall make it improbable for the Issuer and TTPC, respectively to observe and perform its respective covenants and obligations on its part to be observed and performed under the Transaction Documents (to which the Issuer is a party) and/or the Project Agreements (to which TTPC is a party);</p> <p>(xx) there is no material dispute in connection with any Project Agreement or the Generation Licence (as defined below);</p> <p>For the purposes of these Principal Terms and Conditions, “Generation Licence” shall mean the electricity generation licence in the name of TTPC authorising the generation</p>
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		<p>and supply of electricity by TTPC issued pursuant to section 9 of the Electricity Supply Act 1990 by the Director General on 26 August 1998.</p> <p>(xxi) each copy of the Project Agreements and the Generation Licence delivered to the Facility Agent is true and complete;</p> <p>(xxii) save for the Project Agreements and the Generation Licence delivered to the Facility Agent, there is no other material agreement or document in connection with the Project, or arrangements which amend, supplement or change the effect of any Project Agreement;</p> <p>(xxiii) there is no environmental claim outstanding, pending or likely to occur in respect of, or in connection with the Plant, which would have a Material Adverse Effect on the implementation or operation of the Plant in accordance with all applicable laws, guidelines, permits and regulations;</p> <p>(xxiv) all Takaful/ insurances required under the Project Agreements and the Generation Licence have been effected and are valid and binding and all Takaful contributions/ premiums due have been paid and, so far as the Issuer and TTPC are aware, nothing has been done or omitted to be done which has made or could make any such policy void or voidable;</p> <p>(xxv) each of the Project Agreements, the Generation Licence and all other agreements or documents relating to the Plant are valid and subsisting and have not been terminated by any of the parties thereto; and</p> <p>(xxvi) such other representations and warranties as may be advised by the solicitors and agreed by the Issuer.</p> <p>Each of the above representations and warranties except for sub-paragraph (xii) (in relation to the part regarding “Jati Existing Security” and “TTPC Istisna Security”) will be correct and complied with in all material respects on the date of each Periodic Payment Date as if repeated by reference to the then existing circumstances. For the avoidance of doubt, in</p>
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		<p>the event of the occurrence of an Event of Default under item 20 which is continuing, the representation at item 19(vii) shall not be deemed repeated at the relevant time.</p> <p>For the purposes of these Principal Terms and Conditions, “Material Adverse Effect” means, in relation to any event, the occurrence of which materially and adversely affects, or would materially and adversely affect, the ability of: (1) the Issuer to comply with or perform the terms and conditions of the Sukuk Murabahah or any of its obligations under any of the Transaction Documents (to which it is a party); or (2) TTPC to comply with or perform the terms and conditions of the TTPC Sukuk Murabahah or any of its obligations under any of the Project Agreements (to which it is a party) or the Generation Licence (to which it is a party), or (3) materially and adversely changes or would materially and adversely change the business, assets or condition (financial or otherwise) or operating results of the Issuer and/or TTPC.</p>
20.	Events of default	<p>Events of Default shall include but not be limited to the following:</p> <ul style="list-style-type: none"> (i) <u>Non-payment:</u> the Issuer fails to pay any amount due under any of the Transaction Documents (to which it is a party) on the due date or, if so payable, on demand; (ii) <u>Breach of obligations:</u> (a) the Issuer fails to observe or perform its obligations or terms and conditions under any of the Transaction Documents to which it is a party (other than (i) above) or the Sukuk Murabahah and, if such breach in the reasonable opinion of the Trustee is capable of being remedied, the Issuer does not remedy the breach within a period of thirty (30) days after the Issuer became aware or having been notified by the Trustee of the breach, whichever is the earlier; and (b) the Issuer breaches any undertaking or arrangement entered into in which it is a party (other than (i) above) which may have a Material Adverse Effect and, if such breach in the reasonable opinion of the Trustee is capable of being remedied, the Issuer does not remedy the breach within a period of thirty (30) days after the Issuer

		<p>became aware or having been notified by the Trustee of the breach, whichever is the earlier;</p> <p>(iii) <u>Breach of other obligations:</u> there has been a breach by the Issuer of any obligation under any of its existing contractual obligations which may have a Material Adverse Effect and, if such breach in the reasonable opinion of the Trustee is capable of being remedied, the Issuer does not remedy the breach within a period of thirty (30) days after it became aware or having been notified by the Trustee of the breach, whichever is the earlier;</p> <p>(iv) <u>Misrepresentation:</u> any representation, warranty or statement which is made or given by the Issuer under the Transaction Documents (to which it is a party) or which is contained in any specific certificate, document or statement furnished at any time pursuant to the terms of the Sukuk Murabahah and/or any of the Transaction Documents (to which it is a party) proves to be incorrect or misleading in any material respect on or as of the date made or given or deemed made or given, which will in the reasonable opinion of the Trustee have a Material Adverse Effect;</p> <p>(v) <u>Invalidity:</u> any provision of the Transaction Documents (to which it is a party) is or becomes, for any reason, invalid, illegal, void or unenforceable which would prevent the Issuer from performing any of its obligations thereunder;</p> <p>(vi) <u>Cessation/change of business:</u> the Issuer changes or threatens to change the nature or scope of a substantial part of its business, or suspends or threatens to suspend, or cease or threatens to cease the operation of a substantial part of its business which it now conducts and such change or suspension or cessation in the opinion of the Trustee will have a Material Adverse Effect;</p> <p>(vii) <u>Appointment of receiver, legal process:</u> an encumbrancer takes possession of, or a trustee, liquidator, receiver and/or manager or similar officer is appointed in respect of,</p>
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		<p>the whole or a substantial part of the business, assets or undertaking of the Issuer or any distress, legal process, sequestration or any form of execution is levied or enforced or sued out against the Issuer and is not withdrawn or discharged within thirty (30) days after being levied, enforced or sued out, or any security interest which may for the time being affect the Issuer's assets becomes enforceable.</p> <p>For the purpose of this paragraph (vii), references to "substantial" shall mean such value equivalent to or more than 10% of the Issuer's net tangible assets as reflected in its latest annual audited financial statements;</p> <p>(viii) <u>Insolvency:</u> (i) the Issuer is deemed unable to pay its debts within the meaning of Section 218(2) of the Companies Act or; (ii) the Issuer becomes unable to pay any of its debts which exceeds RM5.0 million as they fall due or suspends or threatens to suspend making payments with respect to all or any class of its debts which exceeds RM5.0 million.</p> <p>For the avoidance of doubt, the threshold at part (ii) does not apply to this Sukuk Murabahah;</p> <p>(ix) <u>Creditor control:</u> any creditor of the Issuer exercises a contractual right to take over the financial management of the Issuer and such event in the opinion of the Trustee may have a Material Adverse Effect;</p> <p>(x) <u>Composition:</u> the Issuer convenes a meeting of its creditors or proposes or makes any arrangement including any scheme of arrangement or composition or begins negotiation with its creditors or takes any proceedings or other steps, with a view to a rescheduling or deferral of all or any part of its indebtedness or a moratorium is agreed or declared by a court of competent jurisdiction in respect of or affecting all or any part of its indebtedness or any assignment for the benefit of its creditors (other than for the purposes of and followed by a reconstruction previously approved in</p>
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		<p>writing by the Trustee, unless during or following such reconstruction the Issuer becomes or is declared to be insolvent);</p> <p>(xi) <u>Winding-up:</u> any step is taken for the winding-up, dissolution or liquidation of the Issuer or a resolution being passed for the winding-up of the Issuer or an order of court is made that the Issuer be wound up or similar proceedings which are reasonably determined by the Trustee to be analogous in effect being instituted (other than for the purposes of an intra Group reorganisation on a solvent basis or an amalgamation, merger or reconstruction the terms whereof have previously been approved by the Trustee unless during or following such reconstruction, the Issuer becomes or is declared to be insolvent) or a bona fide petition (which for the avoidance of doubt, excludes frivolous or vexatious petitions) is presented for the winding-up or dissolution of the Issuer by an order of a court of competent jurisdiction unless such petition is stayed, withdrawn or dismissed within thirty (30) days (or such extended period as the Trustee may consent, such consent not to be unreasonably withheld) of its presentation. For the purpose of this sub-clause, “Group” means the Issuer, its subsidiaries, jointly controlled entities and associated companies collectively;</p> <p>(xii) <u>Cross default:</u> any indebtedness for borrowed moneys (including amounts arising from Islamic financing) of the Issuer (other than the indebtedness under this Sukuk Murabahah) which exceeds RM5.0 million becomes due or payable or capable of being declared due or payable prior to its stated maturity or any guarantee or similar obligations of the Issuer is not discharged at maturity or when called and such declaration of indebtedness being due or payable or such call on the guarantee or similar obligations is not discharged or disputed in good faith by the Issuer in a court of competent jurisdiction within thirty (30) days from the date of such declaration or call, or the Issuer goes into default under, or commits a breach of, any agreement or instrument relating to any such</p>
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		<p>indebtedness, guarantee or other obligations, or any security created to secure such indebtedness becomes enforceable;</p> <p>(xiii) <u>Default under TTPC Sukuk Murabahah Financing Documents:</u> an Event of Default occurs under the TTPC Sukuk Murabahah Financing Documents (as defined below);</p> <p>For the purpose of these Principal Terms and Conditions, “TTPC Sukuk Murabahah Financing Documents” shall mean such financing documents entered into pursuant to the TTPC Sukuk Murabahah (as defined above);</p> <p>(xiv) <u>Assets:</u> any of the property or assets, undertakings, rights or revenue of the Issuer or any of its subsidiaries shall be condemned, seized or otherwise appropriated, nationalised or compulsorily acquired by any person acting under the authority of the governmental body, which will in the reasonable opinion of the Trustee have a Material Adverse Effect;</p> <p>(xv) <u>Repudiation:</u> the Issuer repudiates any of the Transaction Documents (to which it is a party) or the Issuer does or causes to be done any act or thing evidencing an intention to repudiate any of the Transaction Documents (to which it is a party);</p> <p>(xvi) <u>Judgment passed:</u> the Issuer fails to satisfy any judgment at any time passed against it or any of its subsidiaries by any court of competent jurisdiction and no appeal against such judgment or no application for a stay of execution has been made to any appropriate appellate court within the time prescribed by law or such appeal or application for a stay of execution has been dismissed;</p> <p>(xvii) <u>Approvals:</u> any consent, authorization, licence, approval or registration with or declaration to governmental or public bodies or authorities or courts (where applicable) required by the Issuer in connection with the execution, issue, delivery, validity, legality, enforceability or admissibility in evidence of</p>
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		<p>any of the Transaction Documents (to which it is a party) or the performance by the Issuer of its obligations under any of the Transaction Documents (to which it is a party) or to carry out its business, as the case may be, is withheld, modified (provided that such modification would or might have a Material Adverse Effect) or is not approved or is revoked or expired or is not renewed or otherwise ceases to be in full force and effect and such withholding, modification, non-approval, revocation, expiration, or non-renewal continues for thirty (30) days or more from the date the Issuer is being notified in writing of such failure, unless in respect of the foregoing such withholding, modification, non-approval, revocation, expiration, or non-renewal will not have a Material Adverse Effect;</p> <p>(xviii) <u>Change in financial position:</u> any change in the financial position of the Issuer which would or might have a Material Adverse Effect;</p> <p>(xix) <u>Failure to fulfil Conditions Subsequent:</u> failure to fulfil any Condition Subsequent under item 18.D. within sixty (60) days of Issue Date;</p> <p>(xx) <u>Failure to register security:</u> in respect of the Security Documents, any of the security created thereunder is not duly registered under Section 108 of the Companies Act within sixty (60) days of lodgement of the relevant prescribed statutory forms with the Companies Commission of Malaysia;</p> <p>(xxi) <u>Material Adverse Events:</u> any event or events has or have occurred or a situation exists which in the reasonable opinion of the Trustee may have a Material Adverse Effect; on the Issuer and if such breach in the reasonable opinion of the Trustee is capable of being remedied, the Issuer does not remedy the breach within a period of thirty (30) days after the Issuer became aware or having been notified by the Trustee of the breach, whichever is the earlier;</p> <p>(xxii) <u>FSRA:</u> the Issuer fails to fund the FSRA up</p>
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		<p>to the Minimum Required Balance in accordance with the Transaction Documents;</p> <p>(xxiii) Disposal of shares in TTPC: the Issuer sells, transfers, disposes of or agrees or enters into any arrangement to sell, transfer or dispose of its legal and/or beneficial interest in its shares in TTPC resulting in the Issuer holding less than 80% of the issued and paid-up share capital of TTPC; and</p> <p>(xxiv) Such other events as may be advised by the solicitors and to be mutually agreed between the JLAs and the Issuer.</p> <p>Upon the occurrence of an Event of Default, the Trustee shall give notice of the occurrence of such Event of Default to the Sukukholders and if directed by a Special Resolution, the Trustee shall, subject to its being indemnified, or if the Trustee so decides in its discretion, may, give notice to the Sukukholders that the Issuer shall pay all amounts then outstanding on the Deferred Sale Price as a final settlement of the same (subject to the Rebate (Ibra')) whereupon, the Trustee (acting on behalf of the Sukukholders) shall be entitled to enforce all its rights provided under the Transaction Documents, the Sukuk Murabahah shall be cancelled and the trust shall be dissolved.</p>
21.	Covenants	
(i)	Financial covenants	<p>For so long as the Sukuk Murabahah remain outstanding, the Issuer shall maintain:</p> <p>(i) with effect from financial year ending September 2017, a Debt to Equity Ratio of equal to or less than 85:15 at all times;</p> <p>Debt is defined as the aggregate of the amount outstanding arising from all borrowings/financings obtained including the aggregate of all monies whether principal and financing charges payable under the Sukuk Murabahah (other than inter-company unsecured and subordinated borrowings/financings or advances) and all actual or contingent liabilities of the Issuer (excluding trade lines);</p>

		<p>Equity is defined as paid-up capital, share premium, preferred shares, shareholders' advances that are subordinated to the Sukuk Murabahah in principal and interest/profit payments, loan/financing stocks that are subordinated to the Sukuk Murabahah in principal and interest/profit payments and retained earnings;</p> <p>(ii) a minimum Annual Finance Service Cover Ratio ("Annual FSCR") of 1.25 times;</p> <p>The Annual FSCR shall be calculated on an annual basis based on the Issuer's and TTPC's latest audited financial statements and the calculations shall be duly confirmed by Issuer's external auditors;</p> <p>Annual FSCR is defined as:</p> $\frac{A + B + C + D}{E + F + G}$ <p>Where:</p> <p>A = 100% of Jati's available cash flow (net of dividends received from TTPC) for the Relevant Annual Period;</p> <p>B = 80% of TTPC's available cash flow for the Relevant Annual Period;</p> <p>C = 100% of the actual opening cash balances in Jati's Designated Accounts and including Permitted Investments at the beginning of the Relevant Annual Period;</p> <p>D = 80% of the actual opening cash balances in TTPC's Designated Accounts and including Permitted Investments at the beginning of the Relevant Annual Period;</p> <p>E = 100% of Jati's total principal and profit payments paid in the Relevant Annual Period in the audited financial statements;</p>
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(ii)	Positive Covenants	<p>The Issuer covenants that for so long as the Sukuk Murabahah remain outstanding:</p> <p>(i) the Issuer shall, and shall procure TTPC to, maintain in full force and effect all relevant authorisations, consents, rights, licences, approvals and permits (governmental and otherwise) and will promptly obtain and/or renew any further authorisations, consents, rights, licences, approvals and permits (governmental and otherwise) which is or may become necessary to enable each of the Issuer and TTPC to own its respective assets, carry on its respective business and to enter into or perform its respective obligations under the Transaction Documents (to which the Issuer is a party) and/or the Project Agreements (to which TTPC is a party) and/or the Generation Licence or to ensure the validity, enforceability, admissibility in evidence of the obligations of the Issuer or the priority or rights of the financiers under the Transaction Documents (to which the Issuer is a party) and/or the Project Agreements (to which TTPC is a party) and/or the Generation Licence;</p> <p>(ii) the Issuer shall at all times upon request by the Trustee or the Facility Agent execute or</p>

		<p>cause to be executed all such further documents and do all such further acts, as are reasonably necessary to give further effect to the terms and conditions of the Transaction Documents(to which the Issuer is a party);</p> <p>(iii) the Issuer will ensure that all sums due or to become due to or from it under any of the Transaction Document (to which the Issuer is a party) are duly paid in accordance with all proper demands thereof and in connection with such payments it shall, upon receipt of a written request from the Trustee, deliver to the Trustee certified true copies of all receipts or other documents as evidence of such payments;</p> <p>(iv) the Issuer shall: (1) promptly perform and carry out all its obligations under all Transaction Documents (to which it is a party) (including but not limited to redeeming the Sukuk Murabahah on the Maturity Date or any other date on which the Sukuk Murabahah are due and payable) and procure that TTPC shall promptly perform and carry out all its obligations under all the Project Agreements (to which TTPC is a party) and the Generation Licence; and (2) ensure that it shall, and procure that TTPC shall, immediately notify the Trustee in the event that the Issuer and/or TTPC are unable to fulfil or comply with any of the provisions of the Transaction Documents (to which the Issuer is a party) and/or the Project Agreements (to which TTPC is a party) and/or the Generation Licence;</p> <p>(v) (1) the Issuer shall exercise reasonable diligence in carrying out its business and affairs in a proper and efficient manner and in accordance with its Memorandum and Articles of Association and shall ensure, among others, that all necessary approvals or relevant licences are obtained; and (2) shall procure that TTPC carries out its business and affairs in accordance with sound financial and commercial standards and the practices of the power industry and in accordance with its Memorandum and Articles of Association and that among others, all necessary approvals or relevant</p>
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		<p>licences are obtained;</p> <p>(vi) the Issuer shall, and shall procure that TTPC, duly perform and observe all its respective covenants, terms and conditions, provisions and obligations contained in the Transaction Documents(to which the Issuer is a party) and the Project Agreements (to which TTPC is a party) and the Generation Licence;</p> <p>(vii) the Issuer shall procure that the Plant is operated and maintained in accordance with the Project Agreements and the Generation Licence, good industry practice and all applicable laws;</p> <p>(viii) the Issuer shall, ensure any financings/loans or advances obtained by it from its shareholders are made on arm's length commercial terms and will cause and ensure that all and any advances by its shareholders received by the Issuer and permitted hereunder are to be subordinated to its liabilities to the Sukukholders and no repayment and/or prepayment of such advances shall be made so long as any amount outstanding under the Sukuk Murabahah remains owing or any obligation of the Issuer remains outstanding (save for Permitted Distributions);</p> <p>(ix) the Issuer shall, and shall procure that TTPC , immediately notify the Trustee or the Facility Agent as may be approved in writing in the event that the Issuer and/or TTPC is unable to fulfil or comply with any of the provisions of the Transaction Documents(to which the Issuer is a party) and the Project Agreements (to which TTPC is a party) and the terms and conditions of the Generation Licence;</p> <p>(x) the Issuer shall immediately inform the Trustee, and the SC (as applicable pursuant to Section 267 of the CMSA), in the event the Issuer becomes aware of any of the following matters:</p> <p>(i) any Event of Default or any event whereby any amount secured under the Sukuk Murabahah becomes</p>
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		<p>immediately repayable or any other right or remedy under the terms, provisions and covenants of any of the Transaction Documents (to which the Issuer is a party) having become immediately enforceable;</p> <p>(ii) any substantial change in the nature of the business of the Issuer;</p> <p>(iii) any change in its withholding tax position;</p> <p>(iv) any change in the utilisation of proceeds;</p> <p>(v) any event having a Material Adverse Effect on the Issuer; or</p> <p>(vi) any other matter which may materially prejudice the interest of the Sukukholders,</p> <p>and provide the Trustee with full details of any steps which it is taking, or is considering taking, in order to remedy or mitigate the effect of any of the above matters or otherwise in connection with it and shall take such steps as may have been notified by the Trustee following the occurrence of any of the above matters to remedy or mitigate the effect of that matter or any other step as the Trustee may reasonably request;</p> <p>(xi) the Issuer shall procure that TTPC's Trustee appointed under the TTPC Sukuk Murabahah (as defined above) to immediately inform the Trustee of this Sukuk Murabahah of any occurrence of an Event of Default under the TTPC Sukuk Murabahah;</p> <p>(xii) the Issuer shall keep proper books, accounts, and records at all times, and prepare their financial statements on a basis consistently applied in accordance with approved accounting standards in Malaysia and those financial statements shall give a true and fair view of the results of the Issuer for the period to which the financial statements are made up and shall disclose or provide against all material liabilities</p>
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		<p>(actual or contingent) of the Issuer and shall provide the Trustee and any person appointed by it access to such books and accounts to the extent permitted by law;</p> <p>(xiii) the Issuer shall open and maintain the required Designated Accounts that are Shariah-compliant with a financial institution that is acceptable to the Trustee or the Facility Agent, pay all relevant amounts into such accounts, make all payments from such accounts only as permitted under the Transaction Documents, and comply with the terms and conditions of the Transaction Documents in all matters concerning the Designated Accounts. Further, the Issuer shall forthwith notify the Trustee or Facility Agent in writing of any change in the authorised signatories to any of the Designated Accounts;</p> <p>(xiv) the Issuer will promptly notify the Trustee of any litigation, investigation, arbitration or proceeding before any court or governmental regulatory agency affecting the Issuer or any of its subsidiary(ies) or between the Issuer or any of its subsidiary(ies) and any governmental authority or third party which could materially affect the ability of the Issuer or any of its subsidiary(ies) to carry on its business as now conducted and which would, by itself or together with other proceedings or claims, have a Material Adverse Effect;</p> <p>(xv) the Issuer shall, and shall procure that TTPC shall, comply with all applicable laws and regulations provided that no breach of this clause will arise from the failure by the Issuer and/or TTPC to comply with any such law or regulation if the failure does not have a Material Adverse Effect;</p> <p>(xvi) the Issuer shall, and shall procure that TTPC shall, promptly pay all taxes and other government charges when due and before any penalty or interest accrues to them save for those taxes and/ or, charges and/ or penalties and/ or interest accrued on such taxes/ charges being contested in good faith by the Issuer and/or TTPC and by</p>
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		<p>appropriate means and it is not required under the applicable law to pay such taxes pending determination of the matter and for which the Issuer and/or TTPC has adequately set aside or reserved a sum of money therefore;</p> <p>(xvii) the Issuer shall, and shall procure that TTPC shall, do all acts and take all steps necessary or expedient to safeguard and preserve their assets (whether in relation to the Project or otherwise) and each part thereof and the title and ownership thereto (other than any transfer of assets required under the PPA or any transfer permitted under the Transaction Documents) and the security interest created pursuant to the Security Documents;</p> <p>(xviii) the Issuer shall make available to the Trustee particulars of all ratings on the Sukuk Murabahah by RAM Ratings;</p> <p>(xix) the Issuer shall maintain a paying agent or its equivalent, who is based in Malaysia and will procure the paying agent to forthwith notify the Facility Agent and Trustee in the event that (a) the amounts received by the paying agent from the Issuer pursuant to the Trust Deed are insufficient or (b) the paying agent does not receive payment from the Issuer on the relevant due dates pursuant to the Trust Deed to satisfy all payments then due in respect of the Sukuk Murabahah;</p> <p>(xx) the Issuer shall, and shall procure that TTPC shall, maintain adequate Takaful/insurance necessary for the business of such nature with reputable Takaful/insurance companies and shall notify the Trustee of any event which will or may give rise to any claim or right of action under any Takaful/insurances exceeding RM10.0 million;</p> <p>(xxi) the Issuer shall promptly, but in any event not later than fourteen (14) days after receiving a written request, provide to the Facility Agent and the Trustee, such information relating to the Issuer's business, affairs and financial condition as may from time to time be reasonably required by the</p>
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		<p>Trustee and the Facility Agent in order to discharge their duties and obligations as the Facility Agent and the Trustee under the Transaction Documents to the extent permitted by law;</p> <p>(xxii) the Issuer shall ensure that the credit rating assigned to the Sukuk Murabahah is made available during the tenure of the Sukuk Murabahah unless such credit rating is suspended or withdrawn by RAM Ratings. In this regard, the Issuer shall provide relevant information on a continuous basis to RAM Ratings (in such form and frequency as agreed between the Issuer and RAM Ratings) so that timely dissemination of relevant information and rating analysis can be made available to the Sukukholders;</p> <p>(xxiii) the Issuer shall ensure that the information memorandum issued in connection with the Sukuk Murabahah ("Information Memorandum") which term shall include the Information Memorandum as amended or supplemented from time to time) is not inconsistent with the provisions of any of the Transaction Documents and/or does not contain any statements or information which are false or misleading or from which there is a material omission which makes the statements therein, in the light of the circumstances under which they were made, misleading in any material respects as at the date of the Information Memorandum or such other date specified therein and all expressions of expectation, intention, belief and opinion contained therein were honestly made on reasonable grounds after due and careful inquiry by the Issuer based on facts existing as at the date of the Information Memorandum or such other dates specified therein;</p> <p>(xxiv) the Issuer shall promptly comply with all applicable provisions of the CMSA and/or the notes, circulars, conditions or guidelines issued by the SC, BNM and any other relevant regulatory authorities from time to time in relation to the Sukuk Murabahah;</p> <p>(xxv) the Issuer shall continue to hold direct legal and beneficial ownership in no less than</p>
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		<p>80% of the issued and paid-up share capital of TTPC;</p> <p>(xxvi) the Issuer shall at all times, perform its obligations under the Shareholders' Agreement between itself and TNB, observe and comply with its provisions and use its best endeavours to cause its nominees on the Board of TTPC to vote in favour of distributions by TTPC to its shareholders, from time to time; and</p> <p>(xxvii) such other covenants as may be advised by the solicitors and to be mutually agreed between by the JLAs and the Issuer.</p>
(iii)	Negative covenants	<p>The Issuer covenants with respect to itself and where applicable, to TTPC that for so long as the Sukuk Murabahah remain outstanding, it will not (and will procure that TTPC will not), save with the prior written consent of the Trustee (acting on behalf of the Sukukholders) (such consent not to be unreasonably withheld):</p> <p>(i) <u>Share capital:</u> reduce or in any way whatsoever alter except increase, its respective authorised or paid-up share capital (other than by way of an increase and/or redemption of preference shares), whether by varying the amount, structure or value thereof or the rights attached thereto or by converting any of its respective share capital into stock, or by consolidating, dividing or sub-dividing all or any of its respective shares;</p> <p>(ii) <u>Constitutional documents:</u> add to, delete, vary, amend or substitute its respective Memorandum and/or Articles of Association in any manner that may adversely affect its respective ability to perform any of its respective obligations under any of the Transaction Documents (to which the Issuer is a party) and/or the Project Agreements (to which TTPC is a party) and/or the Generation Licence (to which TTPC is a party) whatsoever or will in a manner which may be materially prejudicial to the interests of the Sukukholders which is inconsistent with the provisions of the Transaction Documents (to which the Issuer is a party)</p>

		<p>and/or the Project Agreements (to which TTPC is a party) and/or the Generation Licence (to which TTPC is a party);</p> <p>(iii) <u>Indebtedness:</u> obtain or permit to exist any financings/loans, advances or indebtedness other than:</p> <p>(a) from its shareholders, subsidiaries or associated companies, where these loans and advances are subordinated to the Sukuk Murabahah);</p> <p>(b) the Sukuk Murabahah; and</p> <p>(c) indebtedness for a term of less than three hundred and sixty five (365) days entered into in the normal course of business to fund working capital needs provided such indebtedness does not at any time exceed RM5.0 million, and subject always to the Debt to Equity Ratio in item 21(i) not being breached;</p> <p>(iv) <u>Guarantee:</u> provide or permit to exist any guarantee to any party;</p> <p>(v) <u>Financing/loans:</u> finance or lend any money to any party other than to (a) its respective subsidiary companies and (b) its respective directors, officers or employees as part of their terms of employment, engagement or appointment;</p> <p>(vi) <u>Disposal of assets:</u> in the case of the Issuer: (a) sell, transfer or lease or otherwise dispose of any shares in TTPC if to do so would result in its holding direct legal and/or beneficial ownership in less than 80% of the issued and paid-up share capital of TTPC; or (b) sell, transfer or lease or otherwise dispose of any assets (other than its shares in TTPC which is subject to sub-paragraph (a) above), save and except (i) where the sale, transfer or lease is solely for the purposes of facilitating Shariah concepts used in Islamic financing facilities granted to the Issuer, (ii) any sale or disposal of any asset which is in the ordinary course of</p>
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		<p>business and on ordinary commercial terms on the basis of arm's length transaction and which will not have a Material Adverse Effect, (iii) any sale or disposal of any assets due to obsolescence and/or deterioration and which will not have a Material Adverse Effect, and (iv) where required or permitted under the Transaction Documents;</p> <p>(vii) <u>Generation Licence:</u> TTPC shall not transfer, sub-let or otherwise dispose of its rights, duties, liabilities, obligations and privileges (or any part thereof) under the Generation Licence without the prior written consent of the Minister of Energy, Green Technology and Water ("Minister") and the Trustee;</p> <p>(viii) <u>Shareholding structure:</u> register or permit to register any change in the shareholders of the Issuer and/or its Chairman;</p> <p>(ix) <u>Utilisation:</u> use the proceeds of the Sukuk Murabahah except for the purposes set out in the Transaction Documents;</p> <p>(x) <u>Dividends:</u> declare or pay any dividend or make any distributions whether income or capital in nature to its shareholders (including any payment under or redemption of any redeemable preference shares) or transfer of cash into the Distributions Account:</p> <p>(a) If the Distribution Date FSCR is less than 1.50 times or would be if recalculated immediately after the payment of any dividend or interest or any such distribution or transfer of cash into the Distributions Account; or</p> <p>(b) If the FSRA has less than the Minimum Required Balance; or</p> <p>(c) If an Event of Default has occurred and is continuing,</p> <p>save and except for such payment of dividends or any distributions to its shareholders permitted by the Transaction Documents ("Permitted Distributions");</p>
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		<p>Distribution Date FSCR is defined as:</p> $\frac{A + B + C + D + E + F}{A + B + G + H + I}$ <p>Where:</p> <p>A = 100% of Jati's actual total principal and profit payments made in the last six (6) months before the date the distribution is made ("Distribution Date");</p> <p>B = 80% of TTPC's actual total principal and profit payments made in the last six (6) months before the Distribution Date;</p> <p>C = 100% of Jati's actual closing cash balances in the Designated Accounts (net of Jati's Distribution Account) including Permitted Investments as at the Distribution Date;</p> <p>D = 80% of TTPC's actual closing cash balances in the Designated Accounts (net of TTPC's Distribution Account) including Permitted Investments as at the Distribution Date;</p> <p>E = 100% of Jati's available cash flow due to be received (net of dividends received from TTPC) from the Distribution Date up to its next forthcoming principal or profit payment date;</p> <p>F = 80% of TTPC's available cash flow due to be received from the Distribution Date up to its next forthcoming principal or profit payment date;</p>
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		<p>G = 100% of Jati's total principal and profit payments due and payable from the Distribution Date up to its next forthcoming principal or profit payment date;</p> <p>H = 80% of TTPC's total principal and profit payments due and payable from the Distribution Date up to its next forthcoming principal or profit payment date;</p> <p>I = The higher of J or K;</p> <p>J = 80% of TTPC's closing cash balance in the FSRA at the next forthcoming principal or profit payment date;</p> <p>K = 0.80 times of (B + H).</p> <p>The calculations shall be duly confirmed by the Issuer based on the Issuer's certified management accounts submitted by the management on a semi-annual basis. For the avoidance of doubt, any double counting shall be disregarded.</p> <p>(xi) <u>Negative pledge:</u> except for the Jati Murabahah Security and TTPC Murabahah Security, create or permit to exist any encumbrance, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purposes of providing security or other security interest of any kind including, without limitation, title transfer and/or retention arrangements having a similar effect or any agreement to create any of the foregoing, but excluding liens arising in the ordinary course of business by operation of law and not by way of contract. For the avoidance of doubt, TTPC shall not assign, charge, pledge, or otherwise encumber the Generation Licence without the prior written consent of the Minister and the Trustee of the TTPC Sukuk Murabahah.</p> <p>(xii) <u>Related party transactions:</u> enter into a transaction, whether directly or indirectly with interested persons (including a director, substantial shareholder or persons</p>
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		<p>connected with them) unless:</p> <p>(a) such transaction shall be on terms that are no less favourable to the Issuer than those which could have been obtained in a comparable transaction from persons who are not interested persons; and</p> <p>(b) with respect to transactions involving an aggregate payment or value equal to or greater than RM25.0 million, the Issuer obtains certification from an independent adviser that the transaction is carried out on fair and reasonable terms,</p> <p>provided that the Issuer certifies to the Trustee that the transaction complies with paragraph (a), that the Issuer has received the certification referred to in paragraph (b) (where applicable) and that the transaction has been approved by the majority of the board of directors or shareholders in a general meeting as the case may require.</p> <p>(xiii) Except otherwise contemplated in the Transaction Documents and/or the Project Agreements, enter into any agreement with its respective shareholders, subsidiaries or associated companies unless such agreement is entered into:</p> <p>(a) in the ordinary course of its respective business;</p> <p>(b) on an arms-length basis; and</p> <p>(c) will not have a Material Adverse Effect;</p> <p>(xiv) <u>Dissolution:</u> dissolve its respective affairs or consolidate with or merge with any other person or into another entity or otherwise;</p> <p>(xv) <u>Surrender rights:</u> cancel, surrender, transfer, assign, relinquish or otherwise dispose of any of its respective rights and interest under the Transaction Documents and/or the Project Agreements and/or the Generation Licence (except as permitted under the Transaction Documents and/or Project Agreements and Generation</p>
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		<p>Licence) that has a Material Adverse Effect;</p> <p>(xvi) <u>Takaful/insurance:</u> do or suffer to be done any act, matter or thing whereby any Takaful/insurance may be rendered void, voidable or incapable of being effected, maintained or renewed;</p> <p>(xvii) <u>Other businesses:</u> carry on any business other than as an investment holding company for TTPC (in the case of the Issuer)/ as an independent power producer (in the case of TTPC) in accordance with its respective Memorandum and Articles of Association;</p> <p>(xviii) <u>Breach of Transaction Documents and/or the Project Agreements:</u> take any action or fail to perform any duty or obligations which will cause or lead or contribute to a material breach, revocation or termination of any Transaction Document and/or the Project Agreements and the Generation Licence;</p> <p>(xix) <u>Rating agency:</u> change, replace, substitute or permit to be changed, replaced or substituted, RAM Ratings during the tenure or issue of the Sukuk Murabahah;</p> <p>(xx) <u>Licences:</u> cancel, surrender, abandon or otherwise amend any licence (including the Generation Licence), grant or any agreement which will or potentially result in a Material Adverse Effect unless such surrender, abandonment or amendment is required by any applicable legislation or authorities;</p> <p>(xxi) <u>Amalgamation and merger:</u> consolidate or amalgamate or merge with or into, or transfer all or substantially all its respective assets to or acquire all or substantially all the assets (including shares and/or stocks of any class, partnership or joint venture interest) of another entity; where, for the avoidance of doubt, the Issuer and/or TTPC will be deemed to have acquired substantially all of the ordinary shares of another entity if that entity becomes a subsidiary of the Issuer and/or TTPC as a result of the acquisition;</p>
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		<p>(xxii) <u>Amendment to Project Agreements:</u> to procure that TTPC does not amend, vary, terminate (except due to lapse of time), replace or supplement any Project Agreements which amendments, variations, termination, replacement or supplement would have a Material Adverse Effect. Subject to the above, the Issuer shall give prior written notice of not less than three (3) days to the Trustee or the Facility Agent of any proposed amendments, variations, terminations, replacements or supplements of the Project Agreements; and</p> <p>(xxiii) such other covenants as may be advised by the solicitors and to be mutually agreed between the JLAs and the Issuer.</p>
(iv)	Information covenants	<p>The Issuer covenants, that for so long as the Sukuk Murabahah remain outstanding:</p> <p>(i) the Issuer shall provide to the Facility Agent and the Trustee at least on an annual basis, a certificate confirming that it has complied with all its obligations under the Transaction Documents (to which it is a party) and the terms and conditions of the Sukuk Murabahah and that there does not exist or had not existed, from the date the Sukuk Murabahah were issued or the date of the previous certificate as the case may be, any Event of Default or enforcement, and if such is not the case, to specify the same;</p> <p>(ii) the Issuer shall deliver to the Facility Agent and the Trustee the following:</p> <p>(a) as soon as they become available (and in any event within one hundred and eighty (180) days after the end of each of its financial year) copies of its consolidated financial statements for that year which shall contain the income statements and balance sheets of the Issuer and which are audited by a firm of independent certified public accountants acceptable to the Trustee, and not qualified with any disclaimer of opinion nor adverse opinion;</p> <p>(b) as soon as they become available (and</p>

		<p>in any event within ninety (90) days after the end of the first half of its financial year), copies of its unaudited half yearly financial statements for that period which shall contain the income statements and balance sheets of the Issuer which are duly certified by any one of its directors;</p> <p>(c) promptly, such additional financial or other information relating to the Issuer's business and its operations as the Facility Agent and the Trustee may from time to time reasonably request;</p> <p>(d) promptly, all notices or other documents received by the Issuer from any of its shareholders or its creditors which contents would materially and adversely affect the interest of the Sukukholders, and a copy of all documents dispatched by the Issuer to its shareholders (or any class of them) in their capacity as shareholders or its creditors generally at the same time as these documents are dispatched to these shareholders or creditors; and</p> <p>(e) promptly, the audited financial statements of TTPC, to facilitate the computation of the Annual FSCR as provided in item 21(i)(ii) above;</p> <p>(iii) the Issuer shall promptly notify the Facility Agent and the Trustee of any change in its board of directors or the composition of its shareholders;</p> <p>(iv) the Issuer shall promptly notify the Facility Agent and the Trustee in writing if any of its authorised signatories are no longer authorised to act on the Issuer's behalf hereunder;</p> <p>(v) the Issuer shall promptly notify the Facility Agent and the Trustee of any change in its condition (financial or otherwise) and of any litigation or other proceedings of any nature whatsoever being threatened or initiated against the Issuer before any court or tribunal or administrative agency which may materially and adversely affect the ability of</p>
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		<p>the Issuer to perform any of its payment obligations under any of the Transaction Documents;</p> <p>(vi) the Issuer shall promptly give notice to the Facility Agent and the Trustee of the occurrence of any Event of Default or any event which, upon the giving of notice and/or lapse of time and/or the issue of a certificate and/or the fulfilment of the relevant requirement as contemplated under the relevant Transaction Document would constitute an Event of Default ("Potential Event of Default") forthwith upon becoming aware thereof, and it shall take all reasonable steps and/or such other steps as may reasonably be requested by the Facility Agent and/or the Trustee to remedy and/or mitigate the effect of the Event of Default or the Potential Event of Default;</p> <p>(vii) the Issuer shall procure that TTPC promptly gives notice to the Facility Agent and the Trustee of any amendments, variations, terminations, replacements or supplements of any of the Project Agreements (to which TTPC is a party);</p> <p>(viii) the Issuer shall promptly provide in writing to the Facility Agent and the Trustee, the list of its subsidiaries on an annual basis, based on the latest audited financial statements; and</p> <p>(ix) any other information covenants as may be advised by the solicitors and to be mutually agreed between the JLAs and the Issuer.</p>
22.	Provisions on buy-back or early redemption of sukuk	Not applicable.
23.	Other principal terms and conditions for the issue	
	(i) Right to make permitted investments	Funds held in the Designated Accounts shall be permitted to be invested in Permitted Investments (as defined below).
	(ii) Permitted	The monies standing to the credit of the Designated

		investments	<p>Accounts may be invested by the Issuer and/or the Security Agent (as the case may be) in Permitted Investments provided that:</p> <ul style="list-style-type: none"> (a) Such funds utilised for Permitted Investments shall be remitted to the respective Designated Accounts; (b) Investments can only be made if the purchase price thereof (excluding accrued profit, if any) does not exceed the principal amount thereof; and (c) Investments can only be made if they can be disposed of without penalty in sufficient time such that the Issuer is able to meet all its payment obligations under the Transaction Documents. <p>Permitted Investments shall comprise investment products approved by the SC's SAC, BNM's Shariah Advisory Council and/or other recognized Shariah authorities from time to time. Permitted Investments are as follows:</p> <ul style="list-style-type: none"> (i) Islamic securities, the profit of which is guaranteed by the Government of Malaysia; (ii) Investments in Islamic time deposits, overnight repos/ deposits or its equivalent, certificates of deposit or bankers acceptances;and (iii) Investments in Islamic fixed income securities issued in Malaysia having, at the time of investment, a minimum debt rating of AA₃/ P1 from RAM Ratings or equivalent ratings, and which are denominated in Malaysian Ringgit, <p>Provided That an amount at least equivalent to the next finance service (consisting of principal and profit payments) shall be due not later than five (5) Business Days before the next forthcoming principal or Profit Payment Date or can be withdrawn at any time without any loss in principal.</p>
	(iii)	Details of the Commodities	<p>Shariah-compliant commodities at Bursa Suq Al-Sila' as approved by its Shariah adviser (excluding ribawi items in the category of medium of exchange such as currency, gold and silver) which will be further endorsed by the Joint Shariah Advisers,</p>

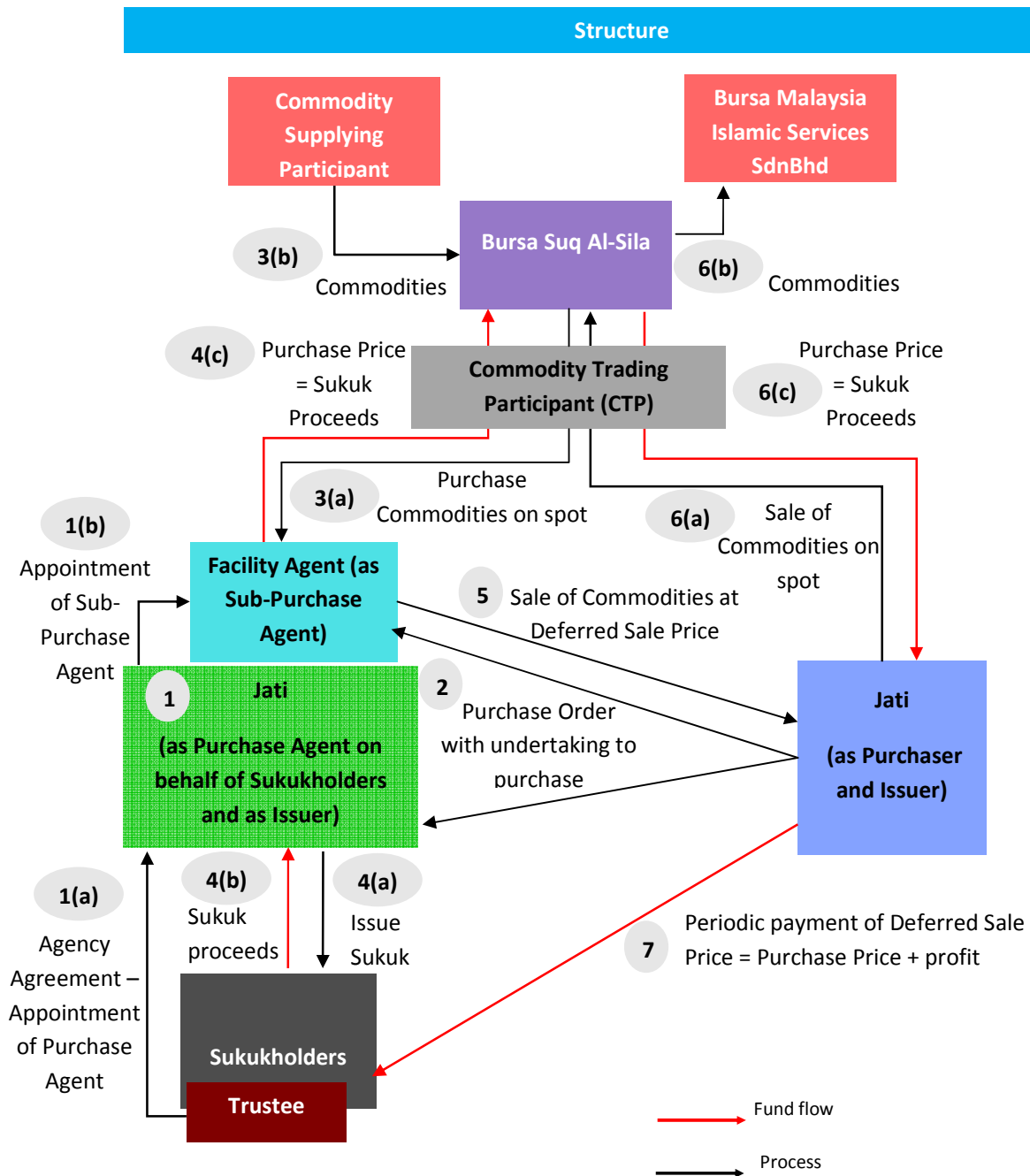
			from time to time, prior to the issuance of each series of Sukuk Murabahah.
	(iv)	Distributions Account	The Issuer shall open and maintain a Shariah-compliant Distributions Account which shall be solely operated by the Issuer from which dividends and other distributions may be paid. For the avoidance of doubt, the Distributions Account shall not form part of the Designated Accounts.
	(v)	Status and ranking	The Sukuk Murabahah shall constitute direct, secured, unconditional debt obligations of the Issuer ranking pari passu in all respects without discrimination, preference or priority among themselves and shall rank at least pari passu with all other present and future unsecured and unsubordinated obligations of the Issuer, subject to those preferred by law and the Transaction Documents.
	(vi)	Redemption on Maturity	Unless previously redeemed or purchased and cancelled, each series of the Sukuk Murabahah will be redeemed by the Issuer at 100% of their nominal value on the respective Maturity Dates.
	(vii)	Purchase and cancellation	<p>The Issuer or its subsidiaries or agent(s) of the Issuer may at any time purchase the Sukuk Murabahah at any price in the open market or by private treaty, but these purchased Sukuk Murabahah shall be cancelled and could not be resold.</p> <p>For the avoidance of doubt, the Sukuk Murabahah held by any interested person (director, major shareholders and chief executive) of the Issuer shall not be counted for purposes of voting.</p>
	(viii)	Form and denomination	<p>The Sukuk Murabahah shall be issued in accordance with: (i) the Participation and Operation Rules for Payment and Securities Services ("MyClear Rules") issued by MyClear and (ii) the MyClear Procedures as amended or substituted from time to time (collectively, the "MyClear Rules and Procedures").</p> <p>Each series of Sukuk Murabahah shall be represented by a global certificate at the time of issuance and shall be deposited with the Central</p>

			<p>Depository. The global certificate may be exchangeable for definitive bearer certificates only in certain limited circumstances.</p> <p>The Sukuk Murabahah will be issued in a minimum denomination and multiples of RM1.0 million or in multiples of RM1.0 million at the time of issuance.</p>
	(ix)	Compensation (Ta'widh)	<p>In the event of overdue payments of any amount due under the Sukuk Murabahah, the Issuer shall pay to the Trustee (acting on behalf of the Sukukholders) compensation (<i>Ta'widh</i>) on such overdue amounts at the rate and in the manner prescribed by SC's SAC from time to time in accordance with Shariah.</p>
	(x)	Documentation	<p>Standard documentation for a transaction of this nature, which would contain those provisions noted herein and other provisions customarily found on documentation for similar financing and satisfactory to the JLAs and as may be advised by the legal counsel to the JLAs and acceptable to Issuer, in particular (but not limited to):</p> <p><u>Project Agreements</u></p> <ul style="list-style-type: none"> (i) Power Purchase Agreement dated 26 May 1998 entered into between TNB and TTPC ("PPA"); (ii) Agreement for Sale and Purchase of Dry Gas dated 24 January 2002 entered into between Petronas and TTPC ("GSA"); (iii) All Takaful contracts/insurance policies and contracts of insurance entered into or required to be entered into in connection with the Plant, the other Project Agreements and the Transaction Documents ("Takaful/Insurance"); (iv) Operational Support, Technical and Managerial Transfer Support and Maintenance Contract dated 26 June 2001 between Global E-Technic Sdn Bhd as operator, and ALSTOM Power Asia Pacific Sdn Bhd and ALSTOM Power O & M Ltd (Switzerland) collectively, as contractors (as amended by Amendment Agreement No.1 dated 11 August 2004 and Amendment Agreement No. 2 dated 2 June 2008) ("Technical Support Agreement"); and

			<p>(v) Operations and Maintenance Agreement dated 22 June 2001 entered into between TTPC and Global E-Technic Sdn Bhd (as amended by the supplemental agreement dated 13 July 2010) ("O & M Agreement").</p> <p><u>Security Documents</u></p> <p>As set out in item 10 above.</p> <p><u>Transaction Documents</u></p> <p>In respect of each Series of the Sukuk Murabahah:</p> <p>(a) Sale and Purchase Agreement; and</p> <p>(b) any other agreements entered into or to be entered into by the Issuer for the purposes of or in connection with the Sukuk Murabahah.</p> <p>In respect of all Sukuk Murabahah:</p> <p>(i) Agency Agreement;</p> <p>(ii) Commodity Murabahah Master Agreement;</p> <p>(iii) CTP Purchase Agreement;</p> <p>(iv) CTP Sale Agreement;</p> <p>(v) Trust Deed;</p> <p>(vi) Securities Lodgement Form for Central Securities Depository and Paying Agency Services;</p> <p>(vii) each of the Security Documents; and</p> <p>(viii) any other agreements entered into or to be entered into by the Issuer for the purposes of or in connection with the Sukuk Murabahah.</p>
	(xi)	Other conditions	The Sukuk Murabahah shall at all times be governed by relevant guidelines issued and to be issued from time to time by the SC, BNM and MyClear over matters pertaining to the Sukuk Murabahah.
	(xii)	Jurisdiction	The Issuer shall unconditionally and irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia.
	(xiii)	Governing law	Laws of Malaysia.

	(xiv)	Taxation	<p>All payments by the Issuer shall be made subject to 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 jurisdiction, or any authority thereof or therein having power to tax, whereupon the payee shall receive the net amount due to it after such withholding or deductions. For the avoidance of doubt, the Issuer shall not be obliged to gross-up any payments such that the payee receives the full amount it would have received had no such withholding or deductions been made.</p>
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Annexure 1



1. The Trustee, on behalf of the investors of the Sukuk Murabahah (“**Sukukholders**”), and the Issuer shall enter into an agreement (“**Agency Agreement**”), pursuant to which the Issuer is appointed as the agent of the Sukukholders (in such capacity, the “**Purchase Agent**”) for the purchase and sale of Shariah-compliant commodities which would exclude ribawi items in the category of medium of exchange such as currency, gold and silver (“**Commodities**”). The Purchase Agent will then appoint the Facility Agent as a sub-agent (“**Sub-Purchase Agent**”) for the purchase and sale of the Commodities.
2. Pursuant to an agreement (“**Commodity Murabahah Master Agreement**”), prior to the date on which the relevant series of Sukuk Murabahah is issued, the Issuer (acting as purchaser for itself) will issue a purchase order (“**Purchase Order**”) in relation to the said series to the Purchase Agent and the Sub-Purchase Agent (acting as the sub-agent of the Purchase Agent). In the Purchase Order, the Issuer (acting as purchaser for itself) will request the Purchase Agent and the Sub-Purchase Agent to purchase the Commodities and will irrevocably undertake to purchase the Commodities from the Sukukholders via the Sub-Purchase Agent at the deferred sale price (“**Deferred Sale Price**”).
3. Based on the Purchase Order, the Sub-Purchase Agent (pursuant to an agreement (“**CTP Purchase Agreement**”) entered into between the Sub-Purchase Agent and the Commodity Trading Participant (“**CTP**”)), will purchase on a spot basis the Commodities from commodity vendor(s) in the Bursa Suq Al-Sila’ commodity market through a CTP at a purchase price (“**Purchase Price**”) which shall be an amount equivalent to the Sukuk Murabahah proceeds for the respective series. The Purchase Price of the Commodities shall be in line with the asset pricing requirement stipulated under the Islamic Securities Guidelines (Sukuk Guidelines) issued by the Securities Commission Malaysia (“**SC**”) as may be amended from time to time (“**Sukuk Guidelines**”).
4. The Issuer (acting as the Issuer) shall then issue the Sukuk Murabahah whereby the proceeds thereof shall be used to pay for the Purchase Price. The Sukuk Murabahah shall evidence, amongst others, the Sukukholders’ ownership of the Commodities and subsequently once the Commodities are sold to the Issuer (as the Purchaser for itself), the Sukukholders’ entitlement to receive the Deferred Sale Price which shall be the Purchase Price plus the profit margin of the respective series.
5. Thereafter, pursuant to a sale and purchase agreement (“**Sale and Purchase Agreement**”), the Sub-Purchase Agent (acting on behalf of the Purchase Agent as wakeel to the Sukukholders) shall sell the Commodities to the Issuer (acting as Purchaser for itself) based on Murabahah principle at the Deferred Sale Price.
6. Upon completion of such purchase, the Issuer (pursuant to an agreement (“**CTP Sale Agreement**”) entered into between the Issuer (acting as Purchaser for itself) and the CTP) shall sell the Commodities to Bursa Malaysia Islamic Services Sdn Bhd (through the CTP) on a spot basis for an amount equal to the Purchase Price. The CTP Sale Agreement will provide

for the CTP (on behalf of the Purchaser) to directly sell the Commodities to Bursa Malaysia Islamic Services Sdn Bhd upon notice by the Sub-Purchase Agent that the Sale and Purchase Agreement has been completed and executed.

7. During the tenure of the Sukuk Murabahah, the Issuer shall make periodic profit payments ("**Periodic Profit Payments**") forming part of the Deferred Sale Price to the Sukukholders. On the date of maturity of the Sukuk Murabahah ("**Maturity Date**") or upon the declaration of an Event of Default (as the case may be), the Issuer shall pay all amounts then outstanding on the Deferred Sale Price as a final settlement of the same (subject to the Rebate (Ibra') as set out below, where applicable) whereupon the redeemed Sukuk Murabahah shall be cancelled.

As the Deferred Sale Price is calculated based on the Purchase Price and profit margin up to the Maturity Date, the Sukukholders in subscribing or purchasing the Sukuk Murabahah irrevocably consent to grant such Rebate (Ibra'), if the Sukuk Murabahah is redeemed before the Maturity Date, upon the declaration of an Event of Default.

The Rebate (Ibra') shall be the unearned profit due to the Sukukholders from the date of redemption of the Sukuk Murabahah upon the declaration of an Event of Default up to the Maturity Date.

The redemption amount payable ("**Redemption Amount**") by the Issuer on the declaration of an Event of Default is an amount as determined by the Facility Agent, which shall be calculated in accordance with the formula below:

Redemption Amount is the amount equivalent to the Deferred Sale Price determined at the Issue Date less the aggregate of Periodic Profit Payments paid (if any) less the Rebate (Ibra').