

	Selling restrictions	:	<p>(i) Section 4(6) of the Companies Act 1965;</p> <p>(ii) Part I of Schedule 6 of the Capital Markets & Services Act, 2007 (CMSA);</p> <p>(iii) Part I of Schedule 7 of the CMSA; and</p> <p>(iv) Read together with Schedule 9 of CMSA.</p> <p><u>Selling Restrictions at Issuance</u></p> <p>The Sukuk Murabahah may only be offered, sold, transferred or otherwise disposed of, directly or indirectly, to persons falling within Section 4(6) of the Companies Act, 1965 (as amended from time to time); and Part I Schedule 6 and Part I Schedule 7 read together with Schedule 9 of the Capital Markets and Services Act 2007 (“CMSA”) (as amended from time to time).</p> <p><u>Selling Restrictions Thereafter</u></p> <p>The Sukuk Murabahah may only be offered, sold, transferred or otherwise disposed of, directly or indirectly, to persons falling within Section 4(6) of the Companies Act, 1965 (as amended from time to time); and Part I Schedule 6 read together with Schedule 9 of the CMSA (as amended from time to time).</p>
	Tradability and transferability	:	<p>Tradable and transferable.</p> <p>The Sukuk Murabahah are transferable (subject to the Selling Restrictions described above) and tradable under RENTAS operated by MyClear.</p>
	Covenants	:	<p><u>Shareholding Covenants</u></p> <p>Save as permitted pursuant to the Equity Contribution Agreement, the Project Company shall procure that:</p> <p>(a) not less than seventy percent (70%) of the issued and paid up share capital of the Project Company is indirectly or directly owned by TNB;</p> <p>(b) not less than thirty percent (30%) of the issued and paid up share capital of the Project Company is indirectly or directly owned by 3B Power; and</p> <p>(c) not less than fifty percent (50%) of the issued and paid up share capital of 3B Power is legally and beneficially owned by Mitsui.</p>

In respect of item (c) above, Mitsui may transfer up to fifty percent (50%) of its current one hundred percent (100%) shareholdings in 3B Power provided that (i) a written confirmation is procured from the Rating Agency to confirm that such change in the shareholdings in 3B Power would not result in a downgrade in the rating assigned to the Sukuk Murabahah or a negative outlook; (ii) if required, the approval of (a) TNB, (b) Energy Commission of Malaysia, and/or (c) the Government of Malaysia; (iii) the execution of the relevant documents by the transferee to accede to the Equity Contribution Agreement as a Sponsor and (iv) other than a change in shareholdings pursuant to transfers to TNB or Chugoku Electric Power Co., Inc or its wholly owned subsidiary (which transfer in favour of Chugoku Electric Power Co., Inc or its wholly owned subsidiary shall not result in Mitsui holding less than 50% of the issued and paid up share capital of 3B Power), the approval from the Sukukholders by way of extraordinary resolution is obtained before such change in shareholdings in 3B Power is effected.

(30)	Other terms and conditions		
	1. Other regulatory approvals required in relation to the issue, offer or invitation to subscribe or purchase Sukuk, and whether or not obtained	:	None.
	2. Listing status and types of listing	:	The Sukuk Murabahah may be listed on Bursa Malaysia Securities Berhad under the Exempt Regime if the Issuer so decides. The SC shall be notified accordingly in the event of such listing.
	3. Details on utilisation of proceeds by the Issuer / Obligor	:	The proceeds of the Sukuk Murabahah shall be utilised for the following Shariah-compliant purposes in connection with the Project:
			a. pay for Project Costs;
			b. pay and/or reimburse to the

	6. Profit / coupon / rental rate	:	The profit rates for each tranche of the Sukuk Murabahah will be determined and agreed between the Issuer and the JLM prior to the date of issuance of the Sukuk Murabahah.
	7. Profit / coupon / rental payment frequency	:	The periodic profit payments shall be payable semi-annually in arrears (" Periodic Profit Payments ") with the first Periodic Profit Payment to be made six (6) months from the issue date of the Sukuk Murabahah with the last Periodic Profit Payment for each tranche of the Sukuk Murabahah to be made on the maturity date of such tranche (each such date for payment, a " Profit Payment Date ").
	8. Profit / coupon / rental payment basis	:	Actual/365 days
	9. Form and Denomination	:	The Sukuk Murabahah shall be issued in accordance with MyClear Rules and Procedures. The Sukuk Murabahah shall be represented by a global certificate to be deposited with BNM, and is exchanged for a definitive bearer form only in certain limited circumstances. The denomination of the Sukuk Murabahah shall be RM1,000 or in multiples of RM1,000 at the time of issuance or, subject to MyClear Rules and Procedures, such other denominations as may be agreed between the Issuer and the Facility Agent.
	10. Compensation (Ta'widh)	:	In the event of delay in payments of any amount, including the Deferred Sale Price due and payable under any tranche of the Sukuk Murabahah, the Issuer shall pay Ta'widh (compensation) to the Sukuk Trustee for the benefit of the Sukukholders on such delay in payment at the rate and manner prescribed by the SC's SAC from time to time in accordance with Shariah principle.
	11. Ibra'	:	The Sukukholders in subscribing or purchasing the Sukuk Murabahah, hereby consent to grant an ibra' if the Sukuk Murabahah are redeemed before maturity, upon the declaration of an Event of Default or Mandatory Redemption of the Sukuk Murabahah.

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

- (i) in the case of Sukuk Murabahah with Periodic Profit Payments and issued at a discount

the aggregate of unearned Periodic Profit

Payments and the unearned discounted amount

- (ii) in the case of Sukuk Murabahah without Periodic Profit Payments and issued at a discount

the unearned discounted amount

- (iii) in the case of Sukuk Murabahah with Periodic Profit Payments and issued at par or at a premium

the aggregate of unearned Periodic Profit Payments

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

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

	12. Taxation	:

All payments by the Issuer shall be made without withholding or deductions for or on account of any present and future tax, duty or charge of whatsoever nature imposed or levied by or on behalf of Malaysia unless such withholding or deduction is required by law, in which event the Issuer shall not be required to gross up in connection with such withholding or deduction on these payments or distributions.

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

	14. Other Conditions	:

The Sukuk Murabahah shall at all times be governed by the guidelines issued and to be issued from time to time by the SC, BNM and MyClear over matters pertaining to the Sukuk Murabahah.

	15. Definitions:		
	Account Deficiency	:	The amount by which the credit balance of any Designated Account is less than the balance which would be required to be credited to that Designated Account had the Project Company had additional sufficient funds credited to the Revenues Accounts in the preceding calendar month.
	Ash Disposal Agreement	:	Collectively, the Bottom Ash Disposal Agreement and the Fly Ash Disposal Agreement.
	Ashpond Land Sale and Purchase Agreement	:	A proposed agreement to be entered into between the Project Company and MBI for the purchase by the Project Company of land for the construction of an ash pond for the disposal of ash produced from the Project (" Ashpond Land ").
	Applicable Exchange Rate	:	For each payment made under any EPC Contract denominated in Dollar or Yen, (i) if the payment was not hedged, the exchange rate used in the conversion from Ringgit or (ii) if the payment was hedged, the exchange rate fixed under the relevant hedging transaction.
	Base Exchange Rate	:	(i) for each payment made under any EPC Contract denominated in Dollar, the Ringgit to Dollar exchange rate assumed in the financial model used to satisfy the Conditions Precedent and (ii) for each payment made under any EPC Contract denominated in Yen, the Ringgit to Yen exchange rate assumed in the financial model used to satisfy the Conditions Precedent.
	Bottom Ash Disposal Agreement	:	The agreement to be entered into by the Project Company enabling the Project Company to dispose of all of the bottom ash produced during the operation of the Plant (which includes any supplemental entered into from time to time).
	Capital Costs	:	All costs, expenses and liabilities of a capital (but not an operating) nature in connection with the Project (excluding the financial indebtedness under the Sukuk Finance Documents and amounts payable by the Project Company in respect of financial indebtedness).
	Commercial Operation Date ("COD")	:	With respect to either of Unit 1 or Unit 2, the date upon which each of the conditions to the " Commercial Operation Date " (as defined under the PPA) for such Unit under clause 3.3 of the PPA have been satisfied.

<input type="checkbox"/>	Construction Budget	:	The budget for the acquisition, design, engineering, construction, testing and start up of the Project prepared by the Project Company and which has been reviewed and approved by the Sukuk Trustee acting on the advice of the Technical Adviser to enable the issuance of the Technical Adviser's report under item (3)(e) of the section entitled Conditions Precedent and as set out in the financial model.
<input type="checkbox"/>	CSTA	:	Coal Supply & Transportation Agreement dated 22 July 2014 and Supplementary CSTA dated 9 July 2015 entered into between the Project Company and TFS (as may be amended or supplemented from time to time).
<input type="checkbox"/>	Deed of Covenants	:	A deed of covenants to be entered into between, amongst others, JEP, the Sukuk Trustee, the Facility Agent, the Security Agent and the JPA/JLA setting out, inter alia, the definitions, the covenants and the operation and maintenance of the Designated Accounts between such parties.
<input type="checkbox"/>	Development Costs	:	Costs incurred and fees charged by TNB and Mitsui of an amount of up to USD100 million (or its equivalent in Ringgit) which shall be paid by the Project Company directly to or to the order of TNB and Mitsui in accordance with the Project Development Agreement.
<input type="checkbox"/>	Distribution Covenants	:	The covenants as set out in item 15 of the section entitled Negative Covenants.
<input type="checkbox"/>	Dollar	:	The lawful currency of the United States of America.
<input type="checkbox"/>	EPC Contract	:	Engineering Procurement and Construction Contract dated 29 August 2014, Supplementary EPC dated 6 July 2015 and Second Supplementary EPC dated 15 October 2015 entered into between the Project Company and the EPC Contractors (as may be amended or supplemented from time to time).
<input type="checkbox"/>	EPC Contractors	:	Consortium formed by IHI Corporation, ISHI Power Sdn Bhd, Toshiba Corporation, TOS Energy Malaysia Sdn Bhd, Hyundai Engineering & Construction Co., Ltd/Hyundai Engineering Co., Ltd.
<input type="checkbox"/>	Equity Contribution Agreement	:	An equity contribution agreement entered into by the Shareholders, the Sponsors, the Security Agent and the Project Company on or about the date of the Deed of Covenant setting out, inter alia, the undertaking of each of the Shareholders to provide capital contribution to the Project Company which includes the following:

(a) base capital contributions provided pursuant to the finance to equity ratio as set out in in the financial model submitted to satisfy the Conditions Precedent (“ Base Capital Contributions ”);
(b) capital contributions as and when required to meet Project Costs where proceeds of the issuance of the Sukuk Murabahah and the Base Capital Contributions amount are insufficient to meet:
(i) Project Costs (“ Supplemental Capital Contributions ”);
(ii) Project Costs due to an Exchange Rate Cost Overrun (“ Exchange Rate Supplemental Capital Contributions ”),
in an amount equal to its Shareholder’s agreed proportion (i.e. proportionate to its interest in the Issuer) of such funding requirement.
The total aggregated amount of the Supplemental Capital Contributions to be raised by the Project Company from the Shareholders collectively shall not exceed the amount described as the Supplemental Capital Contributions amount as set out in in the financial model submitted to satisfy the Conditions Precedent, which amount shall be equal to two point five percent (2.5%) of the contract price of the EPC Contract. The Supplemental Capital Contributions shall not be required to be made until the Base Capital Contributions amount and the proceeds of the issuance of the Sukuk Murabahah have been utilized in full.
The total aggregated amount of the Exchange Rate Supplemental Capital Contributions to be raised by the Issuer from the Shareholders collectively shall not be capped and shall be calculated in accordance with item (12) of the section entitled Information Covenants. The Exchange Rate Supplemental Capital Contributions shall not be required to be made until the Base Capital Contributions amount, the Supplemental Capital Contributions amount and the proceeds of the issuance of Sukuk Murabahah have been utilized in full.
The Supplemental Capital Contributions amount may be utilized for any payment for Project Costs including payments for Project Costs due to Exchange Rate Cost Overrun.

			<p>In the event the proceeds of the issuance of the Sukuk Murabahah, Base Capital Contributions amount and the Supplemental Capital Contributions amount are insufficient to pay Project Costs, the Shareholders will make further payments to pay for such Project Costs up to an amount equivalent to the total Exchange Rate Supplemental Capital Contributions calculated in accordance with item (12) of the section entitled Information Covenants. For the avoidance of doubt, the Exchange Rate Supplemental Capital Contributions amount shall be uncapped and the Shareholders shall be obliged to make capital contributions for cost overruns which is not due to Exchange Rate Cost Overruns up to the amount equivalent to the Supplemental Capital Contributions amount.</p>
			<p>Each Sponsor (other than TNB) unconditionally and irrevocably, inter alia, on a several and proportionate basis, guarantees to the Security Agent the performance when due of its Sponsor agreed proportion (i.e. proportionate to its interest in the relevant Shareholder) of all payment obligations of its relevant Shareholder under or pursuant to Equity Contribution Agreement.</p>
<input type="checkbox"/>	Exchange Rate Cost Overrun	:	<p>The higher of (i) zero and (ii) the sum of all Exchange Rate Cost Variances as at the date of calculation of the Exchange Rate Cost Overrun.</p>
<input type="checkbox"/>	Exchange Rate Cost Variances	:	<p>The increase or decrease in Project Costs arising solely due to the differences between the Applicable Exchange Rate and the Base Exchange Rate for each payment made under any EPC Contract denominated in Dollar or Yen.</p>
<input type="checkbox"/>	Finance Documents	:	<p>The Sukuk Finance Documents, the PPA Performance Bonds facility agreement, the hedging agreements and the working capital facilities agreements.</p>
<input type="checkbox"/>	Finance Service Reserve Requirement	:	<p>As at each Monthly Transfer Date and on any other date on which the Finance Service Reserve Requirement is required to be determined, an amount equal to the aggregate of all amounts payable in respect of the Sukuk Murabahah (other than amounts payable in the event of the Mandatory Redemption of the Sukuk Murabahah), in each case, falling due and payable on the immediately following Payment Date.</p>
<input type="checkbox"/>	Fly Ash Disposal Agreement	:	<p>The agreement to be entered into by the Project Company enabling the Project Company to dispose of all of the fly ash produced during the operation of the Plant (which includes any supplemental entered into from time to time).</p>

<input type="checkbox"/>	GST	:	Goods and services tax or other equivalent tax chargeable in Malaysia.
<input type="checkbox"/>	Initial Scheduled COD of Unit 2	:	15 December 2019.
<input type="checkbox"/>	Issue Date	:	The date on which any tranche of the Sukuk Murabahah are issued.
<input type="checkbox"/>	Jetty Land Lease Agreement	:	The lands lease agreement to be entered into between JEP and MBI in relation to the lease of the Jetty Land by MBI to JEP (including any supplemental entered into from time to time).
<input type="checkbox"/>	Major Maintenance Costs	:	All costs and expenses incurred by the Project Company in relation to the Major Maintenance (being items identified as major scheduled maintenance in the planned maintenance schedule) of up to Ringgit One Hundred and Fifty Million (RM150,000,000.00).
<input type="checkbox"/>	Major Project Party	:	<p>(a) at all times, TNB Fuel Services Sdn Bhd (“TFS”), TNB Repair and Maintenance Sdn. Bhd and TNB;</p> <p>(b) at all times prior to the expiry of the defects liability period (howsoever defined) under the EPC Contract, each of IHI Corporation, Toshiba Corporation, Hyundai Engineering Co., Ltd. and Hyundai Engineering & Construction Co., Ltd;</p> <p>(c) at all times prior to the expiry of the defects liability period (howsoever defined) under the Transmission Line EPC Contract and Transmission Works EPC Contract, each such construction contractor;</p> <p>(d) at all times prior to the date on which the Project Company acquires legal title to the Power Plant Land or registered sub-lease, whichever is earlier, Jalur Jernih Sdn Bhd and Jimah Energy Ventures Sdn Bhd; and</p> <p>(e) until registration of the lease over the Jetty Lands, MBI.</p>
<input type="checkbox"/>	Malaysian Obligor	:	Any and each of the Obligors which is incorporated in Malaysia.
<input type="checkbox"/>	Material Adverse Effect	:	The effect of any event or circumstance which is or could reasonably be expected to be materially adverse to:
<input type="checkbox"/>		:	(a) the ability of any of the Project Company or prior to the Project Completion Date, any other Obligor, to

			perform or comply with any of their respective obligations under the Sukuk Finance Documents in a timely manner;
			(b) (i) the validity, legality, binding effect or enforceability of the Sukuk Finance Documents or to any of the Security Interests granted pursuant thereto or to any of the rights or remedies of any Secured Party thereunder; or (ii) the operations, business, property, assets, liabilities or financial condition of the Project Company and prior to the Project Completion Date, any other Obligor.
<input type="checkbox"/>	Monthly Transfer Date	:	For each calendar month, the earlier of:
			(a) the twenty-fourth (24th) day of such calendar month (or, if that day is not a business day, the next following business day in the same calendar month (if there is one) or the preceding business day (if there is not); or
			(b) if a Payment Date falls in such calendar month, the business day falling two (2) business days prior to such Payment Date.
<input type="checkbox"/>	MyClear Rules and Procedures	:	(1) the Participation and Operation Rules for Payment and Securities Services issued by Malaysian Electronic Clearing Corporation Sdn Bhd (“MyClear”);
			(2) the Operational Procedures for Securities Services issued by MyClear; and
			(3) the Operational Procedures for Malaysian Ringgit (MYR) Settlement in RENTAS issued by MyClear;
			or their replacement thereof (collectively, the “MyClear Rules and Procedures”) applicable from time to time.
<input type="checkbox"/>	Obligor	:	Any and each of (i) the Project Company; (ii) each Shareholder; and (iii) each Sponsor.
<input type="checkbox"/>	Offset Agreement	:	The agreement dated 8 October 2014 entered into between the Project Company and Toshiba Corp (as may be amended or supplemented from time to time) in relation to provision of offset activities, benefits, packages and programmes in compliance with the Treasury Circular on Policy and Guidelines on Offset Programme in Government Procurement published on 18 March 2011 (as may be amended from time to time) (“Offset Policy”) including the provision and development

			of a power plant simulator associated with the Project.
<input type="checkbox"/>	Offset Management Services Agreement	:	The agreement dated 30 September 2014 entered into between JEP and Malaysian Industry-Government Group for High Technology (MIGHT) (as may be amended or supplemented from time to time) in relation to performing the offset management services and setting up of the Offset Management Unit (“OMU”) for JEP in compliance with the Government’s Offset Policy. The OMU function is to manage and co-ordinate the offset programme activities implementation for JEP based on the Malaysian Offset Program Management Framework and becomes the integral point for all JEP offset project management activities.
<input type="checkbox"/>	Operating Costs	:	All costs and expenses incurred by the Project Company in the ordinary course of its business.
<input type="checkbox"/>	O&M Agreement	:	Operations and Maintenance Agreement dated 28 September 2015 entered into between JEP and TNB Repair and Maintenance Sdn. Bhd.
<input type="checkbox"/>	Payment Date	:	The date falling six (6) months after the Issue Date and each date falling six (6) months after the preceding Payment Date until (and including) the Maturity Date.
<input type="checkbox"/>	Permitted Indebtedness	:	In respect of the Project Company, to include, inter alia, the following:-
<input type="checkbox"/>		(1) financial indebtedness of the Project Company secured by Permitted Security Interest;	
<input type="checkbox"/>		(2) financial indebtedness under the Project Documents and the Finance Documents;	
<input type="checkbox"/>		(3) RPS;	
<input type="checkbox"/>		(4) to the extent constituting financial indebtedness, any lease or hire-purchase of automobiles or office equipment made in the ordinary course of business by the Project Company, provided that the aggregate amount of such financial indebtedness shall not exceed Ringgit Five Million (RM5,000,000.00) (or its equivalent);	
<input type="checkbox"/>	(5) any financial indebtedness arising from or in connection with the Project Company’s obligations under the Project Documents (including the PPA) to provide any bonds or performance guarantee capped to Ringgit two hundred and sixteen million (RM216,000,000);		

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|-----|---|
| (6) | any financial indebtedness arising from TNB, 3B Power, Mitsui and any permitted transferee of such party that are, except as otherwise permitted under the Transaction Documents, subordinated to the Sukuk Murabahah; |
| (7) | other financial indebtedness which does not exceed, when aggregated with any amounts of financial indebtedness under agreements relating to the issuance of performance bonds, letters of credit or acceptance financing where, in each case, such obligations are for a term of less than one hundred and eighty (180) days and are entered into in the normal course of business, Ringgit One Hundred and Fifty Million (RM150,000,000.00); and |
| (8) | any financial indebtedness arising from hedging facilities entered into during the construction period of the Project of up to the foreign currency amount payable in relation to the engineering, procurement and construction costs under the EPC Contract; and |
| (9) | working capital facilities of up to |

prior to Unit 2 COD: RM250m

from Unit 2 COD to COD + 5 years (inclusive): RM400m
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from COD + 5 years to COD + 10 years (inclusive): RM550m
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from COD + 10 years to COD + 15 years (inclusive): RM550m

from COD + 15 years onwards: RM600m



Permitted Security Interest

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To include, inter alia, the following:
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(1)	those Security Interests contemplated under the Transaction Documents;
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(2)	those Security Interests arising by operation of law and contractual liens and retention of title arrangements, in each case arising in the ordinary course of the Project Company's business provided that the same are in respect of obligations which are not overdue for more than thirty (30) days and for which appropriate segregated cash reserves have been established;
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(3)	any Security Interest which (i) secures the repayment of indebtedness not exceeding five
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			percent (5%) of its net assets; and (ii) is a result of a court order or judgment that is not yet final or is being contested or is discharged within forty-five (45) days of its creation;
			(4) any Security Interest created to secure the Hedging Facilities, the working capital facilities or the PPA Performance Bonds facilities and shared <i>pari passu</i> with the Sukukholders as set out in the section entitled "Details of security/collateral pledged, if applicable" above; and/or
			(5) any other Security Interests expressly permitted under the Sukuk Finance Documents.
<input type="checkbox"/>	Plant	:	Unit 1, Unit 2, and other facilities to be constructed in accordance with the terms and conditions of the PPA and the EPC Contract.
<input type="checkbox"/>	Potential Event of Default	:	Any event or circumstance which, with the giving of notice, the making of any determination by the Sukuk Trustee (where the factual circumstances permit the making of such determination) or the expiry of any grace period (or any combination of the above), and on the basis that it is still continuing, would become an Event of Default.
<input type="checkbox"/>	Power Plant Land	:	A part of the two (2) pieces of land measuring approximately 257 acres currently held under Pajakan Negeri Hakmilik No. 45938 for Lot No. 10878 and Pajakan Negeri Hakmilik No. 45939 for Lot No. 10879, both in Mukim Jimah, Daerah Port Dickson, Negeri Sembilan for the purposes of the Plant and associated facilities.
<input type="checkbox"/>	PPA	:	Power Purchase Agreement dated 22 July 2014 entered into between JEP and TNB (as may be amended or supplemented from time to time).
<input type="checkbox"/>	PPA Performance Bonds	:	The performance bond amounting up to Ringgit Two Hundred and Sixteen Million (RM216,000,000.00) given or to be given or procured for the benefit of TNB in accordance with the terms of the PPA.
<input type="checkbox"/>	Principal Accrual Requirement	:	As at each Monthly Transfer Date and on any other date on which the Principal Accrual Requirement is required to be determined, an amount equal to:
			(a) during the period until Scheduled COD of Unit 2, zero;
			(b) during the period from Scheduled COD of Unit 2 until

			<p>the first principal payment date, a fractional portion calculated on the date of Scheduled COD of Unit 2, equal to one (1) divided by the number of such Monthly Transfer Dates falling between the Scheduled COD of Unit 2 and the first principal payment date of the aggregate principal amount of the tranche of Sukuk Murabahah falling due on the first principal payment date; and</p>
			<p>(c) during the period from the first principal payment date until final maturity date, one sixth (1/6) of the aggregate principal amount of the tranche of Sukuk Murabahah for which the immediately following Profit Payment Date is the maturity date.</p>
<input type="checkbox"/>	Profit Accrual Requirement	:	<p>As at each Monthly Transfer Date after Scheduled COD of Unit 2 and on any other date on which the Profit Accrual Requirement is required to be determined in accordance with the terms of the Deed of Covenants, an amount equal to one sixth (1/6) of the Profit Payment due in respect of the Sukuk Murabahah on the immediately following Payment Date.</p>
<input type="checkbox"/>	Progress Report	:	<p>A report on the progress of construction and commissioning of the Project prepared by the Technical Adviser, which report shall include a description in reasonable detail of the progress of the construction of the Project since the immediately preceding construction report. The report will be based on the information provided by the Project Company from its own monthly progress reports.</p>
<input type="checkbox"/>	Project	:	<p>The financing, design, engineering, procurement, construction, installation, testing, commissioning, ownership, operation and maintenance of the Plant and associated facilities, including the Transmission Line (as defined in the PPA) and Interconnection Facilities (as defined in the PPA), to be located at Kuala Lukut, Mukim Jimah, District of Port Dickson, Negeri Sembilan Darul Khusus, Malaysia.</p>
<input type="checkbox"/>	Project Assets	:	<p>The assets from time to time required by the Project Company for the purposes of the Project or otherwise owned by the Project Company.</p>
<input type="checkbox"/>	Project Completion Date	:	<p>The first date on which all of the following conditions have been complied to the satisfaction of the Security Agent:</p>
			<p>(1) TNB has confirmed in writing that each of the conditions to the Commercial Operation Date of both Units and the Transmission Line and Interconnection</p>

Facilities has been satisfied in accordance with the PPA, and the Project Company has established that the claw-back provisions of clauses 10.4(d) and (e) of the PPA shall not apply and that there are no material unresolved disputes relating thereto;

(2) TNB has confirmed in writing its acceptance of the transfer from the Project Company to TNB of all rights, title and interest to the completed Interconnection Facilities and the Transmission Line and the land titles relating to the site of the Transmission Line;

(3) the Completion Certificate for the Works (as defined in the EPC Contract) has been issued in accordance with the EPC Contract and the Technical Adviser has confirmed that such Completion Certificate for the Works has been properly issued;

(4) the completion certificate (as described in the Transmission Line EPC Contract) has been issued in accordance with the Transmission Line EPC Contract and the Technical Adviser has confirmed that such completion certificate has been properly issued;

(5) the completion certificate (as described in the Transmission Works EPC Contract) has been issued in accordance with the Transmission Works EPC Contract;

(6) the Project Company has discharged in full its payment obligations under the EPC Contract, Transmission Works EPC Contract and Transmission Line EPC Contract or has demonstrated that it has sufficient funds available to enable it to discharge in full all such payment obligations when they fall due and such funds have been placed in a segregated reserve account.

Project Costs :

The costs and expenses associated with the Site, development, design, engineering, procurement, construction, installation, testing, commissioning, ownership, operation and maintenance in respect of the Project that were incurred by the Project Company and accrued prior to the Project Completion Date, and for the purpose of, achieving COD of Unit 2, to the extent that such costs and expenses are included in the Construction Budget. For the avoidance of doubt, Project Costs shall not include Development Costs.

Project :

To include, inter alia, the following:-

Documents

(1)	PPA(including Supplementary PPA);
(2)	EPC Contract (including Supplementary EPC and Second Supplementary EPC);
(3)	Transmission Line EPC Contract between HG Power Transmission Sdn Bhd;
(4)	CSTA (including Supplementary CSTA);
(5)	applicable insurance policies/takaful contracts of the Project Company in respect of the Project;
(6)	all performance and/or maintenance bonds in respect of the Project and all other guarantees, advance payment bonds and other forms of payment or performance security issued in favour of the Project Company pursuant to any Project Document;
(7)	Transmission Works Agreement between TNB and JEP;
(8)	Transmission Works EPC Contract between JEP and Transgrid Ventures Sdn Bhd;
(9)	Ash Disposal Agreement;
(10)	until such time as the Project Company has acquired the Power Plant Land, Sub-Lease Agreement, Supplementary Sub-Lease Agreement and the Sale and Purchase Agreement (Power Plant Land), Supplementary SPA (Power Plant Land), and Second Supplementary SPA (Power Plant Land);
(11)	Jetty Lands Lease Agreement;
(12)	generation licence;
(13)	Offset Agreement;
(14)	Offset Management Services Agreement;
(15)	O&M Agreement between JEP and TNB Repairs and Maintenance Sdn Bhd (" TNB Remaco ");
(16)	Water Pipeline Construction Agreement;
(17)	Ashpond Land Sale and Purchase Agreement, if any;
	such other project documents as advised by the Legal Counsel to the JPA/JLA and mutually agreed between

			the Project Company and the JPA/JLA.
<input type="checkbox"/>	Project Development Agreement	:	The agreement dated 12 October 2015 entered into between the Project Company, TNB and Mitsui in relation to the Development Costs, which shall include but not limited to the services rendered and to be rendered to the Project Company required in developing the Project for the achievement of COD of Unit 1 and the other terms and conditions in respect of the payment of the Development Costs by the Project Company.
<input type="checkbox"/>	Qualifying Bank	LC :	A financial institution which is acceptable to the Security Agent/Sukuk Trustee and which has an unsecured and unsubordinated long term debt rating at or above AA3 / AA- by RAM / MARC.
<input type="checkbox"/>	RENTAS	:	Real Time Electronic Transfer of Funds and Securities.
<input type="checkbox"/>	Restricted Payment Date	:	In relation to any Profit Payment Date, any date during the period beginning on the date that the FSCR Statement delivered with respect to the FSCR determination period ending on such Profit Payment Date (the " FSCR Statement Delivery Date ") is delivered to the Security Agent and ending on the Monthly Transfer Date immediately following such Profit Payment Date.
<input type="checkbox"/>	Ringgit or RM	:	The lawful currency of Malaysia.
<input type="checkbox"/>	RPS	:	Redeemable preference shares.
<input type="checkbox"/>	Sale and Purchase Agreement (Power Plant Land)	:	The sale and purchase agreement in relation to the Power Plant Land entered into between JEP and Jalur Jernih Sdn Bhd dated 13 June 2014, the Supplementary SPA (Power Plant Land) dated 11 September 2014 and the Second Supplementary SPA (Power Plant Land) dated 8 July 2015 (as may be amended or supplemented from time to time).
<input type="checkbox"/>	Scheduled COD	:	In relation to Unit 1, 15 June 2019 and, in relation to Unit 2, 15 December 2019, in each case, as such date may be postponed under and in accordance with the PPA.
<input type="checkbox"/>	Secured Parties	:	Sukuk Trustee, hedging counterparty, PPA Performance Bonds facility provider and working capital facilities provider.
<input type="checkbox"/>	Site	:	The sites in Mukim Jimah, Malaysia where the Plant is to be constructed, including the main and auxiliary sites for the Plant, as described in further detail in the site survey set forth in the EPC Contract and including the sites for

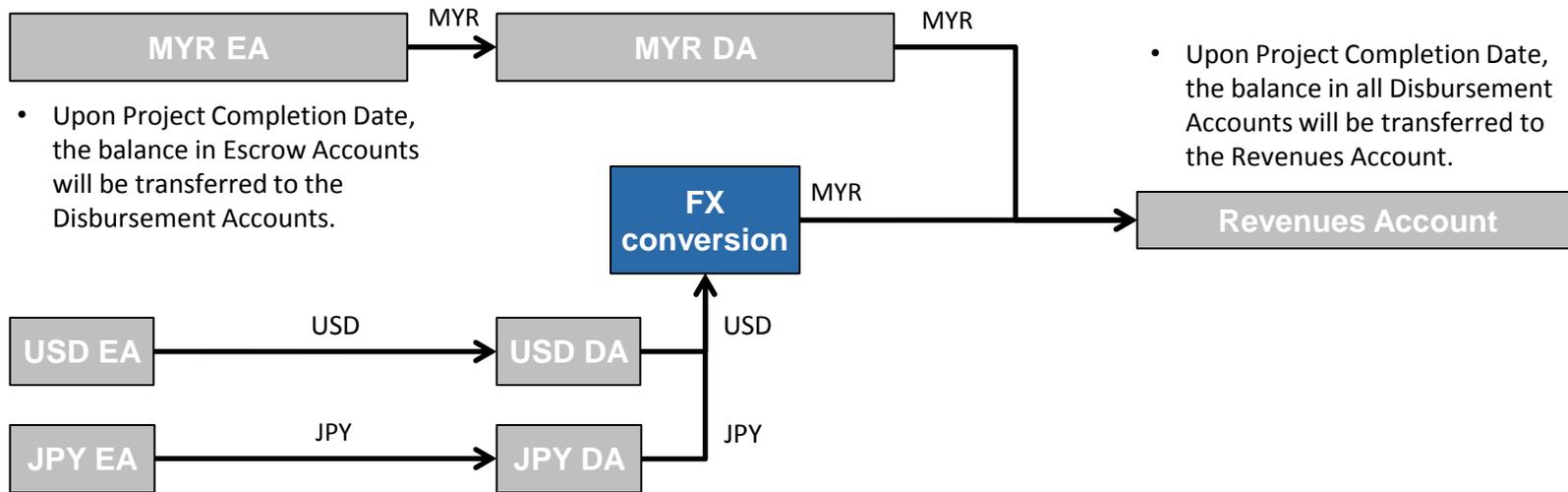
			the Interconnection Facilities.
<input type="checkbox"/>	Sponsors	:	Tenaga Nasional Berhad and Mitsui & Co., Ltd. and any additional sponsors.
<input type="checkbox"/>	Sub-Lease Agreement	:	The sub-lease agreement in relation to the Power Plant Land entered into between JEP, Jalur Jernih Sdn Bhd and Jimah Energy Ventures Sdn Bhd dated 13 June 2014 and the Supplementary Sub-Lease Agreement dated 8 July 2015 (as may be amended or supplemented from time to time).
<input type="checkbox"/>	Sukuk Finance Documents	:	The financing agreements in relation to the Sukuk Murabahah, the Intercreditor Agreement, the Equity Contribution Agreement (and all guarantees and letters of credit issued thereunder), the Deed of Covenants, the Security Documents, the facility agreement, the trust deed and other document (whenever executed) designated as such in writing by the Project Company and the Security Agent.
<input type="checkbox"/>	Total Loss	:	Any damage to all or any substantial part of the Plant which results in an insurance settlement with respect thereto on the basis of a total loss, or a constructive total loss or agreed total loss, pursuant to the terms of and conditions of the insurance maintained by the Project Company (or any contractor) in respect thereof, or any other damage to all or any substantial part of the Plant which results or, in the opinion of the Sukuk Trustee (acting reasonably in consultation with the Insurance Adviser and the Technical Adviser), will result in the same being permanently unfit for use.
<input type="checkbox"/>	Transaction Documents	:	Collectively, the Sukuk Finance Documents and the Project Documents.
<input type="checkbox"/>	Transmission Line EPC Contract	:	The agreement dated 10 July 2015 entered into between the Project Company and HG Power Transmission Sdn Bhd (as may be amended or supplemented from time to time) in connection with the design, engineering, procurement, supply, manufacturing, construction, installation, erection, testing and commissioning of the Transmission Line.
<input type="checkbox"/>	Transmission Works Agreement	:	The agreement dated 9 July 2015 entered into between TNB and the Project Company (as may be amended or supplemented from time to time) in connection with design, engineering, procurement, supply, manufacturing, construction, installation, erection, testing and commissioning of the IPP Works (as defined in the PPA).

<input type="checkbox"/>	Transmission Works EPC Contract	:	The agreement dated 10 July 2015 entered into between the Project Company and Transgrid Ventures Sdn Bhd (as may be amended or supplemented from time to time) in connection with design, engineering, procurement, supply, manufacturing, construction, installation, erection, testing and commissioning of the IPP Works (as defined in the PPA).
<input type="checkbox"/>	Unit	:	Each net 1,000 MW block consisting of consisting of a coal fired steam generator, steam turbine and generator with all auxiliary and ancillary equipment and interconnecting systems as more specifically described in Appendix A of the PPA with all auxiliary and ancillary equipment and interconnecting systems.
<input type="checkbox"/>	Unit 1	:	The first Unit to achieve its Commercial Operation Date.
<input type="checkbox"/>	Unit 2	:	The second Unit to achieve its Commercial Operation Date.
<input type="checkbox"/>	Variable Operating Costs	:	The variable operating costs as set out in the Annual Operating Budget and encompassing only the elements as detailed in the O&M Agreement.
<input type="checkbox"/>	Water Pipeline Construction Agreement	:	The agreement to be entered into by the Project Company in connection with the procurement, supply, construction, installation, testing and commissioning of the water pipeline for purposes of the Project (including any supplemental entered into from time to time).
<input type="checkbox"/>	Yen	:	The lawful currency of Japan.
<input type="checkbox"/>			

Summary of Shariah compliant Project Accounts

Project Company		
Shariah compliant Accounts	Signatory	Format
Escrow Account (“EA”) <ul style="list-style-type: none"> • MYR EA • USD EA • JPY EA 	Security Agent and Project Company	Shariah Compliant
Disbursement Account (“DA”) <ul style="list-style-type: none"> • MYR DA • USD DA • JPY DA 	Security Agent and Project Company	Shariah Compliant
Revenues Account (“RA”)	Security Agent and Project Company	Shariah Compliant
Staff Costs and Petty Cash Account	Project Company	Shariah Compliant
Operating Account	Project Company	Shariah Compliant
Finance Service Account	Security Agent	Shariah Compliant
Finance Service Reserve Account (“FSRA”)	Security Agent	Shariah Compliant
Maintenance Reserve Account (“MRA”)	Project Company	Shariah Compliant
Insurance Proceeds Account	Security Agent and Project Company	Shariah Compliant
Compensation Account	Security Agent and Project Company	Shariah Compliant
Distribution Account	Project Company	Shariah Compliant
USD Distribution Account	Project Company	Shariah Compliant

Funds flows at the Project Completion Date



- Upon Project Completion Date, the balance in Escrow Accounts will be transferred to the Disbursement Accounts.

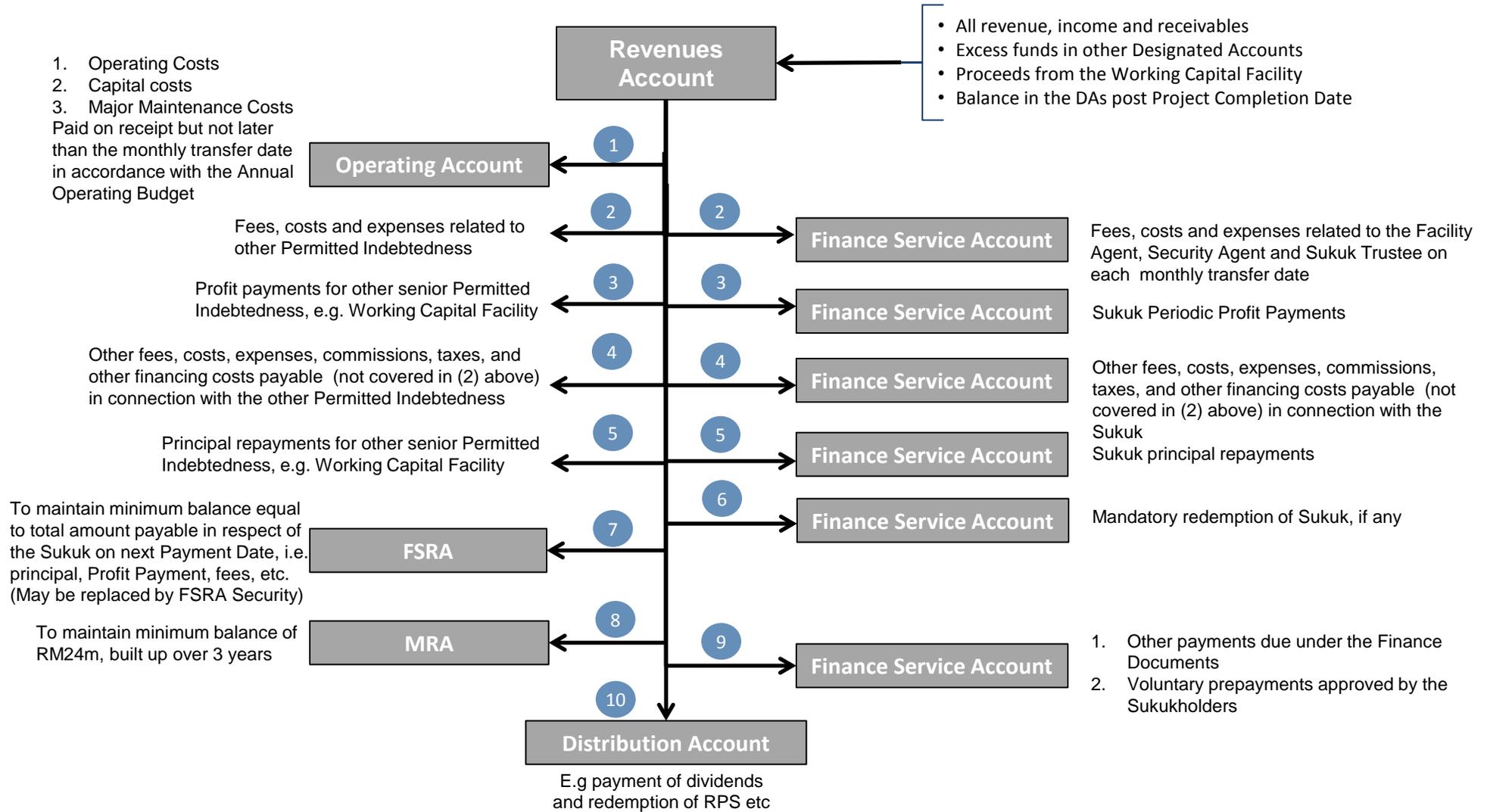
- Upon Project Completion Date, the balance in all Disbursement Accounts will be transferred to the Revenues Account.

The Project Completion Date refers to the date that all of the following conditions have been met:

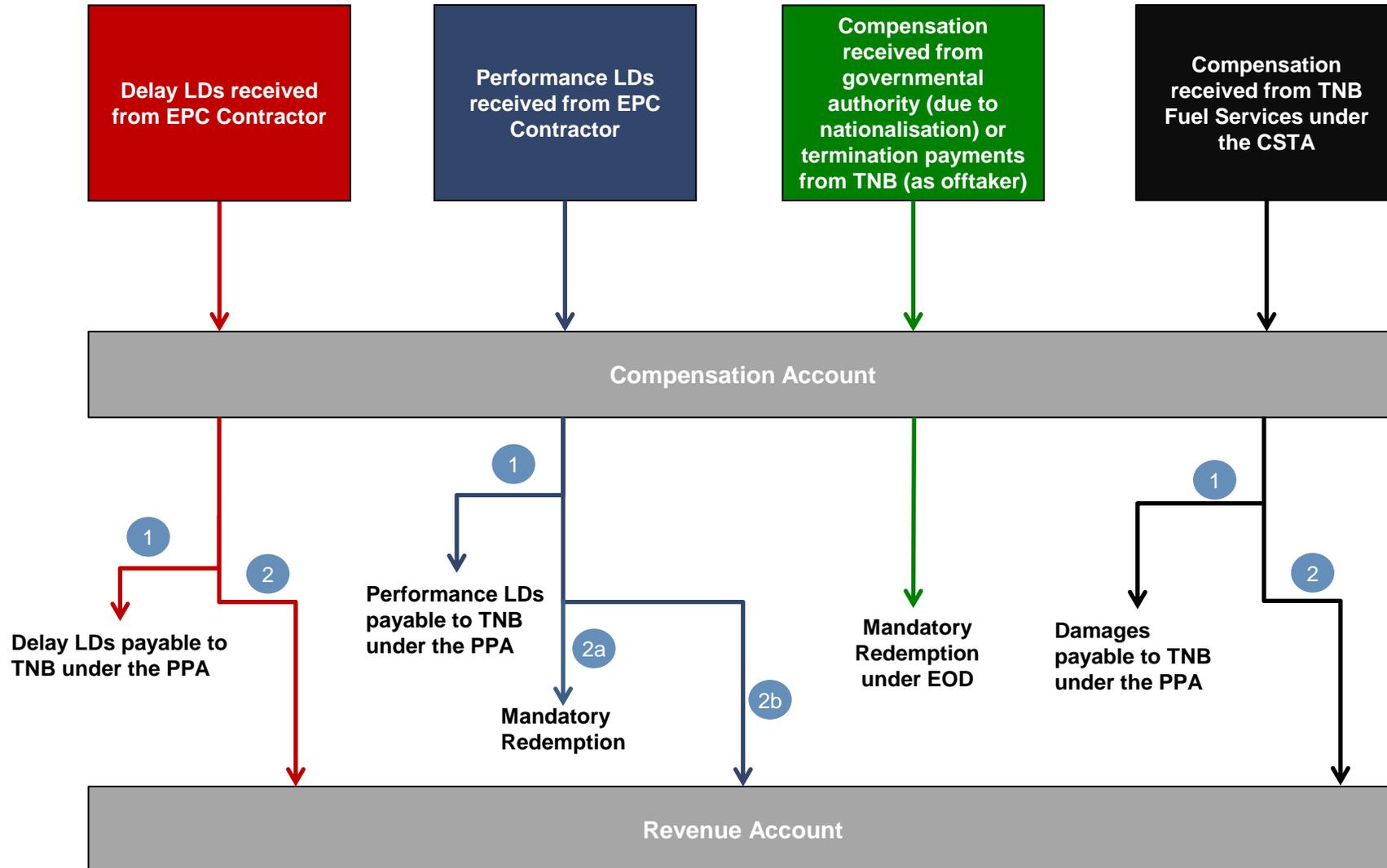
1. no Event of Default has occurred and is continuing;
2. the Technical Adviser has certified the Contractual Available Capacity (as defined in the PPA) of both Units has been established and determined in accordance with the PPA, and TNB has confirmed in writing that each of the conditions to the Commercial Operation Date of both Units and the Transmission Line and Interconnection Facilities has been satisfied in accordance with the PPA, and the Project Company has established that the claw-back provisions of clauses 10.4(d) and (e) of the PPA shall not apply and that there are no material unresolved disputes relating thereto;
3. TNB has confirmed in writing its acceptance of the transfer from the Project Company to TNB of all rights, title and interest to the completed Interconnection Facilities and the Transmission Line and the land titles relating to the site of the Transmission Line;
4. the Completion Certificate for the Works (as defined in the EPC Contract) has been issued in accordance with the EPC Contract and the Technical Adviser has certified that such Completion Certificate for the Works has been properly issued;
5. the completion certificate (as described in the Transmission Line EPC Contract) has been issued in accordance with the Transmission Line EPC Contract and the Technical Adviser has certified that such completion certificate has been properly issued;
6. the completion certificate (as described in the Transmission Works EPC Contract) has been issued in accordance with the Transmission Works EPC Contract and the Technical Adviser has certified that such completion certificate has been properly issued;
7. the completion certificate (as described in the Jetty Construction Contract) has been issued in accordance with the Jetty Construction Contract and the Technical Adviser has certified that such completion certificate has been properly issued;
8. the Project Company has discharged in full its payment obligations under the EPC Contract, Transmission Works EPC Contract, Jetty Construction Contract and Transmission Line EPC Contract or has demonstrated that it has sufficient funds available to enable it to discharge in full all such payment obligations when they fall due and such funds have been placed in a segregated reserve account.

Funds flows from the Commercial Operations Date of each Unit

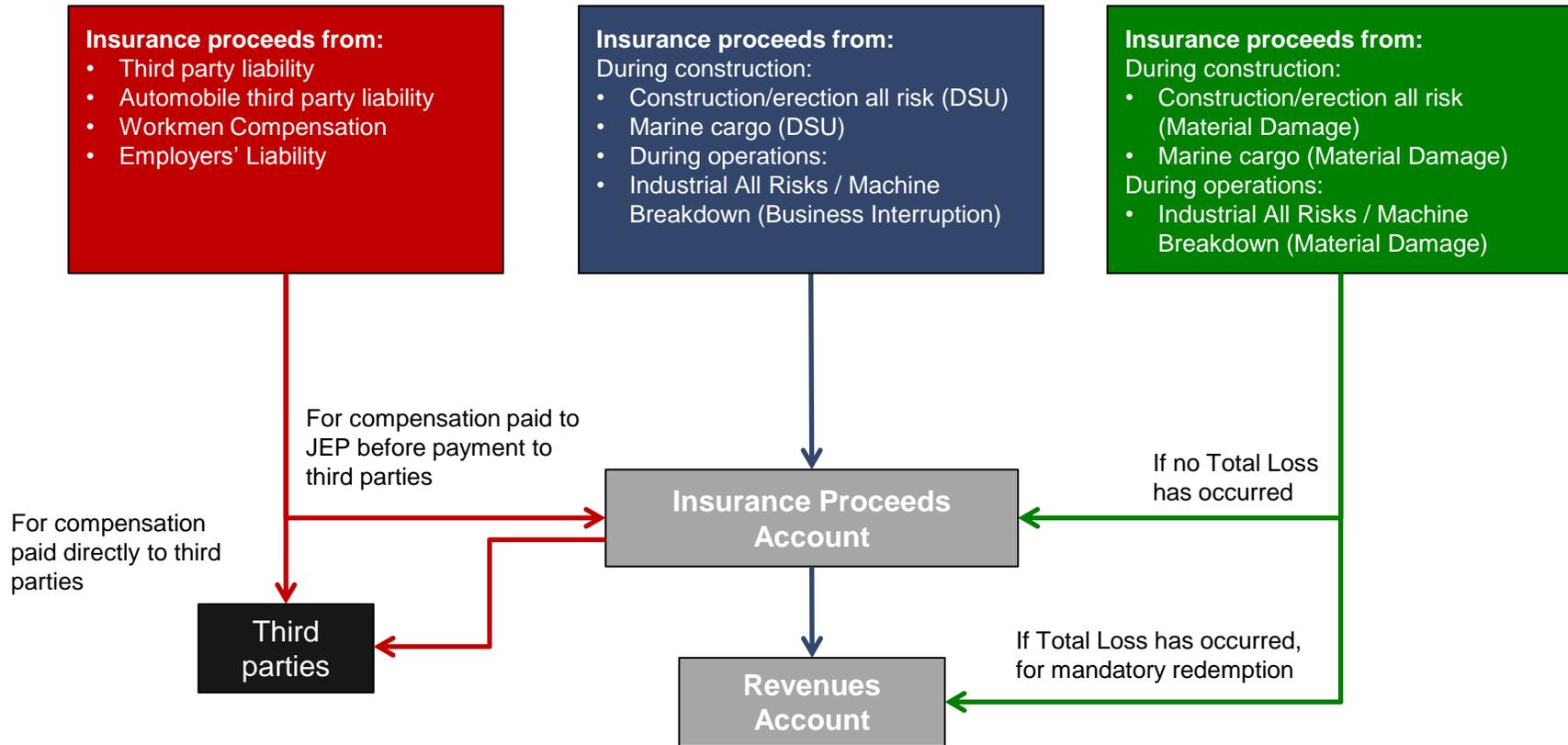
- PPA revenues in relation to Unit 1 and Unit 2 will be received in the Revenues Account from the Commercial Operations Date of each Unit respectively.
- Amounts standing to the credit of the Revenues Account will then be used in the order of priority (“RA Priority Cashflows”)



Treatment of compensation proceeds



Treatment of insurance proceeds



Note: The list of insurance proceeds is not an exhaustive list