
SALIENT TERMS OF THE AGREEMENTS

(A) ISE SSA Agreement1. Overview

- (i) As at the date of the ISE SSA Agreement, the ISE SSA Consideration has been fully paid by PESB to Maser. However, under the ISE SSA, all the liabilities accrued to ISE shall be repaid and resolved before the Completion Date to the effect that ISE is free from any liabilities, including the banking facilities granted by Kuwait Finance House (Malaysia) Berhad ("**KFH**") to ISE ("**KFH Loan**").
- (ii) In view that the KFH Loan has yet to be discharged, the parties mutually agreed to enter into the ISE SSA Agreement to assist the completion of sale and purchase of the ISE Shares. The purpose of the ISE SSA Agreement is to list down the obligations to be fulfilled by both parties and to govern the management of ISE.

2. Events on the date of the ISE SSA Agreement

- (i) On the date of the ISE SSA Agreement,
 - (a) Maser shall handover all relevant documents for the transfer of the ISE Shares ("**Transfer Documents**") to PESB's Solicitors as stakeholder;
 - (b) Maser shall hand over to PESB the possession of Sungai Rek Hydro Power Plant and all other relevant documents for the management of ISE; and
 - (c) the late payment interest in respect of the Balance SSA Consideration in the sum of RM9,959.00 ("**SSA Late Payment Interest**") shall be paid to Maser's solicitors as stakeholder.

3. KFH Loan

- (i) PESB undertakes to procure and obtain financial assistance from a financial institution for repayment of the KFH Loan ("**PESB's Loan**").
- (ii) PESB shall pay the instalment of KFH Loan commencing from 31 May 2017 until the discharge of the KFH Loan. All the instalment payments of KFH Loan paid by PESB, shall be reimbursed by Maser to PESB except for the interest charges in respect of the instalment for KFH Loan after 31 May 2017. For avoidance of doubt, the KFH interest charges shall be borne by PESB starting from 1 June 2017.
- (iii) If the actual redemption sum is higher than the PESB's Loan, the differences shall be paid by Maser.
- (iv) If the actual Redemption Sum is lower than the PESB's Loan, the difference shall be paid by PESB to Maser.
- (v) Before the issuance of the redemption statement by KFH for the repayment of KFH Loan ("**KFH Redemption Statement**"), Maser shall bear the following penalty, charges or late payment interest imposed by KFH if it was by the fault of Maser:
 - (a) penalty or charges for early settlement of KFH Loan; and/or
 - (b) any late payment interest or charges for failure of punctual payment of the KFH Loan instalment.

SALIENT TERMS OF THE AGREEMENTS (CONT'D)

4. Management of ISE

- (i) PESB is deemed to have taken over the management of ISE, including the Sungai Rek Hydro Power Plant commencing from 31 May 2017. Therefore, PESB shall be fully responsible for the management of ISE, including the Sungai Rek Hydro Power Plant as well as all liabilities of ISE being incurred thereafter. PESB shall be entitled to all revenue and profit generated by ISE after 31 May 2017.
- (ii) Maser shall fully bear any claim from any party for any debt of ISE which accrued before 31 May 2017 and also any penalty imposed by the relevant authority against ISE for failure of ISE to comply with the relevant legislation, regulations, by-law, order before 31 May 2017.

5. Events on the date of full payment of the Redemption Sum in respect of KFH Loan (“Second Cut-off Date”)

- (i) On the Second Cut-off Date, the SSA Late Payment Interest shall be released to Maser subject to the following:
 - (a) addition or deduction of the differences between the actual redemption sum and the Estimated Redemption Sum;
 - (b) deduction of any penalty and/or late payment interest imposed by KFH;
 - (c) deduction of any instalment of KFH Loan paid by PESB, excluding the KFH interest charges; and
 - (d) deduction of any costs, damages and losses suffered by PESB due to the management of ISE by Maser before the handover of the management of ISE.(collectively, referred to as “**PESB’s Deductions**”).
- (ii) If the SSA Late Payment Interest is insufficient to repay PESB for the PESB’s Deduction, PESB shall be entitled to deduct the PESB’s Deduction from the money held by Maser’s Solicitors as stakeholder under the ISE DA Agreement or demand the payment of the PESB’s Deductions from Maser as debt owing by Maser to PESB.

6. Completion

- (i) Both the parties agree that the ISE SSA shall be deemed to be completed on the date when the redemption sum in respect of KFH Loan is fully paid (“**ISE SSA Completion Date**”).
- (ii) PESB’s Solicitors shall release the Transfer Documents to PESB on the ISE SSA Completion Date.

SALIENT TERMS OF THE AGREEMENTS (CONT'D)

(B) ISE DA Agreement1. Overview

- (i) As at the date of the Agreement of the ISE DA, Maser, PESB and ISE agreed that the Settlement Sum shall be RM14,535,818.84 in accordance with the calculation as set out in ISE DA, of which RM13,400,000 has been paid to Maser. However, under the ISE SSA and ISE DA, KFH Loan shall be discharged before the Completion Date.
- (ii) In view that the KFH Loan has yet to be discharged, the parties mutually agreed to enter into the ISE DA Agreement to assist the completion of the assignment of Debt to PESB. The purpose of the ISE DA Agreement is to list down the obligations to be fulfilled by the both parties and to govern the payment of remaining Balance Settlement Sum.

2. Events on the Date of the ISE DA Agreement

- (i) On the date of the ISE DA Agreement,
 - (a) Maser shall deliver an undated deed of assignment of Debt executed by Maser to assign the Debt to PESB ("**DOA**") to PESB's Solicitors, as stakeholder; and
 - (b) The remaining Balance Settlement Sum of RM1,135,818.84 ("**Remaining Balance Settlement Sum**") and late payment interest in respect of the Balance Settlement Sum of RM171,151.67 ("**DA Late Payment Interest**") shall be paid to Maser's solicitors as stakeholder.

3. Events on the Second Cut-off Date

- (i) On the Second Cut-off Date, the Remaining Balance Settlement Sum and the DA Late Payment Interest shall be released to Maser subject to the PESB's Deductions.
- (ii) If the Remaining Balance Settlement Sum and the DA Late Payment Interest are insufficient to repay PESB for the PESB's Deduction, PESB shall be entitled to deduct the PESB's Deduction from the money held by Maser's Solicitors as stakeholder under the ISE SSA Agreement or demand the payment of the PESB's Deductions from Maser as debt owing by Maser to PESB.

4. Completion

- (i) Both the parties agree that the ISE DA shall be deemed to be completed on the date when the redemption sum in respect of KFH Loan is fully paid ("**ISE DA Completion Date**").
- (ii) PESB's Solicitors shall release the DOA to PESB on the ISE DA Completion Date.