

DATED THIS _____ DAY OF _____ 202[●]

BY

[●]
(Company Registration No. [●] ([●]))
("Party Applicant")

NEDA CREAM DEED OF ACCESSION TO
NEDA FRAMEWORK AGREEMENT

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NEDA CREAM DEED OF ACCESSION

THIS NEDA CREAM DEED OF ACCESSION is made on the day of 202[●];

BY:

[●] (Company Registration No. [●] ([●])) (the **Party Applicant**), a company incorporated in Malaysia and having its registered office at [●];

WHEREAS:

- (A) By the NEDA Framework Agreement dated 21 May 2018 made between the Original Parties named therein and by virtue of any NEDA Deed of Accession entered by any Acceding Party before the date of this NEDA CREAM Deed of Accession, the NEDA Parties agreed to give effect to and be bound by the NEDA Guidelines.
- (B) The Party Applicant has complied with the requirements of the NEDA Guidelines as to accession and wishes to be admitted as a NEDA Party.
- (C) By the acceptance of this NEDA CREAM Deed of Accession by the Single Buyer, the Party Applicant shall be admitted as an Acceding Party under the NEDA Framework Agreement and a NEDA Party for the purposes of the NEDA Guidelines in accordance with the terms and conditions of the NEDA Framework Agreement.
- (D) The Guidelines for Community Renewable Energy Aggregation Mechanism (the **CREAM Guidelines**) has been developed to provide guidelines on the operation of the Community Renewable Energy Aggregation Mechanism (**CREAM**) to regulate the direct procurement of green electricity generated from the rooftop solar photovoltaic power generation system owned by the rooftop solar photovoltaic plant owner to local green consumer via electricity supply network owned by TNB in Peninsular Malaysia.

IT IS HEREBY AGREED:

1. DEFINITIONS

- 1.1 In this NEDA CREAM Deed of Accession, words and expressions which are defined in the NEDA Framework Agreement, the NEDA Guidelines and the CREAM Guidelines shall (unless it is otherwise defined herein or the context otherwise requires) have the same meanings when used in this NEDA CREAM Deed of Accession.

2. EFFECTIVE DATE

- 2.1 This NEDA CREAM Deed of Accession shall be effective on the date of this NEDA CREAM Deed of Accession (the **Effective Date**).

3. PARTY APPLICANT BECOMES NEDA PARTY

3.1 With effect on and from the Effective Date:

- (a) the Party Applicant has agreed to be bound by the NEDA Guidelines and the CREAM Guidelines and to give effect to the terms of this NEDA CREAM Deed of Accession;
- (b) the Party Applicant hereby accepts its admission as a NEDA Party and undertakes with the NEDA Parties to perform and to be bound by the NEDA Framework Agreement as a NEDA Party as from the Effective Date; and
- (c) for all purposes in connection with the NEDA Framework Agreement, the Party Applicant shall as from the Effective Date be treated as a signatory of the NEDA Framework Agreement and, from the Effective Date, this NEDA CREAM Deed of Accession shall form part of the NEDA Framework Agreement and the rights and obligations of the NEDA Parties shall be construed accordingly.

4. COMMUNITY ACCESS CHARGE AND BANK GUARANTEE

4.1 **Community Access Charge**

- (a) The Party Applicant shall pay the Single Buyer the Community Access Charge, as defined in the CREAM Guidelines, for the use of electricity supply network and associated services.
- (b) The Party Applicant shall be liable to a Community Access Charge which is based on the Party Applicant's monthly output supply.
- (c) Any amount which is due and payable under this Clause 4.1 which has not been paid by its due date shall accrue interest calculated on a simple basis at the rate equal to one percent (1%) above the base rate per annum then in effect at the principal office of Malayan Banking Berhad (or its successor-in-title), from the date such amount was due (including such date) until the date such amount is fully paid (excluding such date).

4.2 **Bank Guarantee for Community Access Charge**

- (a) The Party Applicant shall secure the performance of its payment obligations in relation to the Community Access Charge and any interest thereunder, under the CREAM Guidelines and this NEDA CREAM Deed of Accession by providing to TNB, not later than seven (7) days from the Effective Date, an irrevocable, unconditional and on-demand bank guarantee issued by a commercial bank in Kuala Lumpur reasonably acceptable to TNB (the **Bank Guarantee**), in the form set out in the Exhibit [*Form of Bank Guarantee*], for an amount (the **Bank Guarantee Amount**) calculated as follows:

BANK GUARANTEE AMOUNT	BGA = CAC_R x Export Capacity x CF x 24 hours x 90 days
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where:

- BGA** = the Bank Guarantee Amount (in RM);
- CAC_R** = the applicable Community Access Charge (in RM/kWh) as published in the Energy Commission’s website at www.st.gov.my;
- Export Capacity** = the Export Capacity (in MW) registered during registration; and
- CF** = the applicable Capacity Factor (in %) which has the value of 40%.

- (b) The Bank Guarantee shall permit drawings by TNB thereunder to satisfy the payment obligation of the Party Applicant in relation to the Community Access Charge and any interest thereunder under the CREAM Guidelines and this NEDA CREAM Deed of Accession. TNB shall be entitled to immediately draw on the Bank Guarantee for any failure by the Party Applicant to make payment to the Single Buyer for the Community Access Charge and any interest chargeable thereupon. If any drawing on the bank guarantee is made by TNB in accordance with this NEDA CREAM Deed of Accession which results in the balance of the Bank Guarantee falling below the Bank Guarantee Amount, the Party Applicant shall promptly replenish the Bank Guarantee to the full amount within seven (7) days of such drawing.
- (c) For avoidance of doubt, any costs incurred for the Bank Guarantee shall be borne entirely by the Party Applicant. TNB shall be entitled from time to time during the validity period of the Bank Guarantee in its absolute right and discretion to revise the Bank Guarantee Amount as and when required by TNB. If the Bank Guarantee Amount is revised by TNB, the Party Applicant shall within thirty (30) days from the date of the written request from TNB, provide new Bank Guarantee for such revised Bank Guarantee Amount.
- (d) In the event the Party Applicant revises the Export Capacity in accordance with the NEDA Guidelines, the Party Applicant will be required to provide a new bank guarantee matching the new Export Capacity. If such revision is downward, the Party Applicant may, subject to TNB’s agreement, retain the previously submitted Bank Guarantee.
- (e) The Party Applicant is under strict obligation to ensure that the Bank Guarantee is a continuing guarantee to secure the performance of its payment obligations under this NEDA CREAM Deed of Accession. The Bank Guarantee shall remain valid for a term of five (5) years beginning from the

Effective Date. Subsequently, the Party Applicant shall renew the Bank Guarantee within seven (7) days prior to the expiry of the Bank Guarantee. Such arrangement shall continue until the Party Applicant ceases to be a NEDA Party. Notwithstanding the above, the Bank Guarantee shall also be made to be valid for ninety (90) days after a Cessation Approval is issued to the Party Applicant under the NEDA Guidelines.

- (f) If the Party Applicant fails to furnish, replenish or renew the Bank Guarantee as described in this Clause 4.2 to TNB within the given time frame or for the prescribed duration of validity, as the case may be, then TNB shall immediately terminate this NEDA CREAM Deed of Accession, by giving notice to the Party Applicant. In the case of the Party Applicant registered under the NEDA Guidelines, the Party Applicant shall automatically cease to be a party to the NEDA Framework Agreement upon its receipt of such notice from TNB; and this NEDA CREAM Deed of Accession shall cease to have any further force and effect and neither party shall have any claims against the other under it save for any claim arising from any antecedent breach.

5. EXCESS ENERGY

5.1 Right to Sell Excess Energy

- (a) The Party Applicant may only sell Excess Energy to the Single Buyer if its Bilateral Energy Supply Contract with a Local Green Consumer has expired or is prematurely terminated, and evidence of such expiry or termination has been submitted to the Single Buyer. If the Party Applicant fails to provide to the Single Buyer such evidence of expiry or termination, the Party Applicant shall not be eligible to sell Excess Energy and no payment for Excess Energy or any other energy shall be due to the Party Applicant for the relevant Billing Period.
- (b) Subject to the Party Applicant having complied with the provisions of Clause 5.1(a), the rate applicable for the Excess Energy delivered to the Distribution System shall be (i) RM0.08 per kWh; or (ii) any other rate as may be determined by the Energy Commission or a committee chaired by the Energy Commission; or (iii) any other rate as prescribed in the CREAM Guidelines.
- (c) The Community Access Charge shall not be applicable in the sale and purchase of Excess Energy.

6. BILLING AND PAYMENT

6.1 Community Access Charge Settlement Invoice

- (a) This Clause 6.1 shall exclusively apply to settlement under the CREAM Guidelines for the use of electricity supply system and associated services.

- (b) The Single Buyer shall send an invoice to the Party Applicant for the Community Access Charge owed to the Single Buyer by the Party Applicant in respect of each relevant Billing Period within seven (7) working days after the end of the relevant Billing Period. The Community Access Charge for each Billing Period shall be determined based on the formula below:

COMMUNITY ACCESS CHARGE	$CAC_m = (MR_{LEGA} - EE_m) \times CAC_R$
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where:

CAC_m = the Community Access Charge (in RM) for the Billing Period;

EE_m = the Excess Energy (in kWh) as determined in Clause 6.2(a);

CAC_R = the applicable Community Access Charge (in RM/kWh) as published in the Energy Commission’s website at www.st.gov.my;

MR_{LEGA} = the reading taken from M_{LEGA} (in kWh) as defined in the CREAM Guidelines; and

m = an index referring to each Billing Period.

- (c) The invoice referred to in Clause 6.1(b) above shall also include any other NEDA charges, fees, surcharges and taxes as may be introduced by the Government.
- (d) The Party Applicant shall pay the amounts owed to the Single Buyer in relation to the Billing Period as invoiced by the Single Buyer, within thirty (30) days of the date of the invoice.

6.2 Excess Energy Payment

- (a) Subject to Clause 5.1, the Single Buyer may purchase and accept any Excess Energy in each day of the Billing Period. The amount of Excess Energy for each Billing Period shall be determined based on the formula below:

EXCESS ENERGY	$EE_m = Y \times P_{LGC}$
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where:

EE_m = the Excess Energy (in kWh) for the Billing Period provided always that if the value of EE_m as determined in the formula above is less than 0, then the value of EE_m shall be zero (0);

- Y** = the lower of:
- (i) the MR_{LEGA} ; or
 - (ii) the declared maximum monthly energy output under the CREAM Guidelines (in kWh);
- P_{LGC}** = the percentage of the energy allocated for the withdrawn Local Green Consumer; and
- m** = an index referring to each Billing Period.

- (b) The Excess Energy shall be sold to the Single Buyer under NEDA framework at the Excess Energy Rate, subject to the Distribution System condition. The Community Access Charge shall not be applicable for the Excess Energy supplied by the Local Community Solar Plant.
- (c) The Party Applicant may send an invoice to the Single Buyer for amounts owed to the Party Applicant by the Single Buyer in respect of each relevant Billing Period within seven (7) working days after the end of the relevant Billing Period, which shall be based on the pricing principles and formula outlined below:

EXCESS ENERGY PAYMENT	$EEP_m = EE_m \times EER$
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where:

- EEP_m** = the Excess Energy Payment (in RM) for the Billing Period;
- EE_m** = the Excess Energy (in kWh) as determined in Clause 6.2(a);
- EER** = the Excess Energy Rate (in RM/kWh), being:
- (i) RM0.08 per kWh; or
 - (ii) any other rate as may be determined by the Energy Commission or a committee chaired by the Energy Commission; or
 - (iii) any other rate as prescribed in the CREAM Guidelines; and
- m** = an index referring to each Billing Period.

- (d) If a Party Applicant refuses or otherwise fails to provide to the Single Buyer access to the M_{LEGA} , no payment shall be made for Excess Energy for the relevant Billing Period.

- (e) Any submission of Excess Energy payment to the Single Buyer after 14th of the month, the amount shall be automatically offset against the invoice for the Community Access Charge in the subsequent Billing Period, without further notice.

6.3 Set Off

- (a) Where the Single Buyer is under an obligation under the CREAM Guidelines to make any payment to the Party Applicant, the Single Buyer may (but shall not be obliged to) set off such payment against any amounts the relevant Party Applicant owes the Single Buyer in pursuant to the settlements under the CREAM Guidelines.
- (b) In the event that Community Access Charge is higher than the Excess Energy payment, the Single Buyer shall offset the amount due for Excess Energy against the applicable Community Access Charge.

7. MISCELLANEOUS

- 7.1 This NEDA CREAM Deed of Accession and the NEDA Framework Agreement shall be read and construed as one document and references (in or pursuant to the NEDA Framework Agreement) to the NEDA Framework Agreement (howsoever expressed) should be read and construed as a reference to the NEDA Framework Agreement and this NEDA CREAM Deed of Accession.
- 7.2 If any provision of this NEDA CREAM Deed of Accession or any part thereof shall become or be declared illegal, invalid, void or unenforceable for any reason whatsoever, then such term or provision shall be divisible from this NEDA CREAM Deed of Accession and shall be deemed to be deleted from this NEDA CREAM Deed of Accession without affecting the operation of the remaining terms and/or provisions of this NEDA CREAM Deed of Accession which shall remain valid to the fullest extent permitted by law. Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith on mutually agreed new terms to be substituted for the provision or part thereof so found to be illegal, invalid, void or unenforceable.
- 7.3 The Party Applicant acknowledges and agrees that TNB shall be entitled to assign, novate or transfer any of its interest, rights and obligations in whole or in part under the NEDA Framework Agreement and this NEDA CREAM Deed of Accession to any other person without the prior written consent of the Party Applicant. Accordingly, the Party Applicant agrees and undertakes to execute such agreements and do such things as may be required by TNB to give effect to such assignment, novation or transfer.
- 7.4 For the purposes of this NEDA CREAM Deed of Accession, the Party Applicant's details for notices shall be as follows:

Address: [●]
Attention: [●]
Telephone: [●]

Facsimile: [●]
Email: [●]

If the Party Applicant changes its notice details as set out above, the Party Applicant shall provide the Single Buyer with prompt notice of any such changes prior to effecting the same.

- 7.5 This NEDA CREAM Deed of Accession shall be read together with the NEDA Guidelines and the CREAM Guidelines. This NEDA CREAM Deed of Accession shall be governed by and construed in accordance with the laws of Malaysia.
- 7.6 The Party Applicant shall bear its own costs, including its legal costs, arising from and/or in connection with this NEDA CREAM Deed of Accession.
- 7.7 This NEDA CREAM Deed of Accession shall be duly stamped and all stamp duties in relation thereto shall be borne by the Party Applicant.

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EXHIBIT

FORM OF BANK GUARANTEE

TO: TENAGA NASIONAL BERHAD
(Company Registration No. 199001009294 (200866-W))
[Address]

WHEREAS:

- (A) By a NEDA CREAM Deed of Accession to the NEDA Framework Agreement dated [●] (the "**NEDA CREAM Deed of Accession**") by [●] (**Company Registration No.: [●]**) (the "**Party Applicant**"), a company incorporated under the laws of Malaysia and having its registered office at [●], the Party Applicant has agreed to be bound by the NEDA Guidelines and Guidelines for Community Renewable Energy Aggregation Mechanism (the "**CREAM Guidelines**") and to give effect to the terms of the NEDA CREAM Deed of Accession.
- (B) Under Clause 4.2 of the NEDA CREAM Deed of Accession, the Party Applicant is obliged to provide a bank guarantee (the "**Bank Guarantee**") to TNB as security for the due performance by the Party Applicant of its payment obligations under the NEDA CREAM Deed of Accession.

In consideration of TNB accepting our obligations herein contained in discharge of the Party Applicant's obligation to provide the Bank Guarantee, we, **[Full name and address of bank]** hereby irrevocably and unconditionally agree to pay to you an amount up to Ringgit Malaysia [●] (RM) only (the "**Bank Guarantee Amount**") and accordingly covenant with you and agree as follows:

1. Upon receipt of a written demand made by you upon us from time to time or at any time and without being entitled or obliged to make any enquiry either of you or of the Party Applicant, and without the need for you to take legal action against or to obtain the consent of the Party Applicant, and notwithstanding any objection by the Party Applicant and without any further proof or conditions and without any right of set-off or counterclaim, we shall forthwith pay to you the amount or amounts specified in such demand or demands, not exceeding in aggregate the Bank Guarantee Amount; it being confirmed that you may make as many separate demands hereunder as you think fit. Such payment or payments shall be made by transfer to an account in your name at such bank in such place as you shall direct. You shall not be obliged to exercise any other right or remedy you may have before making a demand under this Bank Guarantee.
2. Your demand shall be conclusive evidence of our liability to pay you and of the amount of the sum or sums which we are liable to pay to you. Our obligation to make payment under this Bank Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including without

limitation and whether or not known to us or you:

- (a) any time or waiver granted to the Party Applicant or any other person;
 - (b) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the Party Applicant or any other person;
 - (c) any legal limitation, disability or incapacity relating to the Party Applicant or any other person;
 - (d) any dispute between you and the Party Applicant or any allegation that the Party Applicant has claims against you or any objection or representation made to us by the Party Applicant;
 - (e) any variation of or amendment to the NEDA CREAM Deed of Accession or any other document or security so that references to the NEDA CREAM Deed of Accession in this Bank Guarantee shall include each such variation and amendment to the NEDA CREAM Deed of Accession;
 - (f) any unenforceability, invalidity or frustration of any obligations of the Party Applicant or any other person under the NEDA CREAM Deed of Accession or any other document or security; and
 - (g) any other fact, circumstance, provision of statute or rule of law which might reduce our liability to be secondary rather than primary, and/or entitle us to be released in whole or in part from our obligation.
3. This Bank Guarantee shall continue to remain valid and full force and effect until [●] and/or ninety (90) days after the Party Applicant ceases to be a NEDA Party. If you give us a written and signed notice on or before the date of expiration of this Bank Guarantee or any subsequent extension thereof pursuant to the stipulation to extend the Bank Guarantee, we shall: (i) automatically extend the Bank Guarantee for the period requested from the original date of expiration of this Bank Guarantee or from the expiration date of the extension(s) which may have been subsequently made as indicated in the request for extension, or (ii) pay you the undrawn amount of this Bank Guarantee.
4. Any payment made hereunder shall be made free and clear of, and without deduction or set-off for or on account of any liability whatsoever including, without limitation, any present or future taxes, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.
5. The benefit of this Bank Guarantee and all rights and powers hereunder may be assigned by you.
6. Capitalised expressions used in this Bank Guarantee, which are not otherwise defined herein, shall have the meanings attributed to them in the NEDA CREAM Deed of Accession.

7. This Bank Guarantee shall be governed by and construed in accordance with the laws of Malaysia and we hereby agree to submit to the exclusive jurisdiction of the courts located in Kuala Lumpur, Malaysia over any claim arising out of this Bank Guarantee.

IN WITNESS WHEREOF this Bank Guarantee has been executed on the day of 202[●]

The Common Seal of)
[Bank] was hereunto)
affixed in the presence of:)

OR

Signed, Sealed and Delivered by)
for and on behalf of)
[Bank] in the presence of:)