DATED THIS DAY OF 202[●]

[●]
(Company Registration No.: [●]**)**
("PARTY APPLICANT")

NEDA CRESS DEED OF ACCESSION TO THE
NEDA FRAMEWORK AGREEMENT

THIS NEDA CRESS DEED OF ACCESSION is made on this day of 202[●] (the "**NEDA CRESS Deed of Accession**") by [●], a company incorporated under the laws of Malaysia (Company Registration No.: [●]) and having its registered office at [●] (the "**Party Applicant**").

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 CRESS 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 CRESS 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 Corporate Renewable Energy Supply Scheme for Peninsular Malaysia has been developed to provide guidelines on the operation of the Corporate Renewable Energy Supply Scheme to regulate the direct procurement of electricity generated from the renewable energy plant owned by the interested renewable energy developer to renewable energy consumer via electricity supply network owned by TNB in Peninsular Malaysia.

NOW IT IS HEREBY AGREED as follows:

1. In this NEDA Corporate Renewable Energy Supply Scheme for Peninsular Malaysia ("CRESS") Deed of Accession, words and phrases defined in or for the purposes of the NEDA Framework Agreement and not otherwise defined herein shall have the meanings ascribed thereto under the NEDA Framework Agreement.

2. The Party Applicant has agreed to be bound by the NEDA Guidelines and Guidelines for Corporate Renewable Energy Supply Scheme for Peninsular Malaysia ("CRESS Guidelines") and to give effect to the terms of this NEDA CRESS Deed of Accession.

3. 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 date hereof.

4. For all purposes in connection with the NEDA Framework Agreement, the Party Applicant shall as from the date of this NEDA CRESS Deed of Accession be treated as a signatory of the NEDA Framework Agreement and, from the date of this NEDA CRESS Deed of Accession, this NEDA CRESS Deed of Accession shall form part of the NEDA Framework Agreement and the rights and obligations of the NEDA Parties shall be construed accordingly.

5. This NEDA CRESS 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 CRESS Deed of Accession.

6. If any provision of this NEDA CRESS Deed of Accession is or becomes invalid, unenforceable or illegal or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this NEDA CRESS Deed of Accession, which shall continue in full force and effect notwithstanding the same.

7. This NEDA CRESS Deed of Accession will be read together with the NEDA Guidelines and Renewable Energy System Access Agreement entered into between the Party Applicant and TNB. This NEDA CRESS Deed of Accession shall be governed by and construed in accordance with the laws of Malaysia.

8. The Party Applicant shall bear its own costs, including its legal costs, arising from and/or in connection with this NEDA CRESS Deed of Accession.

9. This NEDA CRESS Deed of Accession shall be duly stamped and all stamp duties in relation thereto shall be borne by the Party Applicant.

10. It is further agreed by the Party Applicant as follows:

10.1 **SYSTEM ACCESS CHARGE**

10.1.1 Party Applicant shall pay Single Buyer the System Access Charge, as defined in the CRESS Guidelines, for the use of electricity supply system and associated services.

10.1.2 The Party Applicant shall be liable to a System Access Charge which is based on such Party Applicant's output supply category in effect at any half hour period, whether Firm Output or non-Firm Output. A higher rate of System Access Charge is applicable to a Party Applicant with a non-Firm Output supply.

10.1.3 When a Party Applicant under a Firm Output supply category subsequently ceases to offer a Firm Output by reason of unavailability of energy storage due to a planned or unplanned outage, it shall be subject to the System Access Charge applicable to Party Applicant with a non-Firm Output supply category.

10.1.4 In calculating the System Access Charge, Single Buyer shall definitively and exclusively use the Grid System Operator's determination of the Party Applicant's output, namely whether such output is Firm Output or non-Firm Output in any half hour period. Such determination shall be made in accordance with the procedures under the Renewable Energy System Access Agreement entered into between the Party Applicant and TNB.

10.1.5 Any amount which is due and payable under this Clause 10.1 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).

10.2. **BANK GUARANTEE FOR SYSTEM ACCESS CHARGE**

10.2.1 Party Applicant shall secure the performance of its payment obligations for System Access Charge and any interest thereunder, under the CRESS Guidelines and this NEDA CRESS Deed of Accession by providing to TNB, not later than seven (7) days after the date of execution of this NEDA CRESS Deed of Accession, an irrevocable, unconditional and on-demand bank guarantee issued by a commercial bank in Kuala Lumpur reasonably acceptable to TNB, in the form set out in Exhibit 1. The bank guarantee would be required for both Firm Output and non-Firm Output and for each case for an amount determined as follows:

Bank Guarantee Amount	$\text{BGA} = \text{SAC}_{\text{R}} \times \text{Export Capacity} \times \text{CF} \times 24 \text{ hours} \times 90 \text{ days}$

where:

BGA	=	the Bank Guarantee amount (in RM);
SAC_{R}	=	means the applicable System Access Charge (in RM/kWh) applicable to a Party Applicant with a Firm Output supply or a non-Firm Output supply, as the case may be, as published in the Energy Commission's website at www.st.gov.my
Export Capacity	=	means the export capacity (in kW) of the Green Energy Plant as recorded during registration.
CF	=	means the applicable Capacity Factor of; (a) forty percent (40%) in the case of Firm Output; or (b) twenty percent (20%) in the case of non-Firm Output

10.2.2 The bank guarantee shall permit drawings by TNB thereunder to satisfy the payment obligation of the Party Application under the CRESS Guidelines. If any drawing on the bank guarantee is made by TNB in accordance with this NEDA CRESS 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.

10.2.3 If the Party Applicant fails to furnish, replenish or renew the bank guarantee as described in Clause 10.2.1, 10.2.2 10.2.4, 10.2.5 or 10.2.6 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 CRESS Deed of Accession, by giving notice to the Party Applicant. In the case of a Party Applicant registered under NEDA, 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 CRESS 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.

10.2.4 For avoidance of doubt, any costs incurred for such bank guarantee shall be borne entirely by the Party Applicant. TNB shall have the right to revise the value of the bank guarantee at all times whenever TNB deems required during the validity period of the bank guarantee. If such revised bank guarantee value is required by TNB as aforesaid, Party Applicant shall provide the said revised bank guarantee within thirty (30) days upon TNB written notice to Party Applicant.

10.2.5 In the event a Party Applicant revises the Export Capacity of its Green Energy Plant 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.

10.2.6 The bank guarantee shall remain valid for a term of five (5) years beginning from the date that Party Applicant is admitted as a NEDA Party. Subsequently, the Party Applicant shall renew the bank guarantee within seven (7) days prior to the expiry of the relevant 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.

10.2.7 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 the CRESS Guideline.

10.2.8 TNB shall have the right to immediately call on the bank guarantee for any failure by Party Applicant to make payment to Single Buyer for the System Access Charge and any interest chargeable thereupon.

10.3 **EXCESS ENERGY**

10.3.1 **Right to Sell Excess Energy**

10.3.1.1 A Party Applicant may only sell Excess Energy to Single Buyer if its Bilateral Energy Supply Contract with a Green Consumer has expired or is prematurely terminated, and evidence of such expiry or termination has been submitted to Single Buyer. If the Party Applicant fails to provide to 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.

10.3.1.2 If Excess Energy is delivered to the Grid System, the rate applicable for such Excess Energy shall be 8 sen/kWh or such other rate as prescribed under the CRESS Guidelines.

10.3.1.3 The System Access Charge would not be applicable in the sale and purchase of Excess Energy.

10.4 BILLING AND PAYMENT

10.4.1 System Access Charge Settlement Invoice

10.4.1.1 This section shall exclusively apply to settlement under the CRESS Guidelines for the use of electricity supply system and associated services.

10.4.1.2 Single Buyer shall send an invoice to the Party Applicant for amounts owed to 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, which shall be based on the pricing principles and formula outlined below, taking into account the different System Access Charges applicable at different half-hour periods during a given Billing Period:

(a) In the case of a Party Applicant that declares itself as a Party Applicant with a Firm Output supply and Clause 10.4.1.2(c) does not apply, the System Access Charge will be determined as follows –

System Access Charge	$\text{SAC (daily)} = \sum_{i=1}^{48} (\text{MR}_{RED_i} - EE_i) \times \text{SAC}_{F_i}$

(b) In the case of a Party Applicant that declares itself as a Party Applicant with a non-Firm Output supply, the System Access Charge will be determined as follows –

System Access Charge	$\text{SAC (daily)} = \sum_{i=1}^{48} (\text{MR}_{RED_i} - EE_i) \times \text{SAC}_{NF_i}$

(c) In the case of a Party Applicant that declares itself as a Party Applicant with a Firm Output supply, but at any half-hour period during the Billing Period, its energy storage becomes unavailable due to a planned or unplanned outage the System Access Charge will be determined as follows –

System Access Charge	$\text{SAC (daily)} = \sum_{i=1}^{48} [(\text{MR}_{RED_{F_i}} - EE_i) \times \text{SAC}_{F_i}] + [(\text{MR}_{RED_{NF_i}} - EE_i) \times \text{SAC}_{NF_i}]$

where:

SAC	=	System Access Charge (in RM) for such Billing Period;
MR_{RED}	=	The reading taken from M_{RED} (in kWh) as defined in CRESS Guidelines (in kWh);
EE	=	Excess Energy as calculated in 10.4.2.1
SAC_F	=	The applicable System Access Charge applicable to Party Applicant with a Firm Output supply as published in the Energy Commission's website at www.st.gov.my
SAC_{NF}	=	The applicable System Access Charge applicable to Party Applicant with a non-Firm Output supply as published in the Energy Commission's website at www.st.gov.my
i	=	an index referring to each half hour period of each day of the Billing Period;
$MR_{RED_{NF}}$	=	The reading taken from M_{RED} (in kWh) as defined in CRESS Guidelines (in kWh) during unavailability of the energy storage due to planned or unplanned outage (in kWh)

10.4.1.3 The Party Applicant shall pay the amounts owed to Single Buyer in relation to the Billing Period as invoiced by Single Buyer, within thirty (30) days of the date of the invoice.

10.4.2 **Excess Energy Payment**

10.4.2.1 Subject to Clause 10.3.1, Single Buyer may purchase and accept any Excess Energy in each Billing Period. The amount of Excess Energy shall be determined based on the formula below:

Excess Energy	$\text{EE (daily)} = \sum_{i=1}^{48} Y_i \times P_{GC_i}$

where:

Y	=	The lower of; (a) the MR_{RED}; or (b) the Declared Maximum Monthly Quantity (DMMQ) under the CRESS Guidelines (in kWh)

P_{GC}	=	The percentage of the energy allocated for the withdrawn Green Consumer
i	=	an index referring to each half hour period of each day of the Billing Period;

Provided always that when the value of EE as determined in the formula above is less than 0, then EE shall be 0.

10.4.2.2 The Excess Energy shall be sold to Single Buyer under NEDA framework at the Excess Energy Rate, subject to system conditions, as advised by the Grid System Operator. The System Access Charge shall not be applicable for the Excess Energy supplied by the Green Energy Plant.

10.4.2.3 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	$EEP = EE \times EER$

where:

EEP	=	Excess Energy Payment (in RM);
EE	=	Excess Energy as calculated in 10.4.2.1 (in kWh)
EER	=	Excess Energy Rate; 8 sen per kWh or as defined in CRESS Guidelines.

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

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

10.4.3 **Set Off**

10.4.3.1 Where the Single Buyer is under an obligation under CRESS Guidelines to make any payment to a 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 CRESS Guidelines.

10.4.3.2 In the event that System Access Charge is higher than the Excess Energy payment, Single Buyer shall offset the amount due for Excess Energy against the applicable System Access Charges.

Net System Access Charge	NSAC = SAC − EEP

where:

NSAC	=	Net System Access Charge (in RM);
SAC	=	System Access Charge, as defined in CRESS Guidelines ;
EEP	=	Excess Energy Payment, as defined in CRESS Guidelines ;

11. 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 CRESS 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.

12. For the purposes of this NEDA CRESS 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 Single Buyer with prompt notice of any such changes prior to effecting the same.

[*The remainder of this page has been intentionally left blank.*]

IN WITNESS WHEREOF, the Party Applicant hereunto have caused this NEDA CRESS Deed of Accession to be duly executed on the day and year first above written.

Signed for and on behalf of [●] in the presence of:	)))))
…….	……
Company Secretary/Director	Director

EXHIBIT 1

FORM OF BANK GUARANTEE

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

WHEREAS:

(A) By a NEDA CRESS Deed of Accession to the Neda Framework Agreement dated by [●], a company incorporated under the laws of Malaysia (Company Registration No.: [●]) and having its registered office at [●] (the "**Party Applicant**"). The Party Applicant has agreed to be bound by the NEDA Guidelines and Guidelines for Corporate Renewable Energy Supply Scheme for Peninsular Malaysia ("CRESS Guidelines") and to give effect to the terms of this NEDA CRESS Deed of Accession.

(B) Under Clause 10.2 of the Agreement, the Purchaser is obliged to provide a bank guarantee ("**Bank Guarantee**") to TNB as security for the due performance by the Purchaser of its payment obligations under the Agreement.

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 Agreement or any other document or security so that references to the Agreement in this Bank Guarantee shall include each such variation and amendment to the Agreement;

(f) any unenforceability, invalidity or frustration of any obligations of the Party Applicant or any other person under the Agreement or any other document or security; and

(g) any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking.

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 Agreement.

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:)