

**THIS SUPPLEMENTAL AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2015

Between

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as the “**Distribution Licensee**”)

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as the “**Feed-In Approval Holder**”)

(The Distribution Licensee and the Feed-In Approval Holder are hereinafter collectively referred to as the “**Parties**”; and the term “**Party**” refers to either one of them, as the context may require).

**WHEREAS:**

- A. On \_\_\_\_\_, the Feed-In Approval Holder has been granted a feed-in approval bearing number \_\_\_\_\_(hereinafter referred to as the “Feed-In Approval”) by Sustainable Energy Development Authority Malaysia (hereinafter referred to as the “**Authority**”) pursuant to the Renewable Energy Act 2011 (hereinafter referred to as the “**Act**”).
- B. The Parties has entered into a Renewable Energy Power Purchase Agreement (hereinafter referred to as ‘the Principal Agreement’) dated the \_\_\_\_\_day of \_\_\_\_\_20 \_\_\_\_\_, pursuant to subsection 12(1) of the Act.
- C. In consideration of the mutual covenants and agreements set forth in this Supplemental Agreement, the Parties hereby agree to varied the terms and conditions of the Principal Agreement.

**NOW IT IS HEREBY AGREED** As follows:

1. **INTERPRETATIONS**

- 1.1 The Principal Agreement shall remain in full force and effect and this Supplemental Agreement is a supplemental to the Principal Agreement and except where the context otherwise requires, words and expressions defined in the Principal Agreement bear the same meaning when used herein, including recitals.
- 1.2 The Principal Agreement shall be varied in accordance with the terms herein contained with effect from the date hereof (“**Effective Date**”).

**CLAUSE 2: VARIATION TO THE PRINCIPAL AGREEMENT**

2.1 In consideration of the Feed-In Approval Holder to sell and deliver the Renewable Energy Services utilising Solar photovoltaic to the Distribution Licensee and the Distribution Licensee shall purchase and accept the supply of Renewable Energy Services utilising Solar photovoltaic, the Parties hereto agree that the Principle Agreement shall be amended and varied as follows:

(a) The Parties hereby agree that a new Clause 7A shall be added immediately after Clause 7 of the Principal Agreement as follows:

**“CLAUSE 7A: TAX**

“ Each party shall pay all present and future taxes (whether national, state or local) imposed on it and shall pay all other duties, imposts, assignments, levies, fees, costs and expenses of any kind (whether or not to a Government Entity) necessary to assure the performance of its obligations under this Agreement.”

**CLAUSE 3: MISCELLANEOUS**

3.1 Inconsistency

In the event of any inconsistency arising between this Supplemental Agreement and the Principal Agreement, this Supplemental Agreement shall prevail subject only to the variation herein contained.

3.2 Survivor of Covenants

The Parties hereto agree that all of the terms and conditions, covenants and provision of the Principal Agreement shall continue to remain in full force and effect.

3.3 Cost and Stamp duty

The Feed-In Approval Holder shall solely bear the stamp duties, legal cost and fees in preparation and execution of this Supplemental Agreement.

3.4 Successors-in-Titles

This Supplemental Agreement shall be binding upon the respective personal representatives, legal representative, successors-in-title and assigns of the Parties hereto.

3.5 Governing Law

This Supplemental Agreement shall be governed by and construed in accordance with the laws of Malaysia.

***(The remainder of this page is intentionally left blank)***

**IN WITNESS WHEREOF** the Parties hereto have hereunto set their hands and seal on the day and year first above written.

SIGNED For and on behalf of )  
The Distribution Licensee )  
)

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in the presence of: )  
)  
)

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SIGNED For and on behalf of )  
The Feed-In Approval Holder )  
)  
)

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in the presence of: )  
)  
)

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