



ASTRUM ENERGY

Your trusted solar power supplier

Application for

Solar Power Purchase Agreements (PPA)
Retail Licence Exemptions
in Western Australia

TAI FENG (WA) PTY LTD t/a ASTRUM ENERGY

Email: ryan@tf-group.com.au

Yichen YU (Ryan)

Table of Contents

<i>1.0 Corporate Information</i>	<i>2</i>
<i>1.1 Applicants Details</i>	<i>2</i>
<i>1.2 Contact Detail</i>	<i>2</i>
<i>1.3 Company Structure.....</i>	<i>3</i>
<i>1.4 Business Requirement</i>	<i>4</i>
<i>2.0 Financial Information</i>	<i>5</i>
<i>3.0 Product Disclosure Statement</i>	<i>5</i>
<i>4.0 Relevant Experience</i>	<i>5</i>
<i>5.0 Other equivalent licences, exemptions or authorisations to operate</i>	<i>8</i>
<i>6.0 Public Interest Information.....</i>	<i>13</i>
<i>7.0 Appendix A - Declaration of Financial Solvency.....</i>	<i>14</i>
<i>8.0 Appendix B – Product Disclosure Statement.....</i>	<i>15</i>
<i>SCHEDULE 1.....</i>	<i>23</i>

1.0 Corporate Information

TAI FENG (WA) PTY LTD, trading as ASTRUM ENERGY, is a Western Australia based Proprietary Limited Company, owns an office in Perth City area.

1.1 Applicants Details

Applicants Details	
Legal Name	TAI FENG (WA) PTY LTD
Trading Name	ASTRUM ENERGY
Registered Office	C/- Western Accounting Suite 8, 643 Newcastle Street Leederville WA 6007
Principal Place of Business	C/- ASTRUM ENERGY Unit 14, 1 Braid St Perth WA 6000

1.2 Contact Detail

Contract Details	
Name of Primary Contract	Mr. Yichen YU (Ryan)
Postal Address	C/- ASTRUM ENERGY Unit 14, 1 Braid St Perth WA 6000
Telephone Number	Business : 08-9228 8439 Mobile : (+61) 450 750 731
E-mail	ryan@tf-group.com.au

1.3 Company Structure

Company Structure	
ABN	36 614 376 028
ACN	614 376 028
Legal Structure	Proprietary Limited Company
Company Directors	Mr. Enjie SHEN (Jack) Mrs. Xiaoyan CHEN (Kitty)

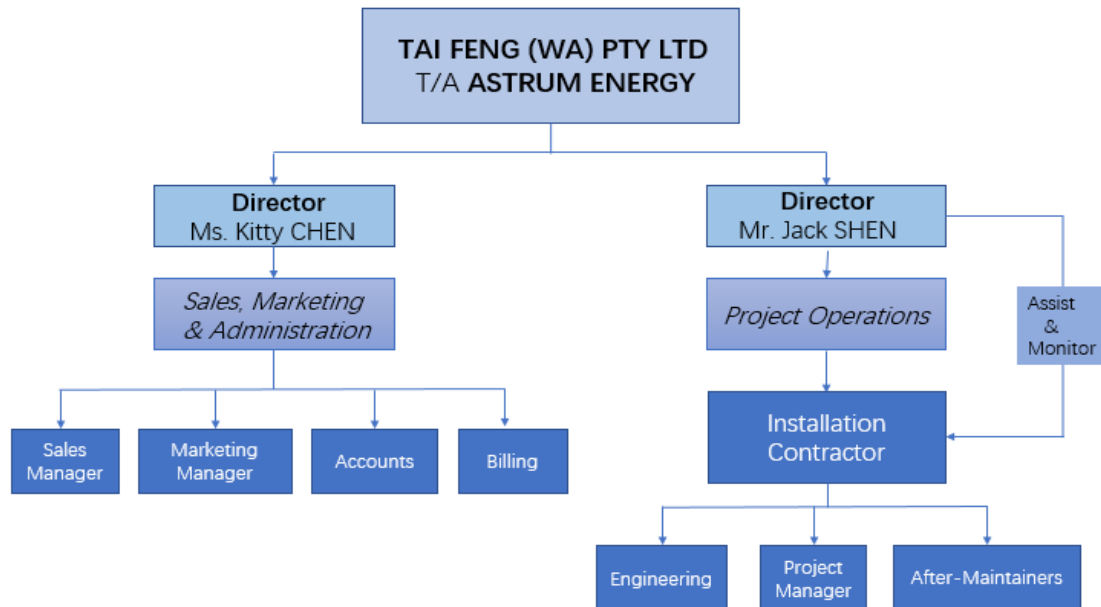
Description of Primary Business Activities

Astrum Energy is a Solar PPA developer and financier, primarily collaborate with national network solar retailers and installers.

As a Solar Company, we provide high quality products including on-grid solar PV system, hybrid PV system, off-grid solar PV system and microgrids.

Our installation contractors will assist our clients (i.e. residential, commercial, industrial and non-profit clients) with design, project development, installation and maintenance, operation monitoring as well as problem solving.

COMPANY ORGANIZATIONAL CHART



Associated Entities

Astrum Energy is not associated with any other associated entities.

1.4 Business Requirements

Business Model

Astrum Energy is to explore and develop more SPPA (Solar Power Purchase Agreement) to the medium to large scale business companies, which will incur virtually zero upfront cost to clients. Clients will benefit in getting more options from the current energy market, help client reduce cost from previous electricity trading and significantly no initial capital input in power investment.

Astrum Energy focus on medium-scale investment at the beginning of business, thereby decreases the financial risk as well. We expect a growing rate of 10 clients annually with SPPA sizing from 30KW to 500KW over the next 3 years.

2.0 Financial Information

Appendix A includes a declaration of financial solvency

3.0 Product Disclosure Statement

Appendix B includes the proposed Product Disclosure Statements (PDS)

4.0 Relevant Experience

Astrum Energy is a solar ‘project finance expert’, registered in Western Australia in 2016. Our company directors had running the businesses and had offering the same services as SPPA for more than 14 years in China.

Astrum Energy understands intimately the Australian solar marketplace, our local sub-contractors must be professional and experienced solar installation companies which are able to provide high standard installation service and warranty (including maintaince, replacement, reassembling, etc) in order to fulfil the SPPA contract obligations.

Focusing the company achievement in the last two years, Astrum Energy had accomplished 15 different projects with total capacity of 3850.5KW. Each project’s capacity varies from 100KW to 624KW. Our main clients are commercial industries and related government departments.

Selected works performed by Astrum Energy in China for the reference system are as followed during the last two years.

Project 1:

Client: *Zhejiang Jiaxing Pinghu Guangchen Town Water Corporate Co. Ltd*

Area: *Around 6000sqm.*

Total Capacity and Grid-Connected Date: *624KW on 4th Aug 2016*

Solar Panel: *Polycrystalline 265W*1946pcs and 170W*400pcs*



Project 2:

Client: *Zhejiang Jiaxing Pinghu Harbor Administration Department*

Area: *Around 2000sqm.*

Total Capacity and Grid-Connected Date: *120KW on 18th Aug 2016*

Solar Panel: *Polycrystalline 265W*452pcs*



Project 3:

Client: *Zhejiang Jiaxing Pinghu Government Dang Lake Sub-district Office
Department*

Area: *Around 2000sqm.*

Total Capacity and Grid-Connected Date: *100KW on 26th Sep 2016*

Solar Panel: *Polycrystalline 265W*350pcs*



Project 4:

Client: *Zhejiang Jiaxing Pinghu City Federation of Trade Unions*

Area: *Around 2200sqm.*

Total Capacity and Grid-Connected Date: *100KW on 28th Sep 2016*

Solar Panel: *Polycrystalline 265W*401pcs*



Project 5:

Client: *Zhejiang Jiaxing Pinghu Bureau of Agricultural Economics*

Area: *Around 2500sqm.*

Total Capacity and Grid-Connected Date: *160KW on 02th Nov 2016*

Solar Panel: *Polycrystalline 265W*603pcs*



Project 6:

Client: *Zhejiang Jiaxing Pinghu City Transportation Center*

Area: *Around 7000sqm.*

Total Capacity and Grid-Connected Date: *500KW on 24th Nov 2016*

Solar Panel: *Polycrystalline 265W*1860pcs*



Project 7:

Client: *Jiangshu Yangzhou Zhongda Cable Co. LTD*

Area: *Around 3500sqm.*

Total Capacity and Grid-Connected Date: *334KW on 24th Dec 2016*

Solar Panel: *Polycrystalline 265W*1260pcs*



Project 8:

Client: *People's Government of Zhejiang Jiaying Pinghu City Guangchen Town*

Area: *Around 6000sqm.*

Total Capacity and Grid-Connected Date: *310KW on 13th Jan 2017*

Solar Panel: *Polycrystalline 275W*1107pcs*



Project 9:

Client: *Zhejiang Jiaxing Pinghu City Youth Palace*

Area: *Around 1500sqm.*

Total Capacity and Grid-Connected Date: *115KW on 23th Jan 2017*

Solar Panel: *Polycrystalline 275W*420pcs*



Project 10:

Client: *Zhejiang Jiaxing Pinghu City Water Corporate Co. Ltd*

Area: *Around 7000sqm.*

Total Capacity and Grid-Connected Date: *300KW on 24th Jan 2017*

Solar Panel: *Polycrystalline 275W*1090pcs*



Project 11:

Client: *Zhejiang Jiaxing Pinghu City North Gate Farmers Market*

Area: *Around 4000sqm.*

Total Capacity and Grid-Connected Date: *320KW on 12th Apr 2017*

Solar Panel: *Polycrystalline 265W*1224pcs*



Project 12:

Client: *Zhejiang Jiaxing Pinghu Environmental Health Administration
Department*

Area: *Around 4000sqm.*

Total Capacity and Grid-Connected Date: *213KW on 09th Jun 2017*

Solar Panel: *Polycrystalline 285W*752pcs*



5.0 Other equivalent licences, exemptions or authorisations to operate

Details of whether the applicant holds, or has previously held or been subjected to, an energy selling retail licence, licence exemption or retailer authorization in any Australian State or Territory, including Western Australia.

Astrum Energy has never held any energy selling retail licence or licence exemption in any State or Territory.

Detail about any breaches of those licences, exemptions or authorisations, where a penalty or enforcement order was applied.

N/A-no licence or exemption held

Detail of any current or ongoing investigations about an alleged breach of a licence, exemption or authorization.

N/A-no licence or exemption held

6.0 Public Interest Information

<p><i>Environment</i></p>	<p>Renewable energy systems are widely known to be an effective solution in reducing carbon footprints and contributing towards the green star energy ratings of building. Approval of this exemption will give ASTRUM ENERGY to promoting low carbon and renewable solar energy in Western Australia.</p>
<p><i>Social Welfare</i></p>	<p>Astrum Energy intends on offering affordable solar system solutions in terms of rates and contracts for both residential and commercial customers. Those customers will save their limited readily available capital and minimal upfront cost to achieve those renewable solar energy.</p>
<p><i>Regional Development</i></p>	<p>Being a solar system financier, Astrum Energy will create business growth in Western Australia and hire local services and labor for installation and maintenance for regional development.</p>
<p><i>Customer Interests</i></p>	<p>Astrum Energy will provide an alternative energy option by working with customer's needs. And provide customer the best performance with our strongly knowledge with solar system and our in-depth support after.</p>
<p><i>Licenses Interests</i></p>	<p>Approval of the exemption will give Astrum Energy chance to support its customers, and the opportunity to expand its customer base. From the other point of view, the arrangement will provide Astrum Energy a source of income for more advanced battery storage and home energy management offerings in future.</p>
<p><i>Competition in the Market</i></p>	<p>Astrum Energy will increase Western Australian's access to solar PPAs, and increase the competition in both solar industry and electricity market by approval this exemption.</p>
<p><i>Policy Objectives</i></p>	<p>Astrum Energy will broaden public access to alternative energy providers and will improve Western Australian's access to alternative energy sources and contractual arrangements by approval this exemption</p>

7.0 Appendix A - Declaration of Financial Solvency

Attached a written Declaration of Financial Solvency

**Government of Western Australia
Department of Finance
Public Utilities Office**

20th July 2017


To Whom it may concern,

Dear Sir or Madam

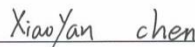
We, Mr. Enjie SHEN and Mrs. Xiaoyan CHEN, Directors from Tai Feng (WA) Pty Ltd trading as Astrum Energy, declare that:

- an administrator, receiver or insolvency official has not been appointed to control any part of the business or its property;
- no application or resolution has been passed or steps taken to wind up the applicant's company; and
- the applicant is not aware of any other factors that may impede the company's ability to finance and service solar PPA customers under the proposed business model.

Yours Sincerely



Mr. Enjie SHEN
Director of Tai Feng (WA) Pty Ltd
T/A Astrum Energy



Mrs. Xiaoyan CHEN
Director of Tai Feng (WA) Pty Ltd
T/A Astrum Energy

8.0 Appendix B – Product Disclosure Statement

Background & Introduction

This Product Disclosure Statement is provided by Tai Feng (WA) Pty Ltd ABN 36 614 376 028 trading as ASTRUM ENERGY, which in accordance with Solar Power Purchase Agreements(SPPA), comply with the offer client agree with us amongs the Industry and Consumer Guidelines.

Astrum Energy is the provider of the SPPA which has been developed in partnership with XXX Solar company.

According to the SPPA, client has fully authorized ASTRUM ENERGY to engineer, procure, construct and operate solar PV system on their facilities, the electricity generated from the solar PV system will be sold to the clients at a fixed rate as pre-determined in Schedule 1.

Benefits from our SPPA include but not limited to

- A no-cost method to increase NABERS points & reduce carbon footprint of the environment.
- No capital or operational cost, meaning no allocation of limited resources, debt or risk for a non-core asset.
- Flexibile to buy & own at any time at the market depreciated value.

Our SPPA is distinct from a standard or non-standard contract that you have with your Licenced Electricity Retailer (LER). The electricity generated by the solar PV System may not be the sole electricity source at the site and can be combined with the existing grid connection to provide a portion of the client's electricity supply needs.

Contact Detail

Our Details are as follows:

Name: Astrum Energy
Address: Unit 14, 1 Braid St, PERTH 6000
Telephone: (08) 9228 8439
Email: info@tf-group.com.au

Retailer &/or Supplier licences and Exemption

As required by State, Territory or Federal law, Astrum Energy (Supplier) must obtain:

- An exemption from a Retailer licence; and/or
- A supplier licence or exemption from the Supplier Licence, at its own expense.

Astrum Energy (The Supplier) warrants that it has obtained, or will obtain prior to first electricity sold, an exemption from a retailer licence for the electricity supplied. Under this exemption the Customer is informed that:

- The Supplier is not an licenced retailer
- The Supplier is not bound by all obligations under the Electricity Industry Act 2004 (WA) or its subsidiary legislation relevant to licensees, including the obligation to be a member of the Electricity Ombudsman Scheme that apply to an licenced seller.
- The Supplier is bound by all other relevant customer protection legislation.

The supply of Electricity under this SPPA is subject to the Australian Consumer Law (ACL). You have a range of rights that are outlined on the ACL website: <http://consumerlaw.gov.au/>

Solar Power Panel System and Meter Reading

Ownership

Astrum Energy shall retain Legal ownership of the solar power panel system at all times during the Term.

Installation & Connection

Astrum Energy with its installation team agree to design, install, connect, operate and maintain the solar power panel system at the Premises.

Subject to the terms and conditions herein stated, and in consideration for the client entering into this agreement for the term. The client is not required to pay an installation fee, unless the client has breached this agreement.

Astrum Energy will also take its responsible applying Western Power for our client to connecting the Solar System.

Access

The Client agrees to provide Astrum Energy with uninterrupted access to the roof of the Premises for the preceding Installation, at such times that Astrum Energy reasonably requires.

Warranty

Astrum Energy will provide the Clients with a twenty (20) year warranty on the solar power panel system from the commissioning date. In the event if the system is found to be defective, or have been installed defectively, Astrum Energy shall promptly rectify this, at their cost, in order to return the system to good working order as soon as reasonably practicable, provided that Astrum Energy has been notified within the warranty period.

Maintenance

Astrum Energy shall maintain the solar power panel system at the premises to ensure that it is in good working order at all times and shall be responsible for making good any reasonable wear and tear to the system. The Clients must grant Astrum Energy uninterrupted access to the roof of the Premises when required by the Astrum Energy, at a reasonably agreed day and time.

Damage

The Client agrees and acknowledges that Astrum Energy is not required to rectify any damage or abuse to the solar power panel system at the Premises unless such damage is directly caused by Astrum Energy. In the event if the client abuses, damages, or causes damage to the solar power panel system, the client is required to promptly pay Astrum Energy and/or its Installation Team, for such damage to be rectified and the system restored to good working order.

For any other Natural Disaster Damage, Astrum Energy will claim the insurance to cover the loss, which cost to Astrum Energy.

On the other side, you do not have any direct obligations to the network

provider (Western Power) but under your supply agreement with your grid retailer, you may be liable for any damages caused by the solar power system.

Meter Reading

Astrum Energy shall install and use a metering device of accuracy consistent with Western Australian Electricity Legislation requirements to determine quantity of solar electricity supplied to the Clients.

In the event if the Metering System is found to be inaccuracy or functioning improperly, the correct amount of net energy output delivered to the client during the period for which inaccurate measurements were made shall be determined using the previous Four weeks working days average usage amount from the accuracy meter box creating the bills for the customers, and an inaccurate meter shall be replaced or repaired at the cost of Astrum Energy.

Contact Detail for Solar System

Any System Warranty, Maintenance, Repair and other issues can be directed contact:

Responsible Person: Mr. Yichen YU
Phone to: (08) 9228 8439
Email to: ryan@tf-group.com.au
Writing to: Astrum Energy
Unit 14,1 Braid Street, Perth 6000

Commencement

Your energy contract begins on the day that you accept whether you do this by signing our offer form, verbally accepting an offer made over the telephone by accepting online, or otherwise. However, we will not start selling you energy unless and until:

- We are satisfied with your eligibility for our offer
- We are satisfied with your credit worthiness
- The solar system had been installed and shall be used.

Contract Term

A Contract Term is negotiable, typical term range from 15 to 20 years with an option for the client to purchase the system after a pre-determined time.

Options at the end of contract

At the end of the contract terms of this PPA, the ownership of the whole system will transfer to Client, and Astrum Energy will provide you with options to either;

- Renew the contract term, renew another set of contract terms with a new PPA and T&Cs in place by negotiable with Astrum Energy.
- Take ownership of the system with the negotiable price outlined in current PPS T&Cs (Schedule 1 Item 12). Furthermore, you shall become responsible for the maintenance, cleaning and repair the whole solar PV system.
- If Client want to remove the whole solar power panel system, fee will be applicable to client by our installment term for a rate **\$X / Watt** for System removal fee based on per Watt of install solar PV capacity at the premises. However, if just a small area of solar panel need to remove for example 10kw. The cost for remove fee will be 10kw*\$X/Watt calculated by this way.

(Remove Fee = Total Watt of removed system area * \$X/Watt)

Price, Fees and Charges

Price per unit and rate increases

Client agree to pay Astrum Energy for usage of electricity generated by the solar power panel system at a rate of **\$X cents per kWh**, (attached Schedule 1), plus Good and Service tax and any relevant fees.

Our team will outline the system estimated generation output and client's estimated first year payment (attached Schedule 1, Item 11).

System estimated generation output: **X kWh**

Client's estimated first year cost: **\$X**

The size of the system to be installed is specially designed for your property and your power needs

The rate will be adjusted annually for a fixed rate **X%** increasing at the date of commencement the whole system by negotiation with Client.
(Attached Schedule 1, Item 6)

Other Fees and Charges

- Late payment fee will be applied if you are late in bill payment.
 - A cancellation fee will be applied if you want to cancel the agreement before the final installation.
 - An exit fee will be applied if you want to end the agreement before its contractual term.
 - A reactivation fee will be applied if the system has been shut off due to anything related to client's issue.
 - System removal fee will be applied if the client ask us to do before the contractual term.
 - Paper bill service charge for having paper bills sent though by mails.
- All those fees above, will outline the amount in Schedule 1, Item 10.

Billing and Payment

Bill will be issued Monthly by email within 7 days of the last day of the billing period as listed out in the T&Cs. (attached Schedule 1)

Each bill will clearly specify client's usage of solar power electricity and method of calculation.

A payment processing fee may apply when you pay a bill using a payment method that results in us incurring a Bank service charge.

You may pay your bills by:

- Master Card or VISA by calling us on (08) 9228 8439 or online transaction with your invoice number as reference.
- Direct Debit form your Cheque, Savings, or daily transaction account.
- Authorises Astrum Energy to debit any monies owing from a valid Credit Card provided.

Early Termination rights

Termination rights and Obligations of the Customer;

The Customer may terminate this agreement at any time, but if the client wishes to end the PPA before its term or move out current company operating premises before the PPA term. The Customer shall notify Astrum Energy in writing not less than 30 business days.

And the client has several options to choose:

- To purchase the whole system equipment at the applicable depreciated Value in T&Cs to be negotiated with us.
- By paying the early exit fee to be negotiated per Watt with us and outlined in Schedule 1, which is designed to ensure that Astrum Energy receive a fair return on the investment we made in the system. therefore, the disconnect and remove of the equipment from your property will cost to Astrum Energy.
- Arrange the new owner to take over the service or negotiated a new PPA replace. But will be check whether the new owner meet our credit requirements or not.
- Find and assist Astrum Energy to move the system to another property, and an applied re-installation fee will be cost to Customer.

The Clients also have rights to terminate the PPA if Astrum Energy breach's the agreement as specify in T&Cs, without correcting within 14 business days of written notice.

Astrum Energy's Termination Rights;

Astrum Energy also may terminate the PPA at any time with writing notify not less than 30 business days to clients as well.

We may terminate the agreement if:

- The PPA agreement keep causing Astrum Energy financial losses.
- The customer has supplied False or misleading information for the agreement.
- Disconnected point to the grid connection.

In these cases, the customer has no rights to claim against Astrum Energy any costs or liabilities acquired as a result of the termination by Astrum Energy.

Complaint Handling

Complaints and any other issues can be directed to:

Phone to: (08) 9228 8439
Email to: info@tf-group.com.au
Writing Notice to: Astrum Energy
Unit 14,1 Braid Street, Perth 6000

All complaints will be responded to within 5 working days and resolved with 14 business days. If you are not satisfied with the outcome you will be able to exercise your rights under the Australian Consumer Law (ACL).

SCHEDULE 1

Item 1	Supplier Name: TAI FENG (WA) PTY LTD trading as ASTRUM ENERGY ABN: 36 614 376 028 Address: Unit 14, 1 Braid Street, Perth WA 6000
Item 2	Customer Name: ABN: Address:
Item 3	Premises (Solar Power System installation address place)
Item 4	Term of Agreement _____ (15 to 20) years of term Commencing On _____ (DD/MM/YY) And Expiring On _____ (DD/MM/YY)
Item 5	Rate payable for solar electricity AU\$_____ per kWh ex GST
Item 6	Electricity indexation each year _____ % increase Annually
Item 7	Billing Cycle Monthly by Email / Paper (Please circle)
Item 8	Indexation Date Each anniversary of the Commissioning Date

Item 9	<p>Supplier Bank Account Details</p> <p style="text-align: center;">TAI FENG (WA) PTY LTD</p> <p style="text-align: center;">BSB: Account Number:</p>
Item 10	<p>Other Fees and Charges</p> <p>Billing related</p> <p>Later Payment Fee: \$ <u>XXX</u> per times Paper Bill Service Charge: \$ <u>XXX</u> per times</p> <p>System related</p> <p>Cancellation Fee: \$ <u>XXX</u> in total Reactivation Fee: \$ <u>XXX</u> per times</p> <p>Termination related</p> <p>Early Exit Fee: \$ <u>XXX</u> per Watt System Removal Fee: \$ <u>XXX</u> per Watt</p>
Item 11	<p>Estimated Generation</p> <p>System estimated generation output: <u>XXX</u> kWh Client's estimated cost: \$<u>XXX</u> in the First Year</p>
Item 12	<p>End of Term</p> <p>Fee charge for Solar System Ownership Transfer: \$ _____ One-off</p>