

Site Licence

Reference Schedule

Item	Details
1	<p>Licensor</p> <p>ABN: Email: Authorised Representative:</p>
2	<p>Licensee</p> <p>AG Energy Pty Ltd ABN: 25 621 384 914 1/230 Shute Harbour Rd, Cannonvale, QLD, 4802 Email: billingsupport@ag-energy.com.au Authorised Representative: Terry Curtis</p>
3	<p>Licensed Area</p> <p>Those areas occupied by the System as shown for indicative purposes only on the plan in Annexure A</p>
4	<p>Site</p>
5	<p>Land</p> <p>The land contained in certificates of title known as</p>
6	<p>System</p> <p>The System as defined in and as varied from time to time under the Supply Contract from time to time</p>
7	<p>Start Date</p> <p>Date</p>
8	<p>End Date</p> <p>The later of Date and the day title to the System transfers to the Licensor under clause 11 of the Supply Contract</p>
9	<p>Licence Fee</p> <p>Nil</p>
10	<p>Permitted Use</p> <p>The installation, operation, maintenance, repair and removal of the System and ancillary uses</p>
11	<p>Public Liability Insurance</p> <p>\$20 million</p>
12	<p>Governing Law and Jurisdiction</p> <p>New South Wales, Australia</p>
13	<p>Special Conditions</p> <p>Nil</p>
14	<p>Supply Contract</p> <p>The contract dated on or about the date of this Licence between the Licensee, as seller, and name as buyer in relation to the sale, purchase and supply of electricity generated by the System at the Site</p>

EXECUTED AND DELIVERED AS A DEED

Date:

Executed as a deed by **AG Energy Pty Ltd** in accordance with s127 of the *Corporations Act 2001* (Cth):

Director

Terry James Curtis

Name of Director (print)

Director/Secretary

Name of Director/Secretary (print)

Executed as a deed by the
in accordance with s127 of the *Corporations Act 2001* (Cth):

A G E N

E R G Y



Director

Director/Secretary

Name of Director (print)

Name of Director/Secretary (print)

Attachment 1: AG Energy Standard Site Licence

CONFIDENTIAL

1 Term

1.1 Supply Contract

- (a) If the Licensor is the buyer under the Supply Contract:
- (i) the rights and obligations of the Licensor under this Licence are subject to the Supply Contract; and
 - (ii) to the extent of any inconsistency, the terms of the Supply Contract prevail.
- (b) If the Licensor is not the buyer under the Supply Contract, the Licensor:
- (i) consents to the supply of electricity generated by the System to the buyer under the Supply Contract; and
 - (ii) the Licensor acknowledges that before entering in to this Licence the Licensor received a copy of the proposed Supply Contract.

1.2 Grant of licence

- (a) The Licensor grants to the Licensee, a licence for the Licensee and the Licensee's Agents, to access the Licensed Area and the System for the purposes of the Permitted Use, on the terms and conditions set out in this Licence.
- (b) This Licence is granted for the Term.

1.3 Nature of licence

Nothing in this Licence:

- (a) confers on the Licensee any rights as a tenant of the Licensed Area; or
- (b) creates the relationship of landlord and tenant between the Licensor and the Licensee.

1.4 If Supply Contract ends

If the Supply Contract ends or is terminated, the Licensee may terminate this Licence by giving notice to the Licensor. This Licence will end on the date specified in that notice.

2 Licence Fee and Other Money

2.1 Payment of Licence Fee

The Licensee must pay to the Licensor the Licence Fee (if any):

- (a) without demand; and
- (b) promptly after receiving payment of the price under the Supply Contract.

2.2 Payment of Licence Fee

At the same time as paying the Licence Fee (if any), the Licensee must give to the Licensor a notice confirming the price paid under the Supply Contract for the period relating to that payment. The Licensee's notice is conclusive evidence of the price paid under the Supply Contract.

2.3 Method of payment

The Licensee must make payments under this Licence to the Licensor by electronic funds transfer.

2.4 GST

- (a) All payments referred to in this Licence are exclusive of GST unless expressly stated otherwise.
- (b) Unless the context requires otherwise, words and phrases used in this clause 2.3 that have a specific meaning in the GST law (as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth)) shall have the same meaning in this clause.
- (c) If GST is payable, or notionally payable, on a supply made under or in connection with this Licence, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the GST Amount).
- (d) Where any indemnity, reimbursement or similar payment under this Licence is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.
- (e) If an adjustment event occurs in relation to a supply made under or in connection with this Licence, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.
- (f) Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided.

3 Installation of System

3.1 Preconditions for installation

- (a) Before it begins to install the System on the Licensed Area, the Licensee must:
- (i) obtain any consents or approvals from any Authority required for the Permitted Use;
 - (ii) give the Licensor a certificate of currency evidencing that the Licensee has complied with its insurance obligations under clause 6; and
 - (iii) give the Licensor detailed plans and specifications, and any other information reasonably requested by the Licensor, in respect of any installation of the System.
 - (iv) obtain the Licensor's written consent (which the Licensor must not unreasonably withhold) to the plans and specifications.
- (b) The Licensor must:
- (i) on or before the Start Date, obtain the written consent to this Licence of any head lessor, land owner or mortgagee of the Site which may be required in relation to this Licence;

- (ii) provide all reasonable assistance to the Licensee in obtaining all consents and approvals necessary for the Permitted Use; and
- (iii) at the Licensee's cost, allow the Licensee to connect the Licensed Area and the System to the Services and install any separate meters the Licensee considers desirable.

3.2 Preliminary access

Despite any other clause of this Licence, to assist the Licensee in the preparation of plans and specifications and obtaining the necessary consents and approvals, the Licensor will allow the Licensee to access the Licensed Area prior to the Start Date for the sole purpose of inspecting and measuring the Licensed Area and preparing plans and specifications.

3.3 Liaison regarding installation

The Licensee must and must ensure that the Licensee's Agents when installing the System:

- (a) liaise with by the Licensor and any consultant appointed by the Licensor; and
- (b) comply with the Licensor's and the Licensor's consultant's proper and reasonable instructions; and
- (c) do not unreasonably interfere with the use of the Site by any other occupier of the Site.

3.4 Manner of installation

The Licensee must do all things reasonably necessary to:

- (a) complete any installation of the System in accordance with the plans and specifications approved by the Licensor;
- (b) notify the Licensor promptly on completion of any installation of the System; and
- (c) ensure that the System is properly protected against lightning.

3.5 Ownership of System

The System remains the property of the Licensee no matter if or how it is attached to the Licensed Area.

4 Use and Access

4.1 Use and condition

- (a) In relation to the Licensee's use and occupation of the Licensed Area, the Licensee must:
 - (i) only use the Licensed Area for the Permitted Use;
 - (ii) comply with clauses 3.1, 3.3 and 3.4 in respect of any alteration (but not the removal) of the System as if the references in those clauses to installation were references to alteration;
 - (iii) not cause, interference, nuisance, damage or disturbance to any other occupier of the Site;
 - (iv) comply with the consents or approvals of any relevant Authority;

- (v) install, use, maintain and, if the Licensee removes all or any part of the System, remove the System in a workmanlike and competent manner; and
- (vi) remove from the Site all rubbish or debris resulting from the installation, use, maintenance or removal of the System.

4.2 Risk and Damage

- (a) The System and the use and occupation of the Licensed Area are all at the sole risk, cost and expense of the Licensee except to the extent that the risk, cost or expense is caused by the negligence of the Licensor or by a breach by the Licensor of its obligations under this Licence.
- (b) The Licensee must, to the satisfaction of the Licensor (acting reasonably) promptly repair any damage to the Licensed Area, Site or the Land to the extent caused by the Licensee's negligence or default.

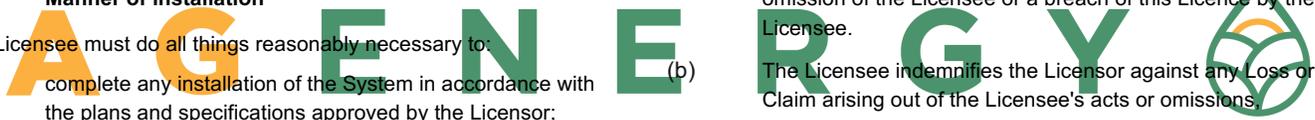
4.3 Indemnity

- (a) The Licensor indemnifies the Licensee against any Loss or Claim arising out of the Licensor's acts or omissions or acts or omissions of others acting within the Licensor's control or on the Site with the Licensor's consent, whether or not the acts or omissions are in tort (including negligence), breach of contract or otherwise in relation to this Licence, except to the extent caused by the negligence or wrongful act or omission of the Licensee or a breach of this Licence by the Licensee.
- (b) The Licensee indemnifies the Licensor against any Loss or Claim arising out of the Licensee's acts or omissions, whether or not the acts or omissions are in tort (including negligence), breach of contract or otherwise in relation to this Licence, except to the extent caused by the Licensee's negligence or wrongful act or omission, or the negligence or wrongful acts or omission of the Licensee's employees, agents or contractors or a breach of this Licence by the Licensor.
- (c) Subject to clause 4.4, the indemnities in this Licence are continuing, separate and independent obligations of the parties from their other obligations and survive termination of this contract.

- (d) It is not necessary for a party to incur an expense before enforcing a right of indemnity in connection with this Licence.

4.4 Liability

- (a) Despite any other provision of this Licence but subject to clause 4.4(b):
 - (i) neither party will be liable to the other party for any Indirect Loss arising out of or in connection with this Licence, in equity, under statute, tort (including negligence) or otherwise at Law; and
 - (ii) to the extent permitted by Law, including the Australian Consumer Law, the aggregate liability of a party to the other party in respect of any Loss



or Claim arising out of or in connection with this Licence, in equity, under statute, tort (including negligence) or otherwise at Law during a Financial Year is limited to \$10,000.

- (b) Clauses 5.4(a) and (b) do not limit or exclude a party's liability in respect of:
- (i) claims by any person against the party in respect of personal injury, death, loss or damage to any property or any other third party liability;
 - (ii) events or circumstances in respect of which insurance proceeds would have been available but for a failure of the party to effect and maintain, comply with the terms of, or diligently pursue a claim under, any insurance policy required to be taken out and maintained by the party under this Licence;
 - (iii) events or circumstances in respect of which insurance proceeds are recovered by the party pursuant to any insurance policy required to be taken out by the party under this Licence; or
 - (iv) the Wilful Default of a party.

4.5 24 hour access to the Licensed Area

Subject to the terms of this Licence, the Licensee may enter and use the Licensed Area at any time.

4.6 Laws, consents and approvals

The Licensee must comply with all Laws, and consents and approvals from any Authority in respect of this Licence, the Licensed Area, the use of the Licensed Area, the health or safety of the Licensee's Agents in the Licensed Area and the System.

4.7 System and Services

The Licensee must:

- (a) ensure that any fire, security or alarm system installed by the Licensee does not interfere with any Site system; and
- (b) comply with the Licensor's reasonable requirements in relation to (and must not do anything which unreasonably interferes with the efficient operation of) the Services and amenities of the Site.

4.8 Notice of accident or repair

Promptly on becoming aware, the Licensee must notify the Licensor of any:

- (a) damage, injury, death or Loss occurring in and any defect or want of repair in the Licensed Area or in any Services;
- (b) any notice received from any Authority that, under this Licence, the Licensor must action; and
- (c) circumstances likely to cause danger, risk or hazard to any person or property in or to the Services and amenities of the Site.

4.9 Use of Common Areas

- (a) The Licensee may use the Common Areas in accordance with this Licence and in common with the Licensor and others entitled to use them.
- (b) The Licensee must not litter or damage the Common Areas.

5 Licensor's General Rights and Obligations

5.1 Licensor's access to Licensed Area

- (a) The Licensor and its agents, contractors and employees may access the Licensed Area:
 - (i) at any time for any purpose, including with prospective licensees, tenants or purchasers of the Site, and the Licensee must assist the Licensor as required; and
 - (ii) without limiting clause 5.1(a)(i), to carry out any maintenance, repairs or other work (including emergency repairs or work) to the Site.
- (b) In the exercise of the rights under clause 5.1(a), the Licensor must not:
 - (i) manipulate, tamper with, damage, deface, remove, destroy or interfere with the System; or
 - (ii) cause any interference which obstructs, interrupts or impedes the use or operation of the System.
- (c) The Licensor must not permit any circumstances to occur which are within the Licensor's reasonable control that diminish the ability of the System to generate electricity (this includes taking reasonable steps to ensure that nothing on or around the Licensed Area is allowed to cast shade on the System).
- (d) The Licensor must, at its cost, maintain the structural integrity of any building on the Site which supports the Licensed Area.
- (e) The Licensor must, at its cost, maintain the security of the Site by limiting access to the Site and the Licensed Area to authorised persons.

6 Insurance

6.1 Licensee's insurance

- (a) The Licensee must effect and keep current throughout the Term in relation to the Licensed Area, its use of the Licensed Area and the System:
 - (i) a Public Liability Insurance policy; and
 - (ii) any other insurance required by Law.
- (b) Each insurance policy in clause 6.1(a) must:
 - (i) be effected with a reputable Australian insurer;
 - (ii) cover any liability arising under clause 4.3(b); and
 - (iii) be on an occurrence, not a claims made, basis.
- (c) The Licensee must deliver to the Licensor evidence of the policies described in clause 6.1(a) when required by the

Licensor (acting reasonably) but not more than once per year.

- (d) The Licensee must immediately notify the Licensor if an insurance policy referred to in clause 6.1(a) lapses, is terminated or is forfeited.

6.2 Licensee not to void insurances

- (a) The Licensee must not render void or voidable any insurance policy relating to the Licensed Area or the Site.
- (b) The Licensee must comply with all reasonable and lawful requirements of the Licensor's insurers notified to the Licensee in relation to the System.

7 Dealings

7.1 Transfer and other dealings

- (a) If the Licensor is the buyer under the Supply Contract, the Licensor must not Deal with the Licensor's interest under this Licence except in accordance with and in conjunction with the Supply Contract.
- (b) If the Licensor is not the buyer under the Supply Contract and the Licensor, transfers, assigns or novates its interest in the Site, the Licensor must procure that the incoming party enters into a deed of covenant that requires the incoming party to be bound by this Licence, in the form reasonably required by the Licensee.

8 End of Licence

8.1 Early Termination

If this Licence is terminated before the End Date, the Licensee is not required to make good the Licensed Area but may:

- (a) elect to remove or not to remove all or any part of the System; and
- (b) disconnect the System from any connection

and for this purpose, the Licensee may access the Licensed Area after the date of termination on the same terms as this Licence except for no Licence Fee.

8.2 End Date

If this Licence ends on the End Date, the Licensee may, but is not required to remove all or any part of the System or make good the Licensed Area.

9 Default

9.1 Default

- (a) If a party commits a Default under this Licence, the other party may serve a Default Notice on the defaulting party specifying:
 - (i) in the case of a Default which is reasonably capable of remedy, a reasonable time period (not less than 20 Business Days) from the date of the Default Notice within which the defaulting party must remedy the Default; and

- (ii) in the case of a Default which is not reasonably capable of remedy, whether it will exercise its termination right under clause 9.1(c).

- (b) Following the receipt of a Default Notice, the defaulting party must diligently take all reasonable steps to remedy the Default to the reasonable satisfaction of the other party within the timeframe specified in clause 9.1(a)(i).

- (c) A party has a right to terminate this Licence by written notice to the other party where:

- (i) in the case of a Default which is reasonably capable of remedy, that party is the non-defaulting party and the period of time specified in a Default Notice issued by it has expired and, where applicable, the defaulting party has failed to remedy the relevant Default to its reasonable satisfaction; and
- (ii) in the case of a Default which is not reasonably capable of remedy, a reasonable period (which must not be less than 15 Business Days) from the date of the Default Notice has passed.

- (d) This clause 9.1 is without prejudice to any claim or other remedy which the Licensee has or may have against the Licensor in respect of any breach of this Licence and has effect despite any other provision in this Licence.

- (e) In addition to the Licensee's other rights and remedies, where the Licensee has terminated this Licence pursuant to clause 9.1(c) the Licensor must pay to the Licensee as damages within 10 Business Days of written demand any Costs, Loss or Claim for the unexpired residue of the Term suffered by the Licensee including, if the Licensor is not the buyer under the Supply Contract, Costs, Loss or Claim under the Supply Contract.

- (f) The Licensee's entitlement to recover Costs, Loss and damages from the Licensor or any other person is not limited or affected if the:

- (i) Licensee elects to terminate this Licence; or
- (ii) Licensee accepts the Licensor's repudiation.

- (g) The Licensee's entitlement to Costs, Loss and damages is assessed on the basis that the Licensee has observed the obligation to mitigate damages. The Licensee's conduct in mitigating its Costs and damages does not of itself constitute acceptance of the breach or repudiation.

10 Notices

- (a) Any communication (including each notice, request, demand, consent or approval) under or in connection with this Licence:
 - (i) must be in writing and signed by the sender (in the case of email, set out the full name of the sender);
 - (ii) must be addressed to the attention of the Authorised Representative of the party as set out in the Reference Schedule (or substitute

representative as notified by a party to the other party from time to time.)

- (iii) must be delivered to the intended recipient by prepaid post, or by hand or email to the address or email addresses as set out in the Reference Schedule (or substitute address or email address as notified by a party to the other party from time to time); and
- (iv) will be taken as having been received by the other party:
 - (A) (in the case of delivery by hand) on delivery;
 - (B) (in the case of prepaid post) on the third Business Day after the date of posting;
 - (C) (in the case of email) when it is dispatched by the sender,

but in each case, if the communication is taken to be received on a day which is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

11 Force Majeure

- (a) If, as a result of a Force Majeure Event, a party is prevented in whole or in part from performing its obligations under this Licence:

A (i) it must promptly notify the other party setting out:

- (A) the obligations it cannot perform;
- (B) the details of the Force Majeure Event; and
- (C) the measures proposed to remedy or abate the Force Majeure Event; and

- (ii) following a notice under clause 11(a)(i), and while the Force Majeure Event continues, the obligations that cannot be performed because of the Force Majeure Event will be suspended; and

- (iii) it must remedy the Force Majeure Event to the extent reasonable practicable and resume performance of its obligations as soon as reasonable possible.

- (b) The party that is prevented from carrying out its obligations under this Licence as a result of Force Majeure Event must take all action reasonably practicable to mitigate any Loss suffered by a party as a result of its failure to carry out its obligations under this Licence.
- (c) The parties have no liability for any Loss or Claim arising from a Force Majeure Event.

12 Set off

A party may deduct from any payment to the other party any amount which is due and payable from the other party to it pursuant to this Licence.

13 Confidentiality

- (a) Subject to clause 13(b), neither party may disclose Confidential Information of the other party without the prior written consent of the other party (which consent must not be unreasonably withheld).

- (b) Either party may disclose Confidential Information of the other party which:

- (i) at the time of disclosure is in the public domain (other than as a result of a breach by a party to this Licence of this clause 13);

- (ii) is required to be disclosed:

- (A) for the purposes of performing its obligations under this Licence;

- (B) to its professional advisers, financiers or consultants if each recipient of Confidential Information agrees to keep the Confidential Information confidential; or

- (C) by Law;

- (iii) in the Licensee's case,

- (A) to any Related Body Corporate, shareholder or potential shareholder or purchaser of the Licensee; or

- (B) if the buyer under the Supply Contract is not the Licensor, to the buyer under the Supply Contract.

- (iv) necessary for the purpose of obtaining any authorisation.

- (c) Either party must return to the other party any Confidential Information of the other party on demand.

- (d) This clause 13 survives the termination or expiry of this Licence.

14 Entire Agreement

This Licence and, if the Licensor is the buyer under the Supply Contract, the Supply Contract, contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively Conduct) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. Neither party has relied on or is relying on any other Conduct in entering into this Licence and completing the obligations contemplated by it.

15 Governing Law and Jurisdiction

- (a) This Licence is governed by the laws of the jurisdiction set out in Item 12.

- (b) In relation to this Licence and related non-contractual matters, the parties irrevocably submit to the exclusive jurisdiction of the courts of the jurisdiction set out in Item 12.



16 **General**

- (a) If any provision of this Licence is illegal, void, invalid or unenforceable for any reason, all other provisions which are self-sustaining and capable of separate enforcement will, to the maximum extent permitted by Law, be and continue to be valid and enforceable.
- (b) A failure to exercise or a delay in exercising any right, power or remedy under this Licence does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.
- (c) A variation to this Licence must be in writing and signed by the parties.
- (d) This Licence may be executed in any number of counterparts which, when taken together, constitute one instrument.

17 **Definitions**

- (a) **Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) as amended or replaced from time to time.
- (b) **Authorised Representative** means the Authorised Representative of the party as set out in the Reference Schedule.
- (c) **Authority** means any government department, local council, government or statutory authority, public or private utility or other public or private body, which has jurisdiction, powers, duties or a right to impose a requirement (including a requirement that its consent or permit be obtained) or charge a fee in connection with the System, the Licensed Area, the Site, the Services or the Land.
- (d) **Business Day** means a day that is not a Saturday, Sunday or public holiday in the jurisdiction set out in item 15.
- (e) **Claim** means any claim, action, demand or proceeding by any party or a third party against the other party for Loss or other relief under, arising out of, or in connection with this Licence or the System.
- (f) **Common Areas** means all parts of the Site and the Land (excluding the Licensed Area):
 - (i) designated by the Licensor for common use now or in the future and used in common by licensees, tenants and other occupants of the Site and their invitees, from time to time including toilets, tearooms and lift lobbies; and
 - (ii) to the extent not designated by the Licensor in (i) above, any access route to the Licensed Area.
- (g) **Confidential Information** means, in relation to a party to this Licence, information relating to a party's business, computer systems or affairs, and includes any:

- (i) trade secrets, know-how, scientific and technical information;
- (ii) product, customer, marketing or pricing information;
- (iii) information in relation to, and the terms of, this Licence or the Supply Contract; and
- (iv) any other information which a party notifies the other party is confidential, or which the party knows or ought to know is confidential.

(h) **Costs** means the sum of any rates, costs, charges, expenses, fees, assessments, duties, premiums, levies, taxes, outgoings, payments, liabilities, wages or other expenditure of any nature including legal costs on a full indemnity basis.

(i) **Deal** means to transfer, assign, novate, share possession, licence or otherwise deal with the party's interest in this Licence.

(j) **Default** means:

- (i) a party fails to effect or maintain insurance (or provide evidence of insurance) required to be effected and maintained by it under this Licence;
- (ii) a party has failed to pay an amount that is due and payable under this Licence to the other party;
- (iii) in respect of the Licensor, it loses the exclusive right to occupy and enjoy the Site;
- (iv) an Insolvency Event occurs in respect of a party; or
- (v) a party otherwise commits any breach of a material obligation under this Licence.

(k) **Default Notice** means a notice served under clause 10.1(a), which specifies it is a Default Notice.

(l) **End Date** means the date in Item 8.

(m) **Force Majeure Event** means an event or circumstances which is beyond the reasonable control and without the fault or negligence of the party affected and which, by the exercise of reasonable care and diligence, the party affected was unable to prevent or overcome.

(n) **Government Agency** means a government or a governmental, semi governmental or judicial entity or authority.

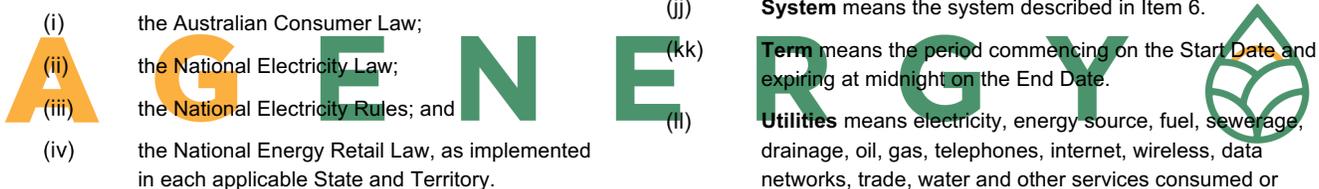
(o) **Indirect Loss** means any Loss for business interruption, loss of use, generation or production, loss of actual or anticipated profit revenue, or opportunity or loss of contract (other than this contract) or reputation.

(p) **Insolvency Event** means where:

- (i) a party is, or informs the other party or any of their creditors that it is, insolvent under administration, insolvent or unable to pay its debts as and when they fall due;



- (ii) a party enters into a composition or arrangement with its creditors or calls a meeting of creditors to enter into a composition or arrangement;
- (iii) a party takes or has instituted against it an action or proceedings whether voluntary or compulsory which may result in the winding up of that party and that application or order is not stayed, withdrawn or otherwise disposed of within 14 days of the application or order;
- (iv) a party goes into liquidation, provisional liquidations or is under administration; or
- (v) an act is done or an event occurs which, under the laws from time to time of a country having jurisdiction in relation to a party has an analogous or similar effect to any of the events described in subclauses (i) to (iv).
- (q) **Item** means an item in the Reference Schedule.
- (r) **Land** means all of the land from time to time forming the site on which the Site is located including the land in Item 5 and where the context permits includes any part of it.
- (s) **Law** means any statute, regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, rule or subordinate legislation and includes:
- (i) the Australian Consumer Law;
- (ii) the National Electricity Law;
- (iii) the National Electricity Rules; and
- (iv) the National Energy Retail Law, as implemented in each applicable State and Territory.
- (t) **Licence** means this document including the Schedules and any annexure, exhibit or plan to it.
- (u) **Licence Fee** means the amount in Item 9.
- (v) **Licensed Area** means the area described in Item 3.
- (w) **Licensee** means the party referred to as such in Item 2 and includes its successors, executors and administrators, its assigns and, where the context permits, includes the Licensee's Agents.
- (x) **Licensee's Agents** means each of the Licensee's contractors, agents, employees, invitees, licensees, sub-contractors, other persons claiming through or under the Licensee but excluding anyone else in the Licensed Area from time to time.
- (y) **Licensor** means the party referred to as such in Item 1 and includes its successors and assigns, and where the context permits includes its agents and employees.
- (z) **Loss** means losses, liabilities, claims, proceedings, actions, demands, damages, costs, charges, expenses or diminution in value, however arising, and whether present or future, fixed or unascertained, actual or contingent.
- (aa) **Permitted Use** means the use specified in Item 10.
- (bb) **Public Liability Insurance** means a public liability insurance policy for an amount not less than the amount in Item 12 in respect of any one occurrence and in the aggregate.
- (cc) **Reference Schedule** means the schedule of that name at the beginning to this Licence.
- (dd) **Related Body Corporate** has the meaning attributed to that term in the Corporations Act 2001 (Cth).
- (ee) **Schedule** means any part of this document described as a schedule (including the Reference Schedule).
- (ff) **Services** means in relation to the Land, the Site and the Licensed Area, all services and systems of any nature from time to time (including all Utilities, IT services, access systems, security services, plant and equipment, electrical boards, electrical cables, lifts, air-conditioning, escalators, fire alarms, fire detectors, fire services and sprinkler systems).
- (gg) **Site** means the premises specified in Item 4 and the Licensor's fixtures, fittings, risers, plant and equipment from time to time located in, or servicing, the site in which the Licensed Area is located.
- (hh) **Start Date** means the date in Item 7.
- (ii) **Supply Contract** means the contract described in Item 14.
- (jj) **System** means the system described in Item 6.
- (kk) **Term** means the period commencing on the Start Date and expiring at midnight on the End Date.
- (ll) **Utilities** means electricity, energy source, fuel, sewerage, drainage, oil, gas, telephones, internet, wireless, data networks, trade, water and other services consumed or used either by or on behalf of the Licensee or in connection with the Licensed Area regardless of who delivered or supplied them and regardless of to whom they are charged or levied.
- (mm) **Wilful Default** means:
- (i) an intentional or reckless act or omission by or on behalf of a party which that party or its representatives knew or ought reasonably to have known would be a breach of its obligations under this Licence or at law or in equity, or would likely result in the other party suffering Loss; or
- (ii) a fraudulent act or omission by or on behalf of a party.
- 18 **Interpretation**
- (a) In this Licence, unless expressly stated otherwise:
- (i) words importing the singular include the plural and vice versa;
- (ii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;



- (iii) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit or schedule to, this Licence and a reference to this Licence includes any annexure, exhibit and schedule;
 - (iv) a reference to \$ or dollars means Australian dollars;
 - (v) a reference to a statute, regulation, proclamation, ordinance or by Law includes all statutes, regulations, proclamations, ordinances or by laws amending, consolidating or replacing it and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under that statute; and
 - (vi) a reference to a party to a document includes that party's successors and permitted assigns and that party's employees, agents, consultants and contractors.
- (b) The use of the words "includes", "including" or similar expressions in this contract do no limit what else is included.
 - (c) Headings and bolding are for convenience only and do not affect the interpretation of this Licence
 - (d) Any covenant, indemnity or agreement by 2 or more persons as Licensee binds them collectively and individually.
 - (e) Nothing in or under this Licence creates the relationship of partners, principal and agent or joint venturers between the Licensor and the Licensee.

A G E N E R G Y



Annexure A
Licensed Area

