
From: Lawrence McIntosh [REDACTED]
Sent: Monday, 15 October 2018 11:58 AM
To: Bales, Scott; Temby, Hugo
Cc: [REDACTED] Nick Fejer; [REDACTED]
Subject: Fwd: SolarShare draft deed and grant for comment
Attachments: 181008 SolarShare draft Deed of Entitlement - SS Markups.docx; SolarShare draft grant of FiT entitlement.docx

Hi Scott,

Great to speak with you just now. And congratulations on the new role!

As discussed, I sent these (attached) through to Greg and Hugo last Monday. There are a couple of items in the deed that may warrant a discussion, so figured it a good time to check in with you and the team. I'm not sure how far Greg might have progressed the documents internally during last week.

The points that need to be resolved (from our perspective) are:

- Concern that T2 fundraising round would trigger the breach clause. Is it would be an indirect change of control of the proponent. So perhaps we should just ask for your written consent here from the outset under clause 6.5?
- Confirmation of ACT investment and community partnerships
- We've removed the reference to multi crystalline silicon, as mono should be equally appropriate and we don't want to limit Epha's negotiating ability with suppliers to get the best panel for the best price.
- I've changed the counter party to the the SPV, ie Majura Community Energy Project Pty Ltd, SolarShare's wholly owned subsidiary.
- Schedule 3 Dates,
- Scheduled maintenance (better definition of 'Above average' spot market prices needed)

Other minor spelling corrections are also marked up.

Looking forward to seeing you at 2pm on Friday

Warm regards
Lawrence McIntosh
Principal Executive Officer: SolarShare
www.solarshare.com.au
[REDACTED]



DEED OF ENTITLEMENT

SolarShare Community Solar Farm

AGREEMENT UNDER THE ELECTRICITY FEED-IN (LARGE-SCALE
RENEWABLE ENERGY GENERATION) ACT 2011

Date xx September 2018

Parties Australian Capital Territory
and
Majura Community Energy
Project Pty Ltd

Draft V1

NOTE:

The Territory reserves the right to vary the terms contained in this Deed prior to execution by a successful proponent. Sections of this deed will be completed using information supplied by successful proponents in their Final Proposal

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the Environment, Planning and Sustainable Development Directorate.

Majura Community Energy Project Pty Ltd, ACN 626 632 657, of c/- Conservation Council ACT Region, Lena Karmel Lodge, 14/26 Barry Drive, Canberra ACT 2601 (**Proponent**).

1 Background

- 1.1 The Proponent participated in a direct grant process (auction) run by the Territory pursuant to the *Electricity Feed-in (Large-scale Renewable Energy Generation) Act 2011* (the Act) and, pursuant to that auction, has been granted by notifiable instrument (NI2018 xxx) a feed-in tariff (FiT) entitlement subject to certain conditions.
- 1.2 Section 12(1)(b)(iii) of the Act provides that one of the conditions of a FiT entitlement is that the holder complies with any written agreement that the Minister requires the holder to enter into with the Territory pursuant to section 12(3) of the Act.
- 1.3 This Deed comprises the written agreement that the Minister requires the Proponent to enter into pursuant to section 12(3) of the Act.

2 Interpretation

Definitions

- 2.1 The following definitions apply in this Deed, unless the context otherwise requires.

Act	means the <i>Electricity Feed-in (Large-scale Renewable Energy Generation) Act 2011</i> .
AEMO	means Australian Energy Market Operator Limited ACN 072 010 327, or any replacement or successor body.
AER	means the Australian Energy Regulator which is established under section 44AE of the <i>Competition and Consumer Act 2010</i> (Cth) or any replacement or successor body.
Auction	means the competitive process established by the Request for Proposals issued by the Minister under the Act pursuant to which the Proponent has been granted a FiT entitlement on conditions.
Breach notice	means a notice given by the Territory to the Proponent in accordance with clause 4.1.
Business Day	means a day (not being a Saturday or Sunday) on which banks are open for general banking business in Canberra.

Change in Control	means in relation to the Proponent, where a person who did not (directly or indirectly) effectively Control the Proponent at the date of grant of FiT entitlement, either alone, or together with others, acquires Control of the Proponent.
Change in Law	means: <ul style="list-style-type: none">(a) the repeal, amendment or enactment of any law, statute, order, regulation or by-laws of the Commonwealth or any State or Territory of Australia(b) any condition imposed on the Proponent's FiT entitlement, or amendment to the FiT entitlement, by the Minister after the date of the grant of the FiT entitlement and after the date of execution of this Deed (except where the condition or amendment is made in relation to a breach by the Proponent of a condition of the Proponent's FiT entitlement); and(c) a change to the National Electricity Law or the National Electricity Rules.
Clean Energy Regulator	means the regulator established under the <i>Clean Energy Regulator Act 2011</i> (Cth) or any replacement or successor body.
Completion Date	means the date specified in Item 3a Schedule 1.
Confidential Information	means Proponent Confidential Information and Territory Confidential Information.
Connection Agreement	means the agreement between the NSP and the Proponent by which the NSP provides access to the Network and related electricity distribution, transmission services or other assets.
Connection Point	means a point of supply of electricity to the Network agreed to by the Proponent and the Network Service Provider.
Contact Officers	means, in relation to each party, the representatives whose names and contact details are specified in Item 1 of Schedule 1 or as notified from time to time by one party to the other.

Control	<p>in relation to the Proponent includes:</p> <ol style="list-style-type: none">1. the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of voting equity in the Proponent;2. the ability to dispose or exercise control over the disposal of more than 50% of the shares or other form of equity in the Proponent;3. the ability to appoint or remove all or a majority of the directors of the Proponent;4. the ability to exercise or control the exercise of the casting of a majority of the votes cast at the meetings of the board of directors of the Proponent; and5. any other means, whether direct or indirect, of dominating the decision making and financial operating policies of the Proponent.
Cure Plan	<p>means a cure plan agreed between the parties in accordance with clause 4.2.</p>
Deed	<p>means this deed, including any schedules and attachments.</p>
Deed Material	<p>means all material created, written or otherwise brought into existence by or on behalf of the Proponent as part of, or for the purpose of, implementing the Proposal and complying with this Deed, including all reports (whether in draft or final form), documents, information and data stored by any means but does not include Proponent Material.</p>
Directorate or EPSDD	<p>means the Environment, Planning and Sustainable Development Directorate, an administrative unit of the Territory.</p>
Eligible electricity	<p>has the same meaning as in the Act.</p>
Feed-in Tariff or FiT	<p>has the same meaning as in the Act and, in relation to the Proponent, is the amount specified in Item 6 of Schedule 1.</p>
FiT entitlement	<p>has the same meaning as in the Act.</p>
FiT support payment	<p>has the same meaning as in the Act.</p>
FiT Support Start Date	<p>means the date specified in Item 3b Schedule 1.</p>
Generation Resources	<p>means the Generating System, the Generation Control Assets, and the Generation Network.</p>

Generation Control Asset	means any wind monitoring equipment at the Site, and any systems used for monitoring or controlling the Generating System or the Generation Network, other than the systems of the operator of the Network or AEMO.
Generation Network	means the electric power network which connects Generating Units within the Generating System and connects the Generating System to the Network, and includes all power transformers, inverters, converters, conditioners, and metering and monitoring equipment on the Generating System side of the point of connection to the Network.
Generating System	means the generating system described in Schedule 2 in respect of which the Proponent has been granted a FiT entitlement.
Generating Unit	means a generator of electricity and all the equipment essential to its functioning as a single entity.
Insolvency Event	means the occurrence of any one or more of the following events in relation to the Proponent: <ul style="list-style-type: none">(a) an application is made to a court for an order that a provisional liquidator, or receiver, or receiver and manager, be appointed, and the application is not withdrawn, struck out or dismissed within 15 business days of it being made;(b) a liquidator or provisional liquidator is appointed;(c) an administrator or a controller (as defined under section 9 of the <i>Corporations Act 2001</i> (Cth)) is appointed to it or any of its assets;(d) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, other than the application of solvent reconstruction; or(e) anything occurs under the law of any jurisdiction that has a substantially similar effect to any of the above paragraphs of this definition.
Intended cancellation notice	means an intended cancellation notice issued pursuant to subsection 13(2) of the Act.

Material Assets	means these assets in relation to the Proposal: <ul style="list-style-type: none">(a) the Generation Resources;(b) spares, inventory and manuals in relation to the Generation Resources, other than those owned by the manufacturer or distributor of those spares and inventory;(c) any leasehold interest in any of the Site;(d) any licence to use any of the Site;(e) the rights and interests in the Connection Agreement (other than the rights and interest of the NSP);(f) the rights and interests in the contracts to engineer, procure or construct any of the Generation Resources and/or Site Premises, other than the rights and interests of the person undertaking that engineering, procurement or construction; or(g) the rights and interests in the contracts to operate and/or maintain any of the Generation Resources and/or Site Premises, other than the rights and interests of the person undertaking that operation or maintenance.
Milestones	means the milestones set out in Schedule 3.
Minister	means the Minister responsible for administering the Act, or his or her delegate.
MW	means megawatt, the unit of electrical power.
MWh	means megawatt hour, the unit of electrical energy.
National Electricity Law	means the National Electricity Law set out in the schedule to the <i>National Electricity (South Australia) Act 1996</i> (SA) and applied as a law of the jurisdiction in which the Generating System is located.
National Electricity Market	means the market for wholesale trading in electricity operated by AEMO under the National Electricity Rules, or any replacement or successor market.
National Electricity Rules	means the national electricity rules established under the National Electricity Law, as amended from time to time, or any replacement or successor rules of conduct.
Network	means the network (as defined in the National Electricity Rules) to which the Proponent, in accordance with the Proposal, is to connect the Generating System.

Network Service Provider or NSP	means the Network Service Provider (as defined in the National Electricity Rules) that owns, operates or controls the Network and with whom the Proponent is to enter into a Connection Agreement.
Nominated Person	means the person, if any, appointed as Nominated Person under clause 11.8.
Notifiable Instrument	means the Notifiable Instrument pursuant to which the Proponent is granted a FiT entitlement under the Act.
Personal Information	means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
Premises	means any premises that the Proponent, or its personnel, employees, agents or contractors use (including places at which any material is stored) for the purpose of implementing the Proposal.
Proponent Confidential Information	<p>means information provided by the Proponent to the Territory:</p> <ul style="list-style-type: none">(a) that the Proponent notifies to the Territory is confidential; or(b) that the Territory knows, or ought reasonably know, is confidential; <p>but does not include information that:</p> <ul style="list-style-type: none">(a) is, or becomes, public knowledge other than by breach of this Deed;(b) has been independently developed or acquired by the Territory; or(c) has been notified by the Proponent to the Territory as not, or no longer being, confidential.
Proponent Material	means all material owned by the Proponent, or by another person prior to the Proponent entering into this Deed, and used by the Proponent for the purpose of implementing the Proposal, or complying with this Deed, including documents, information and data stored by any means.
Proponent's FiT entitlement	means the FiT entitlement granted to the Proponent under the Notifiable Instrument.

Proposal	means to the extent that it is set out in the Schedules to this Deed, the proposal submitted by the Proponent in the Auction and approved by the Minister to develop, construct, finance and operate the Generating System at the Site and to supply renewable energy to a specified network and in respect of which the Proponent has been granted a FiT entitlement.
Proposed Cure Plan	means a cure plan proposed by the Proponent in accordance with clause 4.2.
Specified Contractor	means any contractor named in Schedule 4.
Specified Personnel	means any person named in Schedule 4.
Site	means the site of the Generating System specified in Item 7 of Schedule 1.
Site Premises	means any Premises on the Site.
Term of FiT entitlement	means the term of the Proponent's FiT entitlement as specified in the Notifiable Instrument and set out in Item 2 of Schedule 1.
Territory	means: when used in a geographical sense, the Australian Capital Territory; and when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).

Territory Confidential Information

means the kind of information that:

- (a) is, or relates to, documents, submissions, consultations, policies, strategies, practices and procedures of the Territory that are by their nature confidential;
- (b) is notified by the Territory to the Proponent as being confidential;
- (c) in accessing it, or receiving it from the Territory, the Proponent ought reasonably to know is confidential; or
- (d) is personal Information of a person provided by the Territory to the Proponent;

but does not include information that:

- (a) is, or becomes, public knowledge other than by breach of this Deed;
- (b) has been independently developed or acquired by the Proponent; or
- (c) has been notified by the Territory to the Proponent as not, or no longer being confidential.

Territory Law

means any law, statute, order, regulation, notifiable instrument or by-law of the Territory.

Territory Material

means any material provided by the Territory to the Proponent for the purposes of this Deed including documents, equipment, information and data stored by any means.

General

2.2 In this Deed, unless a contrary intention is expressed:

- (a) references to 'Proponent' include any employees, agents or subcontractors of the Proponent;
- (b) references to legislation, or to provisions in legislation, include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation; and
- (c) "assets" includes present and future properties, revenues and rights of every description.

3 Conditions of entitlement

Compliance with this Deed is a condition of the Proponent's FiT entitlement

3.1 In accordance with the Act, the Proponent's FiT entitlement and right to receive FiT support payments is conditional upon the Proponent ensuring compliance with the terms and conditions of this Deed.

- 3.2 A failure to comply with an obligation under this Deed is not, of itself, a breach of this Deed and is not, of itself, a failure by the Proponent to comply with a condition of its FiT entitlement. However, a failure by the Proponent to meet the requirements of a breach notice subsequently issued by the Territory in accordance with clause 4.1, and the requirements that follow from the issue of a breach notice set out in this section 3 in relation to a failure to meet an obligation under this Deed, is a breach of this Deed and is a breach of a condition of the Proponent's FiT entitlement under the Act.

Compliance with this Deed is in addition to conditions of entitlement under the Act

- 3.3 The Proponent's obligation to ensure compliance with this Deed as a condition of its entitlement to FiT support payments is in addition, and does not limit the other conditions that apply, to the Proponent's FiT entitlement by virtue of section 12 of the Act.

No requirement for Proponent to be at fault

- 3.4 Subject to clause 11.13, a failure to comply with an obligation under this Deed, and a failure to meet the requirements of a breach notice issued under clause 4.1, will be a failure to comply with a condition of the Proponent's FiT entitlement regardless of whether the failure was the result of any act or omission or fault on the part of the Proponent.

Reports

- 3.5 The Proponent must provide to the Territory the reports in the manner and at the times stated in Schedule 7.

Communications

- 3.6 The Proponent must give the Directorate reasonable notice of any public announcements relating to the Proponent's compliance with Milestones or other obligations outlined in this Deed.

4 Breach of this Deed

- 4.1 If the Proponent fails to meet an obligation provided for under this Deed, and clause 11.14 does not apply in respect of such failure, then the Territory may issue a written notice to the Proponent (breach notice) that:
- (a) specifies the obligation that the Proponent has failed to meet; and
 - (b) requires the Proponent to provide a Proposed Cure Plan to the Territory within 30 Business Days of receipt by the Proponent of the breach notice, or any such longer period specified in the breach notice; and
 - (c) specifies a default period of time, over which the cure is implemented, that shall be no less than 90 Business Days.
- 4.2 The Territory and the Proponent will negotiate in good faith to agree the Cure Plan within 20 Business Days of receipt by the Territory of the Proposed Cure Plan, or any such longer period that is agreed in writing between the Parties.
- 4.3 Any Cure Plan agreed under clause 4.2 must set out, at a minimum and without limitation:
- (a) details of how the Proponent (or the Nominated Person with the written consent of the Proponent) will rectify the failure, or take such action to address the failure, as specified in

the breach notice; and

- (b) a reasonable timeframe, being no less than 30 Business Days, within which the Proponent (or the Nominated Person with the written consent of the Proponent) will address, or remedy, the relevant failure and provide a written report to the Territory setting out the steps so taken to remedy the failure.

4.4 If the Proponent or the Nominated Person has cured or addressed the relevant failure specified in the breach notice within the default period of time provided under clause 4.1(c), or within the timeframe specified in a Cure Plan agreed under clause 4.2, then the Territory must promptly give written notice to the Proponent (and the Nominated Person) accordingly, and the Proponent will be taken to have cured the relevant failure under this Deed.

4.5 A failure by the Proponent to cure or address the relevant failure in accordance with a Cure Plan agreed under clause 4.2, or if no Cure Plan is agreed within the timeframe specified in clause 4.1(c) then a failure by the Proponent to cure the relevant failure within the default period of time specified in the breach notice, is a breach of this Deed and a breach of a condition of the Proponent's FiT entitlement under the Act.

The Territory will give a copy of any breach notice issued to the Proponent, and any notice of cure under clause 4.4, to the Nominated Person, if any, at the address for the Nominated Person specified in Item 9 of Schedule 1, or as otherwise stipulated by written notice in accordance with clause 11.7, at the same time as issuing the notice to the Proponent.

4.6 For the avoidance of doubt, neither of the following events will, of itself, constitute a breach of this Deed:

- (a) an Insolvency Event in respect of the Proponent; or
- (b) the enforcement by a Nominated Person or any third party of any rights under a security or other finance document that such a Nominated Person or third party has with respect to the Proponent.

4.7 The Territory acknowledges that, without limiting the liability of the Proponent under this Deed, neither the Nominated Person nor any third party appointed under the Nominated Person's security is or will be liable for any obligation or liability of the Proponent under this Deed or otherwise by reason only of the Nominated Person or third party attempting to remedy a breach of this Deed or exercising any of the rights, powers, or remedies under the Nominated Person's security.

4.8 The Territory consents to the Proponent giving security over any and all of its assets the subject of the Proposal, including its rights under this Deed.

5 Implementation of Proposal

5.1 The Proponent must implement the Proposal, and meet all Milestones by the dates specified in Schedule 3, in accordance with the provisions of this Deed to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Proponent will be acting.

Minimum and maximum generation rates

5.2 Within 12 months of the Completion Date, the Proponent must supply to the Network the minimum annual quantity of eligible electricity specified in Item 4 of Schedule 1, and during every subsequent 12 months of the term of entitlement thereafter.

- 5.3 The maximum quantity of eligible electricity, in a financial year, in relation to which the proponent is entitled to be paid a FiT support payment, is the amount specified in Item 5 of Schedule 1.

Scheduling of maintenance

- 5.4 Planned maintenance of the generating system that may impact the production of eligible electricity must be scheduled and performed by the Proponent with reasonable endeavours taken so as to limit production losses at times of forecast above average spot market prices.
- 5.5 For the purposes of 5.4, a above average spot market price is a future price that can reasonably be expected to be greater than 4 times the average spot market price over the previous 12 month period using a forecast based on spot market prices for the same period in the previous year.

6 Specified Personnel & Specified Contractors

- 6.1 The Proponent acknowledges that the grant of its FiT entitlement is made on the basis of representations made by the Proponent in its Proposal that certain personnel and contractors will be engaged to perform certain work relating to implementing the Proposal.
- 6.2 In accordance with the Proponent's Proposal, the Proponent must ensure that the Specified Personnel and Specified Contractors, if any, listed in Schedule 4 undertake work on implementing the Proposal to the extent set out in Schedule 4.
- 6.3 Where Specified Personnel or Specified Contractors are unable to undertake such work, the Proponent must immediately notify the Territory. In such circumstances the Proponent must, if requested by the Territory, provide details of replacement personnel and/or contractors acceptable to the Territory, and appoint the acceptable replacement personnel and/or contractors at the earliest reasonable opportunity.
- 6.4 To be acceptable to the Territory, such personnel and contractors must have, as a minimum, equivalent skills, training, experience and expertise as the Specified Personnel or Specified Contractors that they are replacing.
- 6.5 Unless as it occurs as a direct result of the circumstances described in clause 4.6(b), a Change in Control of the Proponent prior to successful completion by the Proponent of the final Milestone, without the Territory's prior written consent, will constitute a breach of this Deed.
- 6.6 The Territory may, in its absolute and unfettered discretion, grant consent to a Change in Control of the Proponent prior to successful completion by the Proponent of the final Milestone, and in the event that the Territory grants such consent, the Territory may impose such conditions as the Territory deems fit.
- 6.7 Unless it occurs as a direct result of the circumstances described in clause 4.6(b), a Change in Control of the Proponent after completion by the Proponent of the final Milestone, without the prior written consent of the Territory, will constitute a breach of this Deed. The Territory may not unreasonably withhold its consent to a Change in Control of the Proponent after completion by the Proponent of the final Milestone.
- 6.8 The Territory's policy at the Date of this Deed is that it will not grant its consent to a Change in Control of the Proponent prior to the successful completion by the Proponent of the final Milestone.

7 Electricity laws

- 7.1 In this clause a reference to Generating System includes a reference to a part of the Generating System, and the physical assets comprising its connection point to the Network.
- 7.2 The Proponent must for the duration of the term of its FiT entitlement:
- (a) ensure that any owner, operator, or controller of the Generating System (including itself where applicable) maintains any registration and accreditation required under the National Electricity Law or National Electricity Rules;
 - (b) not do anything, or permit anything to be done on its behalf, that requires the approval of AEMO or the NSP, without having that approval;
 - (c) not do anything, or permit anything to be done on its behalf, in relation to the Generating System, for which accreditation, licence, qualifications, approval or authority is required by law, without having, or ensuring that the relevant person has, such accreditation, licence, qualifications, approval or authority;
 - (d) comply with, and ensure that, any person owning, operating, controlling, or undertaking works in respect of the Generating System, complies with all directions of AEMO and the NSP which AEMO and the NSP are authorised under the National Electricity Law to issue;
 - (e) comply with, and ensure that, any person owning, operating, controlling, or undertaking works in respect of the Generating System complies with all lawful directions of the NSP and AEMO in respect of matters that may impact on the safe, secure and reliable operation of the Network or other assets connected to the Network (including other networks where applicable); and
 - (f) comply with any FiT support payment guidelines issued by the Minister under Part 4 of the Act.

8 Implementation of Plans

Safety, Health and Environment Plan

- 8.1 The Proponent must prepare a safety, health and environment (SH&E) plan that outlines in detail how it will comply, and ensure that the construction and operation of the Generating System will comply with every law, and every licence or other approval, made under any law that applies to the Proponent and/or the Facility with respect to their operations, including plans detailing compliance with any law, licence or other approval enacted, imposed or given after the date of the Deed of Entitlement or the Proponent's FiT entitlement comes into effect.
- 8.2 To the extent that laws, licences and approvals are not in effect on the date of the Deed of Entitlement with respect to safety, health and environmental regulation applicable to the Facility, the Proponent must prepare an SH&E Plan, that addresses the minimum SH&E requirements set out in this clause 8.
- 8.3 For the purposes of preparing any SH&E Plan, in the event of an inconsistency between a requirement under, or the Proponent's obligation to comply with:
- (a) a law, licence or approval; and
 - (b) the matters set out in this clause 8;

a requirement under, and an obligation to comply with, a law, licence or approval, will take precedence to the extent of any inconsistency. If the requirements set out in clause 8.2 can reasonably be complied with concurrently with requirements under an applicable law, licence or approval, the Proponent will address the matters set out in 8.2 to the fullest reasonable extent in an SH&E Plan.

- 8.4 The Proponent must submit a draft SH&E Plan by the Milestone date set out in Schedule 3 – Milestones for review by the Minister.
- 8.5 If the Minister requests that the draft SH&E Plan be revised for the purposes of ensuring the Proponent's compliance with SH&E laws in the Territory (or any other jurisdiction), then the Proponent must revise the Plan in accordance with the request and submit a revised Plan to the Minister within 3 weeks from the date of receipt of the request, or such longer period as nominated in the request.
- 8.6 It is a condition of the FiT Entitlement that a Proponent adhere to the SH&E Plan as reviewed by the Minister.
- 8.7 Any review by the Minister of an SH&E Plan shall not be construed as the Minister providing any representation that compliance with the Plan will result in avoidance of all health, safety and environmental risks, or that compliance with the Plan will result in compliance by the Proponent with all relevant laws and regulations. It remains the sole responsibility of the Proponent to ensure that it complies with all laws and regulations and that it take its own steps to guard against all health, safety and environmental risks.

Scope and Content of SH&E Plan Requirements

- 8.8 A Proponent will prepare an SH&E Plan that clearly identifies in detail:
- (a) that the generating system will be constructed in accordance with all relevant codes and standards for solar generation;
 - (b) that the generating system will be commissioned by a qualified electricity generation organisation and certified fit for that purpose;
 - (c) that the generating system will be operated in accordance with the SH&E Plan and procedures that:
 - detail the scope of SH&E impacts;
 - the parties responsible for SH&E; and
 - the procedures for verifying SH&E performance;
 - (d) safeguards, systems, procedures, risks, risk identification, risk minimisation and management, and all other matters to prevent and to remedy adverse SH&E impacts, on:
 - employees, visitors and neighbours within the vicinity (including aircraft) of the Facility;
 - systems that the Facility affects and in particular the electricity distribution system; and
 - the environment of the ACT as defined under the *Environment Protection Act 1997* (ACT) or the environment of the relevant host jurisdiction as defined under its local environment protection laws;
 - (e) all hazards, including potential hazards, introduced by the generating system, including all

hazardous substances present in, and emissions created by, the generating system and controlled during the operation and disposal of the generating system;

- (f) how to assess the potential for harm or impact associated with all hazards, hazardous substances and emissions of the generating system;
- (g) the party that is responsible for mitigating the harm or impacts;
- (h) the mitigation activity to be performed by the Proponent;
- (i) the method of verifying and validating the mitigation activities;
- (j) how the generating system complies with the requirements of the *ACT Work Safety Act 2008*, or similar requirements of any other participating jurisdiction that may apply to the generating system;
- (k) the SH&E reports that will be provided to the Minister (see Schedule), or the Minister's delegate as required by the Deed; and
- (l) the methods and controls planned for final disposal of the generation equipment.

Community Engagement Plan

- 8.9 The Proponent must meet the commitments and undertake the activities in Schedule 5 in the manner specified in Schedule 5, and within any timeframes specified in Schedule 5.

ACT Investment Plan

- 8.10 The Proponent must meet the commitments and undertake the activities in Schedule 6 in the manner specified in Schedule 6, and within any timeframes specified in Schedule 6.

9 Access to documents, premises and the Site

- 9.1 For the purpose of determining whether a Proponent is complying with, or has complied with, the Act, or for the purpose of determining whether there has been a failure to comply with, or a breach of a term or condition of this Deed, or other condition of the Proponent's FiT entitlement (monitoring purpose), an authorised employee, or authorised agent of the Territory may, upon giving 24 hours notice, enter and inspect the Site or Premises, including (to the extent relevant to the implementation of the Proposal) any building or facility on the Site or Premises.
- 9.2 The Territory may by written notice (production notice) given to the Proponent, request that the Proponent provide to the Territory, within the time stated in the notice, copies of any documents or information, or data stored by any means, that the Proponent or an interested person has access to and that are relevant to the implementation of the Proposal, and that the Territory, on reasonable grounds, considers relevant to a monitoring purpose.
- 9.3 The Proponent must ensure that it and any interested person gives to the Territory copies of any documents, information or data that the Territory requests under clause 9.2 above, within the time stated in the production notice, pursuant to obligations entered into prior to xx September 2018 (date of this Deed of Entitlement).
- 9.4 For the purposes of this clause 9, interested person means :
- (a) any employee or officer of the Proponent; and
 - (b) any other contractor, consultant, adviser or agent of the Proponent, or other person engaged by or on behalf of the Proponent in relation to implementing the Proposal.
- 9.5 The Proponent agrees to fully cooperate with, and do all things reasonably necessary, to facilitate an inspection of the Site and Premises by an authorised person under this clause for a monitoring purpose, and agrees to ensure that any interested person does the same.
- 9.6 The Proponent must ensure that:
- (a) access to the Site and Premises;
 - (b) cooperation of any interested person to facilitate access to the Site and Premises; and
 - (c) cooperation of any interested person to ensure compliance with any production notice;

is provided to the Territory in accordance with this clause 9 regardless of whether the Proponent owns, has possession of, or controls access to the Site, Premises, data or documentation, however, if the Site or Premises are not controlled or owned by a Group Member or a related party thereof, the Territory's access and inspection rights will be subject to the Territory complying with any reasonable site rules or limitations imposed on those rights of access and inspection by the relevant party that owns, or controls, the Premises and are required for occupation, health and safety reasons.

10 Insurance and indemnity

- 10.1 The Proponent must affect and maintain for the term of its FiT entitlement all insurance coverage required to be affected by it by law, and public liability insurance in an amount not less than the amount specified in Item 8 of Schedule 1, with a reputable insurer approved by the Territory.

- 10.2 The Proponent must produce evidence that it has in place the insurance required under clause 10.1 above within 14 days of a request being made by the Territory.
- 10.3 The Proponent indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Proponent in connection with the preparation, submission and implementation of the Proposal, including the operation of the Generating System and each Generating Unit, or any other activity undertaken by the Proponent under this Deed except to the extent that the Territory caused the relevant loss, damage or injury.
- 10.4 The indemnity in clause 10.3 above:
- a) applies regardless of any statutory, Territory or Ministerial approval, licence or entitlement given to the Proponent or in respect of its Proposal; and
 - b) applies in respect of acts and omissions of any person acting on behalf of the Proponent, or as a contractor or sub-contractor to the Proponent, as though such acts or omission were done by the Proponent.
- 10.5 The Proponent must, at its own expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in clause 10.3 above.

11 Transfer, Surrender & Cancellation of FiT entitlement

Application of Act

- 11.1 The Proponent must not surrender or transfer the FiT entitlement otherwise than in accordance with the Act.
- 11.2 The Proponent's FiT entitlement and entitlement to receive FiT support payments may, in accordance with section 13 of the Act be cancelled if the Minister believes, on reasonable grounds, that a condition of the FiT entitlement has not been met (including a failure to comply with the requirements of a breach notice issued pursuant to this Deed).
- 11.3 Section 13 of the Act provides that the Minister may not cancel a FiT entitlement without giving notice and an opportunity to the Proponent to provide reasons why the Proponent's FiT entitlement should not be cancelled.

Intended cancellation notice and Nominated Person

- 11.4 In the event that the Minister issues to the Proponent an intended cancellation notice pursuant to subsection 13(2) of the Act, the Territory will as soon as reasonably practicable after the intended cancellation notice is issued, give a copy of the notice to the Nominated Person, if any, by sending it to the address specified in Item 9 of Schedule 1, or if the Nominated Person has been changed in accordance with clause 11.8, to the new Nominated Person.
- 11.5 The Territory will, upon application being made by the Proponent, or by the Nominated Person with the Proponent's written consent, provide whatever reasonable assistance it can to the Proponent, or the Nominated Person, as the case may be, in its preparation and submission to the Minister of an application under section 15 of the Act to transfer the FiT entitlement to another person.
- 11.6 Subject to clauses 11.7 and 11.8, the person specified in Item 9 of Schedule 1, if any, is appointed as the Nominated Person for the purposes of this clause 11.
- 11.7 The Nominated Person may be changed by written notice to the Territory in accordance with clause 11.8.

- 11.8 A person must provide to the Territory a written consent in the form set out in Schedule 8, in order to be appointed as the Nominated Person for the purposes of this clause 11 and, where such person is a new Nominated Person for the purposes of clause 11.7, such notice must include the consent of the Nominated Person to be replaced.

Governing law and compliance with the law

- 11.9 This Deed is to be governed by, and construed in accordance with, the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.
- 11.10 The Proponent must comply with the laws from time to time in force in the Territory in implementing the Proposal and operating the Generating System and in relation to all incidental activities.

Notices

- 11.11 Any notice, including any other communication, required to be given or sent to either party under this Deed, must be in writing and given to the relevant Contact Officer. A notice under this Deed will be deemed to have been given:
- (a) if delivered by hand, on delivery;
 - (b) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
 - (c) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
 - (d) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.
- 11.12 Nothing in this section 11 limits, or in any way alters, the effect of any provisions of the Act relating to the giving of notice for any purpose.

Force Majeure and Change of Law

- 11.13 Any failure by the Proponent to comply with an obligation under this Deed, including without limitation to achieve a Milestone or to supply the minimum quantity of eligible electricity specified in Schedule 1 within the time specified in this Deed, will not amount to a failure to meet an obligation under this Deed (including the schedules) to the extent that such failure is caused directly by:
- (a) a force majeure event that is entirely outside of the control of the Proponent and that it would be unreasonable to expect the Proponent to have anticipated and factored into its planning when establishing and agreeing to the timelines provided for by this Deed; or
 - (b) a Change in Law made after the date of execution of this Deed.
- 11.14 For the avoidance of doubt, the Proponent's entitlement to relief under clause 11.13(a) above will include force majeure events that affect the performance of an equivalent obligation of a subcontractor to the Proponent under a subcontract or performance by a party that is the subject of an obligation under Schedule 6, provided such force majeure event is entirely outside of the control of the Proponent or that subcontractor or party that is the subject of an obligation under Schedule 6 and that it would be unreasonable to expect the Proponent or that subcontractor or party that is the subject of an obligation under Schedule 6 to have anticipated and factored into its planning when establishing and agreeing to the timelines provided for by this Deed.

- 11.15 A force majeure event for the purposes of clause 11.13(a) is an event entirely outside the control of the Proponent, including, but not limited to:
- (a) fire, storm, flood or other natural disaster;
 - (b) war, whether declared or not;
 - (c) riot, industrial disturbance or other civil unrest;
 - (d) acts of vandalism, sabotage, or terrorism;
 - (e) failure of the network or the connecting network service provider to meet their obligations to connect the generator under National Electricity Law; or
 - (f) acts or omissions by the Clean Energy Regulator in relation to the creation or transfer of large-scale generation certificates.

12 Variation

- 12.1 Subject to clause 12.2 this Deed can only be varied by the written agreement of the Proponent the Territory, and the Nominated Person, if any.
- 12.2 In accordance with the Act, this Deed cannot be varied without the approval of the Minister.

13 Term and Termination of Deed

- 13.1 Except for those clauses which survive termination or expiration of this Deed, this Deed will terminate upon transfer, surrender or cancellation of the Proponent's FiT entitlement in accordance with the Act.

Survival of clauses

- 13.2 The obligations in sections 9, 10, 15 and 16 survive the expiration or earlier termination of this Deed and the transfer, surrender and cancellation of the Proponent's FiT entitlement.

14 General Terms and Conditions

General responsibilities of parties

- 14.1 The Parties will act reasonably and in good faith with respect to matters that relate to this Deed.

No warranties or representations arise from evaluation of a Proposal

- 14.2 In making a favourable assessment of a Proposal, neither the Territory nor the Minister make any warranty or representation about the prospects of successful implementation of a Proposal.

Costs

- 14.3 Except as provided for specifically by this Deed, all costs relating to implementing the Proposal and complying with this Deed, and any other conditions that apply to the Proponent's entitlement to FiT support payments under the Act, will be borne by the Proponent.

- 14.4 Except as provided for specifically by this Deed, and as otherwise required by law, the Territory is not liable for making any payment to the Proponent for any reason, whether by way of compensation, re-imbusement or otherwise.

No employment, partnership or agency relationship

- 14.5 Nothing in this Deed constitutes one party, or its employees, agents or contractors as employees, partners or agents of the other party, or creates any employment, partnership or agency for any purpose.
- 14.6 The Proponent must not represent itself, and must ensure its employees, agents and contractors do not represent themselves, as being employees, partners or agents of the Territory.

Severability

- 14.7 Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

No waiver

- 14.8 Failure or omission by the Territory or the Minister at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect, or impair, that provision in any way, or the rights and remedies that the Territory may have in respect of that provision, or that the Minister may have under the Act.

Precedence of instruments

- 14.9 The provisions of the Act take precedence over the terms and conditions of this Deed to the extent of any inconsistency between them.
- 14.10 The notifiable instrument pursuant to which the Proponent is granted a FiT entitlement takes precedence over the terms and conditions of this Deed to the extent of any inconsistency between them.
- 14.11 The provisions of this Deed take precedence over the content of the Proposal to the extent of any inconsistency between them.

Providing false or misleading information

- 14.12 The Proponent acknowledges that the Minister has granted to the Proponent a FiT entitlement relying on the statements and representations made in the Proponent's Proposal.
- 14.13 The Proponent warrants that the statements and representations made in its Proposal are true and correct to the best of its belief and knowledge after making reasonable inquiries.
- 14.14 Without limiting the Territory's rights under the general law including any statute, the Proponent must not give information to the NSP that is false or misleading.
- 14.15 Without limiting the Territory's rights under the general law including any statute, the Proponent must not give information to the Territory that is false or misleading.
- 14.16 The Proponent acknowledges that providing false or misleading information may be an offence under the *Crimes Act 1900* (ACT).

Act to take precedence

14.17 This Deed is not intended to limit or vary the operation of the Act. Nothing in this Deed is to be taken to limit or fetter any right, power, obligation or function of the Territory or the Minister under the Act.

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15 Payment on repeal or amendment of the Act

Definitions

15.1 In this clause 15:

Independent Expert

means a firm of chartered accountants selected by the Parties in accordance with clauses 15.15 to 15.18 that meets the following criteria:

- (a) the firm is independent of each Party;
- (b) neither party has previously engaged the firm to provide services in relation to the ACT Community Solar Scheme;
- (c) the firm has experience in valuing renewable energy assets; and

the firm (and individuals to be utilised by the firm) are not arbitrators.

Market Value

means the market value of the assets of the Proposal (including, but not limited to, its interest in the land at the Site and the Generating System including associated plant and equipment and any connection assets) as determined in accordance with section 15.

Net Compensation Amount

means all losses, costs and expenses as calculated in accordance with clause 15.3 less any offset amounts calculated in accordance with clause 15.6, as agreed by the Parties or determined by the Independent Expert in accordance with section 15.

15.2 The Proponent will be entitled to be paid an amount in accordance with this clause 15 in the event that, within the period between the date of grant of the FiT entitlement and 29 October 2039:

- (a) the Act is repealed or amended;
- (b) the Minister imposes a condition on, or amends, the FiT entitlement after the date of the grant of the FiT entitlement and after the date of execution of this Deed (except where the condition or amendment is made in relation to a breach by the Proponent of a condition of the Proponent's FiT entitlement); or
- (c) any other Territory Law is enacted, amended or repealed;

and such amendment, repeal, enactment or condition terminates the Proponent's right to receive, reduces the amount of, or otherwise directly adversely affects the value of, the FiT support payments that the Proponent is entitled to receive at the date of the grant of the FiT entitlement, or such amendment, repeal, enactment or condition would make it illegal, impossible or impracticable for the Proponent to implement the Proposal as contemplated by the Parties at the date of grant of the FiT entitlement (**the amendment or repeal**).

15.3 Subject to, and in accordance with, sub-clauses 15.4 to 15.21 of this section, the Proponent will be paid an amount by the Territory so as to cover the Proponent's actual, contingent or prospective liability for losses, costs and expenses incurred by the Proponent in its reliance on the grant of the FiT entitlement up to the date the Proponent has actual knowledge that the

amendment or repeal was likely to occur (including those losses, costs and expenses incurred that require the Proponent to make a payment at a future time), including without limitation payment for:

- (a) any net loss, costs and expenses that are due to binding legal commitments having been entered into by the Proponent in reliance on the grant of FiT entitlement prior to the date of the amendment or repeal and without the Proponent having actual knowledge that the amendment or repeal was to occur, including, without limitation, all amounts paid or payable by the Proponent under any financing document in respect of the Proposal; and
- (b) any net loss, costs and expenses incurred by the Proponent in implementing the Proposal pursuant to this Deed, including, without limitation, any loss, costs and expenses incurred in the course of, or as a result of, the development, construction, financing and operation of the Generating System.

15.4 The Proponent will not be paid an amount in respect of, or compensated for, any losses, costs or expenses that are not incurred directly as a result of the amendment or repeal and will not be paid any amount in respect of, or compensated for any indirect, consequential, special, anticipatory or expectation losses, nor for any loss of opportunity, loss of future profit, future earnings or other benefit, whether that be loss of future FiT Support Payments or other future profit, income or benefit from any source.

15.5 The Proponent will not be paid any amount in respect of, or compensated for loss, expense, cost, damage or liability of any kind:

- (a) that the Proponent, acting reasonably, could have taken, or could, at the date of making a claim for compensation under this clause, take steps to mitigate;
- (b) arising from legal commitments or obligations (whether in law, equity or under statute) binding the Proponent pursuant to which the Proponent is required to pay another person any indirect, consequential, special, or expectation losses, or any loss of profits, earnings, opportunity or other future benefit;
- (c) in the nature of monies owing to its shareholders, owners, investors, partners, financiers, banks or any other associate or person which represents a loss of future earnings or future profit including without limitation any future dividends or interest, or loss of opportunity to those persons;
- (d) arising from decisions made in relation to its, or its associated entities', taxation affairs in reliance on the grant of the FiT entitlement; and
- (e) incurred by the Proponent in the preparation of its proposal in the Auction or incurred as legal or professional expenses in negotiating or settling this deed or settling any dispute under this deed, including in relation to this clause.

15.6 Any amount payable by the Territory under this section 15 will be offset by:

- (a) any amount that becomes payable to the Proponent under statute as a direct result of the amendment or repeal, including any amount payable under statute to the Proponent as compensation for the amendment or repeal, or to replace or offset the costs, losses or expenses of the Proponent as a result of the amendment or repeal;
- (b) the proceeds paid or payable on the sale of any assets after the date of amendment or repeal that the Proponent acquired for the purpose of implementing its Proposal, pursuant

to this Deed, provided that such sale was on an arm's length basis, or otherwise an amount that reflects the Market Value of those assets; and

- (c) the Market Value of the assets owned by the Proponent that it acquired for the purpose of implementing its Proposal pursuant to this Deed (including, but not limited to, its interest in the land at the Site, the Generating System including associated plant and equipment and any connection assets), but excluding any amount calculated under sub-clause (6)(b).

- 15.7 In making a claim for payment under this clause, the Proponent will provide to the Territory its detailed written estimation (including reasonable evidence) of the Net Compensation Amount as calculated in accordance with this clause within 90 days of the occurrence of an event described in clause 15.2, and the Parties will negotiate in good faith to agree on the Net Compensation Amount to be paid under this clause. The Territory (acting reasonably) will be under no obligation to agree to any Net Compensation Amount under this clause that has not been substantiated in detail by the Proponent and supported by reasonable evidence. The Proponent will maintain and will provide the Territory with access to any records that the Territory reasonably requires to enable its own assessment of the Net Compensation Amount.
- 15.8 The Territory will pay any Net Compensation Amount agreed by the Parties under clause 15.7, or as determined by the Independent Expert under clauses 15.15 to 15.21, to the Proponent within 30 Business Days of such agreement or determination. The Parties agree (and agree to instruct the Independent Expert) that the Net Compensation Amount will be adjusted to include all losses, costs and expenses under clause 15.3 incurred by the Proponent, and any offset amounts under clause 15.6, up to the date the Net Compensation Amount is agreed or determined.
- 15.9 In no event, whether during the Term of the FiT entitlement or following its expiration, and whether during or after the Term of this Deed, or following earlier termination of this Deed, shall the Territory's liability for a claim made under this clause exceed the cap amount that applies at the date of the amendment or repeal specified in the following table:



- 15.10 If the Proponent makes two or more claims under this clause because of the occurrence of two or more separate instances of an amendment or repeal, the Territory will take into account, in determining whether (or the extent to which) a cap amount has been reached in relation to the latest amendment or repeal, every earlier payment made by the Territory under this clause. In such event, the maximum liability of the Territory in relation to the latest amendment or repeal will be the cap amount specified in the table that applies to the latest amendment or repeal, less the sum of all earlier payments made to the Proponent under this clause.
- 15.11 Payment by the Territory of the full amount agreed to by the Proponent under this clause will constitute full and final settlement of any liability that the Territory has to the Proponent under this clause and the Proponent agrees not to make any further claim against the Territory for any further compensation for any losses, cost, damage or expense, arising directly or indirectly from the amendment or repeal.
- 15.12 The Proponent agrees that, during the period between the date that the Proponent has actual or constructive knowledge that the amendment or repeal is likely to occur, and the date the Net Compensation Amount is determined under this clause , it will not voluntarily undertake any transaction that has the effect of materially diminishing the Market Value of the net assets of the Proponent, including without limitation, by any dividend payment, share buyback, capital reduction, transfer of assets other than on arm's length basis or redemption of any redeemable preference shares, provided that nothing in this clause prevents the Proponent from entering into and forming transactions in the ordinary course of business.
- 15.13 If the Proponent takes any action contrary to clause 15.10 then the Parties agree that the effect that such action had on diminishing the Market Value of the net assets of the Proponent is to

be disregarded for the purposes of determining the offset amounts under clauses 15.6(b) and (c).

- 15.14 The Parties agree that if the Proponent is paid any amount under this clause the Proponent may elect, at its sole discretion, to terminate this Deed. In this event, the Minister will repeal the Grant of Entitlement associated with the relevant generating system.

Appointment of Independent Expert and Determination of Net Compensation Amount

- 15.15 If the Parties, despite having negotiated in good faith, cannot agree on the Market Value of the assets for the purposes of clause 15.6(c), or cannot resolve any dispute about a proper amount for clause 15.6(b), within 20 Business Days of the written estimation provided by the Proponent to the Territory under clause 15.7, then the Parties must appoint the Independent Expert to determine the Net Compensation Amount to be paid by the Territory under this section 15 and the provisions of clauses 15.16 to 15.21 will apply to the determination of the Net Compensation Amount by the Independent Expert.
- 15.16 If the Parties have not agreed on the Independent Expert within 40 Business Days of the written estimation provided by the Proponent to the Territory under clause 15.7, then the Parties agree that the Independent Expert shall be selected (based on the same criteria for selecting the Independent Expert) by the President for the time being of the Institute of Chartered Accountants in Australia, Australian Capital Territory Branch.
- 15.17 The Parties must instruct the Independent Expert to have regard to all normal valuation factors that the Independent Expert thinks are relevant, including the assumptions that there is a willing, but not anxious, buyer and a willing, but not anxious, seller of the assets and that there is reasonable time in which to sell the assets being valued in the open market (for that purpose 120 Business Days is deemed to be a reasonable time).
- 15.18 The Parties agree that the Independent Expert's terms of appointment will include the following requirements:
- (a) the Independent Expert must have regard to any principles set out in this Deed, and all relevant material, in relation to the determination of the Net Compensation Amount;
 - (b) the Independent Expert must consult with the Parties concerning the proposed Net Compensation Amount, the methodology of its determination, and the relevant materials they have considered;
 - (c) the Independent Expert must keep confidential all information provided by, or on behalf of the Parties, to the Independent Expert;
 - (d) the Independent Expert may make inquiries in relation to any matter he or she considers appropriate, and take the advice of any other person the Independent Expert wishes (including with any suitably qualified legal advisor who is independent of each Party);
 - (e) the Independent Expert must make a draft report available to the Parties (that must include reasons for its determination) within 20 Business Days after its appointment;
 - (f) the Independent Expert must meet with representatives of the Parties to discuss any queries it might have in relation to the draft report; and
 - (g) the Independent Expert must use reasonable endeavours to notify the Parties of its determination within 10 Business Days after the date on which it makes its draft report

available.

- 15.19 The Parties agree that the Independent Expert acts as an expert and not as an arbitrator and that the dispute will not be an arbitration for the purpose of the *Commercial Arbitration Act 1986 (ACT)*.
- 15.20 The Parties will provide the Independent Expert with access to any documents, records or information in its possession or control that the Independent Expert reasonably requires to enable its determination of the Net Compensation Amount, and copies of any such documents, records or information provided to the Independent Expert will be provided to the other Party.
- 15.21 The Independent Expert's determination is, subject to any manifest error, error of law or a failure by the Independent Expert to follow the requirements under clause 15.18, final and binding on the Parties. All costs of the Independent Expert in providing its determination will be borne by the Territory.

16 Ownership of material

- 16.1 Subject to the rights of any third party, ownership of:
- (a) all Deed Material, including any intellectual property rights in that material, vests on its creation in the Proponent;
 - (b) all Proponent Material, including any intellectual property rights in that material, remains with the Proponent; and
 - (c) all Territory Material, including any intellectual property rights in that material, remains with the Territory.

Licence of material

- 16.2 This clause 16 does not limit, or affect in any way, a party's obligation to comply with its obligations under clauses 16.7 and 16.14 below (Non-disclosure of Confidential Information).
- 16.3 The Territory grants to the Proponent a royalty-free, non-exclusive licence to use the Territory Material for the Term.
- 16.4 For the purpose of clause 16.3 above "use" means to supply, reproduce, publish, perform, communicate on-line, adapt and broadcast for such purposes as are reasonably necessary for the Proponent to implement the Proposal and to ensure compliance with this Deed, and such other uses agreed by the Territory.
- 16.5 The Proponent grants to the Territory, its contractors and agents, a royalty-free, perpetual, non-exclusive licence to use the Proponent Material and Deed Material.
- 16.6 For the purpose of clause 16.5 above "use" means to supply, reproduce, publish, perform, communicate on-line, adapt and broadcast for the following purposes:
- (a) the Territory's own internal briefing and reporting requirements;
 - (b) Ministerial and Cabinet briefing;
 - (c) undertaking, and publishing the results of, and reviews of, the FiT capacity release made under the Act;
 - (d) policy development;

- (e) assessing and ensuring the Proponent's compliance with this Deed; and
- (f) administration of the Act and this Deed generally.

Third party rights

16.7 The Proponent must ensure:

- (a) the use of any Proponent Material or Deed Material by the Territory in accordance with the licence in clause 16.5, above, will not infringe the intellectual property rights of any third party; and
- (b) no fees, royalties, or other payments, are payable in respect of any third party rights as a result of the Territory's (or its contractors', or agents') use of any such material in accordance with the licence in clause 16.5 above.

Moral rights

16.8 The Proponent must, in relation to the authors of any work that comprises, or forms part of, any Deed Material or the Proponent Material provided by the Proponent to the Territory:

- (a) use its best endeavours to include in the material an attribution of those authors; and
- (b) procure from those authors their genuine written consent for the Territory to:
 - perform any act in respect of the work in accordance with the licence given under clause 16.5 above;
 - in so doing not to attribute the author as the author of the work; and
 - materially alter the work in any way.

Safekeeping and preservation of material

16.9 The Proponent must ensure the safe-keeping and proper preservation of all Deed Material, Proponent Material and Territory Material in its possession or control for the Term of the FiT entitlement and deliver to the Territory all Territory Material on the expiration or termination of this Deed (other than copies of material that the Territory has authorised the Proponent to retain).

Non-disclosure of Confidential Information

16.10 The Proponent must:

- (a) use Territory Confidential Information held in connection with this Deed, or the Act, or in relation to implementing the Proposal, only for the purposes of fulfilling its obligations under this Deed and not to disclose any of the Territory's confidential information without the prior approval of the Territory;
- (b) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cth) as if they were provisions of this Deed and the Proponent was a collector and record-keeper of the personal information as defined in the Act; and
- (c) notify the Territory, immediately, if the Proponent becomes aware that a disclosure of

Territory Confidential Information is required by law, or an unauthorised disclosure of Territory Confidential Information has occurred.


- 16.11 Except as provided in this Deed, the Proponent must not disclose Territory Confidential Information to any person without the prior written consent of the Territory except to the extent that the Territory Confidential Information is:
- (a) required or authorised to be disclosed by law;
 - (b) disclosed to the Proponent's solicitors, auditors, insurers or professional advisers or financiers or bona fide potential financiers;
 - (c) generally available to the public; or
 - (d) in the possession of the Proponent without restriction in relation to disclosure before the date of receipt from the Territory.
- 16.12 The Proponent must take all reasonable measures to ensure that Territory Confidential Information accessed, or held by it in connection with this Deed, is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose including by imposing upon the Proponent's personnel obligations of confidentiality and ensuring that only its authorised personnel have access to Territory Confidential Information.
- 16.13 The Proponent acknowledges that the publication or communication of any fact or document by a person that has come to its knowledge, or into its possession or custody by virtue of the performance of this Deed (other than to a person to whom the Proponent is authorised to publish or disclose the fact or document), may be an offence under section 153 of the *Crimes Act 1900 (ACT)*, the maximum penalty for which is 2 years imprisonment.

Territory's use of Proponent Confidential Information

- 16.14 Except as provided in this Deed, the Territory must not disclose Proponent Confidential Information to any person without the prior written consent of the Proponent (whose consent will not be unreasonably withheld) except to the extent that the Proponent's Confidential Information:
- (a) is required, or is authorised to be, disclosed under law. For the avoidance of doubt, disclosure of information for the purposes of allowing the electricity distributor to comply with its obligations under the Act will be considered required or authorised by law;
 - (b) is reasonably necessary for the enforcement of the criminal law;
 - (c) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
 - (d) is generally available to the public;
 - (e) is in the possession of the Territory, without restriction, in relation to disclosure before the date of receipt from the Proponent;
 - (f) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
 - (g) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

Schedule 1– Deed Details

Item 1.	Contact Officers	<p>For the Territory: <i>Name:</i> Hugo Temby <i>Position:</i> Manager, Energy Projects <i>Address:</i> 16 Challis Street, DICKSON, ACT 2602 <i>Email:</i> hugo.temby@act.gov.au <i>Telephone:</i> 02 62059337</p> <p>For the Proponent: <i>Name:</i> Lawrence McIntosh <i>Position:</i> Principle Executive Officer <i>Address:</i> c/- Conservation Council ACT Region, Lena Karmel Lodge, 14/26 Barry Drive, Canberra ACT 2601 <i>Email:</i> [REDACTED] <i>Telephone:</i> [REDACTED]</p>
Item 2.	Term of FiT entitlement	20 years from the FiT Support Start Date
Item 3a.	Completion Date	As specified in Notifiable Instrument: 30 October 2019
Item 3b.	FiT Support Start Date	As specified in Notifiable Instrument: 30 October 2019
Item 4.	Minimum annual quantity of eligible electricity	328 MWh
Item 5.	Maximum annual quantity of eligible electricity	2,778 MWh
Item 6.	Amount of FiT	FiT \$195.60/MWh
Item 7.	Site	Rural block 707 Majura
Item 8.	Public Liability Insurance	Public liability insurance: \$20 million (in respect of each claim)

Item 9.	Nominated Person	To be advised in writing to the Territory by the Proponent, If applicable, in accordance with this Deed. Nicolas Fejer Chairperson 
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Schedule 2– Generating System

Location:	As per Schedule 1, item 7
Maximum power (AC) output that the generating system could produce as measured at the point of connection to the electricity network:	1.0MW
Generating System configuration:	The generating system will consist of up to 4,866 photovoltaic modules, connected via a transformer to a separately metered (separate for market settlement purposes) point of connection to the interconnected national electricity system.

Schedule 3– Milestones

Milestone	Date
Obtain required interest in land	27/02/2012
Submit application for development approval, including EIS	02/05/2013
Development approval obtained and all other environmental, planning and building approvals required by law to construct generating system obtained, including under the <i>Environment Protection and Biodiversity Conservation Act 1999 (Cth)</i> , if required	30/09/2015
Secure funds or agreement for implementation of proposal through appropriate agreements with equity investors and/or financial institutions and/or renewable energy developer ('financial/development close')	05/03/2019
Obtain registration as a generator, or exemptions as required under the National Electricity Rules	05/05/2019
Execute connection agreement with network service provider	06/04/2019
Commence construction of generating system	22/09/2019
Connect and supply eligible electricity to the electricity network (Completion Date)	30/10/201930/11/2019

Schedule 4– Specified Personnel and Specified Contractors

Specified Personnel

Lawrence McINTOSH	<u>Principle Executive Officer</u> Based in Canberra
	<u>Project Advisor</u> Based in Canberra

Specified Contractors

SolarShare Community Ltd will enter into a full service EPC with Eppo Pty Ltd.

Schedule 5– Community Engagement Plan

GOALS AND DESIRED OUTCOMES

GOAL

The goal of SolarShare's Community Engagement Plan is to facilitate meaningful input from Canberra community stakeholder groups into the SolarShare decision making process. This will be done throughout the lifecycle of the project to enable relationships based on mutual trust and respect. This plan establishes a framework to outline the ongoing activities to which SolarShare has committed in a) the lead up to the commencement of construction, b) construction, c) operation, d) decommission, and e) continued evaluation.

DESIRED OUTCOMES

The desired outcomes of the CEP are:

- 1 To direct input from relevant community stakeholders into key decisions surrounding the solar farm including location and impact on the surrounds;
- 2 To achieve local support for the relevant planning permit conditions;
- 3 To provide a clear route for Community stakeholders to provide feedback and endorsement or critique of proposed Phases in the project.
- 4 To ensure Community stakeholders have up-to-date and accessible information throughout the lifecycle of the project;
- 5 To fulfil relevant conditions of the ACT Government's Community Solar Scheme
- 6 To put in place measures to record and respond to community concerns, queries and complaints with the aim of working collaboratively to resolve any issues;
- 7 To hold SolarShare accountable to commitments made to the community throughout each phase of the project;
- 8 To ensure SolarShare activities have broad support and provide opportunities for stakeholders to have input into pre-construction activities and further phases of the project;
- 9 To uphold the positive reputation of SolarShare and the project; and
- 10 To contribute towards ongoing support for solar farms in general in the ACT.

KEY STAKEHOLDERS

SolarShare has identified the following key stakeholders:

- 1 Local residents and neighbouring owners
 - a. Majura residents group
- 2 Landowner
 - a. Private landowner (winery) with 99 year lease on land
- 3 Traditional owners
 - a. Ngunnawal people
- 4 Local institutions
 - a. AFP
 - b. Department of Defence
 - c. AFP driver skills training
- 5 Community groups with an interest in the Majura Valley
 - a. North Canberra community council
 - b. Friends of Mt Majura
 - c. Molonglo Catchment group
 - d. Friends of Grasslands (FOG)
 - e. Canberra ornithologists group (COG)
 - f. Conservation Council
 - g. Greening Australia
- 6 Other Community groups involved in SolarShare's site selection decision (due to other sites being shortlisted in that area)
 - a. Tuggeranong Community Council
 - b. Inner South Canberra Community Council
 - c. Royalla residents group
 - d. Belconnen community council
- 7 Other community groups that were approached regarding the best way to seek input should potential sites exist in their area
 - a. Weston Creek Community Council
- 8 ACT Government, in particular the:
 - a. Environment, Planning and Sustainable Development Directorate
 - b. National Capital Authority
- 9 General public
- 10 Media
- 11 Employment networks
 - a. Contractors
- 12 Education providers
 - a. SEE-Change
 - b. Australian National University
 - c. University of Canberra
 - d. Canberra Institute of Technology

FRAMEWORK FOR EVALUATION INCLUDING TIMEFRAMES

It is imperative that community engagement processes begin as early as possible, so that a diverse range of community views can be considered in the development of the project. In our case, community engagement has been an ongoing activity.

The framework for continuous monitoring and evaluation of our community engagement activities is adapted from the guidelines developed by the CEC (Community Engagement Guidelines for the Australian Wind Industry). A series of guiding questions are listed at each Phase of the project to promote continual assessment of our community engagement activities and to ensure project

delivery in an open, inclusive, responsive and accountable manner.

Activity	Evaluation	Timeline
Phase 0: Site Selection	<ol style="list-style-type: none"> 1 Have we introduced ourselves to the relevant landowners, community stakeholders and local government authorities as needed? 2 How are we communicating information to the above stakeholders? 3 Are we aware of the questions from the community during the approval period and are we providing answers as needed? 4 Do we have clear processes for communication? Are community members aware of these processes and how to use them? 	August 2014 to March 2015
Phase 1: Pre-construction Feasibility	<ol style="list-style-type: none"> 1 Are we disclosing balanced, timely, clear and complete information about the project process? 2 Is the process of decision-making open to community participation? 3 Do we have a good record and understanding of all the stakeholders' concerns and expectations? 4 Are there mechanisms in place to ensure that stakeholders can request and receive information? 5 Have we identified and communicated non-negotiable aspects of the project? 6 Have we responded to the issues raised by stakeholders? 7 Have we identified potential impacts of the solar farm and communicated these to relevant stakeholders? 8 Is community support for the project increasing? 9 Are expectations of stakeholders managed with honesty and openness? 	April 2015 to Financial close
Phase 1: Pre-construction Planning and Approvals	<ol style="list-style-type: none"> 1 Are there mechanisms in place to ensure that stakeholders are up to date with the planning and approvals process? Is information about these processes clear and accessible? 2 Are there opportunities for all stakeholders to raise questions and input their opinions in the project design? 3 Are planning decisions sufficiently open to discussion? 4 Have we established a system to register and address any issues that the community might have with the planning process? 5 Are we providing regular updates to the community on the status of the project approval? 6 Are we aware of the questions from the community during the approval period and providing answers as needed? 	April 2015 to Financial close

Activity	Evaluation	Timeline
Phase 2: Construction	<ol style="list-style-type: none"> 1 Is the information about project timeframes, location, etc. publicly available? 2 Is information about project risks and opportunities disclosed? 3 Are all relevant groups represented in our engagements? 4 What degree of participation do the community have in our decision making process? 5 Are we responding to any questions raised by community? 6 Are there mechanisms to track complaints and ensure remedy when needed? 7 Is there a mechanism to monitor, evaluate and report significant impacts as a result of the construction? 	Financial close to Project Completion
Phase 3: Operation	<ol style="list-style-type: none"> 1 Is there enough publicly available information for the community to assess our progress? 2 Are we proactive in demonstrating our performance to the community (i.e. site visits)? 3 Are we partnering with relevant local groups? 4 Is all feedback from the community related to our operations considered in our decisions and activities? 5 Do communities feel that their opinions are relevant to us and that we answer them? 6 Is there a reporting system in place to account for and regularly communicate activities? 	Project Completion to end of project life
Phase 4: Decommissioning	<ol style="list-style-type: none"> 1 Have we informed the community about the process of decommissioning and the potential impacts for the community in a clear and complete manner? 2 Is the community aware of the steps that we will take? 3 Are there open channels for the community to comment on the approach to decommissioning? 4 Are we addressing community concerns about the future? 5 Are we communicating our intentions to the community? 6 Are we sufficiently accountable for all the environmental, social and economic impacts that might result from decommissioning? 	Approx 2047

Points that have been taken into consideration when working with community organisations include:

- Engagement activities should be conducted in ways that respect the time constraints often experienced by volunteers in community organisations.
- Where possible, avoiding engagement over the Christmas/January holiday period and also being mindful of school holiday periods.
- Not all community organisations use email regularly; courtesy phone calls as follow-ups to emails may be required.

EVIDENCE OF COMMUNITY SUPPORT AND CURRENT COMMUNITY ENGAGEMENT

Support for the SolarShare is evident through letters of support received from stakeholders and current pledges from the local community in support of the solar farm.

There is currently \$2.8m pledged by over 500 ACT community members in support of the farm. Community support is from a range of individuals from students to retirees to local businesses pledging amounts ranging from \$350 to \$250,000.

SolarShare is aware that previously negative publicity has arisen around other large-scale solar farms in the ACT. This makes it even more important for us to effectively engage the local community to identify local values and inform the decisions and activities of the project.

Schedule 6 – ACT Investment Plan

The table, below, is a summary of the ACT investment commitments made by SolarShare Canberra under this deed:

<i>Commitment</i>	<i>Section</i>
Use of services of local firms on the project wherever possible	6 a)
Contribute \$1,500 per year to Landcare	6 a)
Collaboration with University of Canberra students to enable internships or research projects with SolarShare	6 b)
Collaboration with the CIT Renewable Energy Skills Centre of Excellence to enable student solar farm skill development	6 b)
Collaboration with the ANU's Fenner School of Environment and Society to enable the provision of data for research purposes	6 c)
Collaboration with the ANU's Energy Change Institute to enable research projects including through the provision of bursaries of \$500 per student (up to three students)	6 c)
Exploration of a collaboration with the ANU's Engineering Research School of the development of a sophisticated photovoltaic module verification and testing research facility in Canberra	6 c)

The scale of SolarShare's proposed 1MW solar farm is relatively modest from a commercial standpoint. Yet the economic development benefits SolarShare will bring to the Territory are more than commensurate with the size of the \$2.8 million project.

SolarShare's community-owned business will address all four priority areas in the Renewable Energy Local Investment Framework, and thereby contribute to the development of the ACT renewable energy industry, in the following ways:

a) Delivering enduring benefits to local businesses through the inclusion of regional contractors and labour force.

Local businesses, contractors and labour force will benefit through the award of work during the construction and ongoing maintenance of the SolarShare solar farm.

SolarShare will contract the services of Epha to construct the solar farm, and Epha will source much of the labour for construction and other work locally from the ACT. Epha expects to hire approximately eight subcontractors to execute the SolarShare project.

SolarShare will also contract Epha to provide Operation and Maintenance teams, with the employment of locally based staff on a part-time basis for at least two years (the duration of SolarShare's Operation and Maintenance contract with Epha).

Canberra based renewable energy consultancy IT Power has been selected to provide independent engineering review and certification for the delivery of the Majura Project by the EPC Contractor.

Additionally, SolarShare's policy is to use the services of local firms wherever possible. To date, we have already engaged local professional advisers Chamberlain's law firm, Pricewaterhouse Coopers (Canberra), local design firm "Papercut" and local printing companies.

SolarShare is also committed to supporting local farms and other businesses in the Majura Valley, the location of the community solar farm. The ACT Government has highlighted the Majura Valley as part of the Eastern Broadacre area that could attract future employment, industrial and related uses. SolarShare and the neighbouring Mount Majura Solar farm represent the kind of light industry envisaged by such strategic planning.

At the same time, SolarShare supports the Majura Valley Landcare Group's vision for the Majura Valley as one which retains the Canberra Bush Capital ambience, and which combines sustainable farming, local produce, the protection and further development of native woodlands and grasslands, and a focus on eco tourism, while working in harmony with light industry such as the solar project. The recent highly successful Majura Valley Bush Festival organised by local landholders, and which attracted over 8000 visitors at its inaugural festival, demonstrates the strong potential for realising this vision.

To seed this collaboration, SolarShare commits to establishing a Land Care Grant fund of \$1,500 annually, to continue to preserve the natural beauty of the Majura Valley and in particular the Majura Valley tourism trail (as identified by the Majura Valley Landcare group). Planting selection will be determined through a decision making process which includes the Molonglo Catchment Group and Majura Valley Landcare group.

b) Building Canberra's capacity as a national tertiary education and trades' skills hub

SolarShare and UC signed a Memorandum of Understanding in March 2015 on a collaboration with the UC business faculty. Under this MOU, UC and SolarShare will collaborate to allow UC students (engaged in fields of study including Marketing, Management, HR, Strategy, Ethics, Building and Construction, Entrepreneurship and Innovation) to benefit from participating in 'real world' projects for their studies, for example through internships or research projects with SolarShare.

SolarShare has consulted with South East Region of Renewable Energy Excellence (SERREE) and Majura Valley land-care representatives, to provide an avenue for UC interns to direct their efforts towards marketing and communications for the renewable energy trail, and other future development of the Majura valley as an iconic bush capital and eco-tourism destination so close to Canberra's international airport. UC business students will have the opportunity to hone their business skills and studies in line with these regional tourism development opportunities, which include:

- Renewable energy;
- Local food and wine;
- Geological tourism;
- Heritage events; and
- Cycling

in a manner consistent with land-care and SERREE initiatives already underway.

SolarShare will work with UC academic staff in defining such projects, arranging placements in organisations such as SERREE, and where appropriate, offering a stipend or prize for the best project / report or deliverable as a means of attracting high calibre students and rewarding their contribution. Under the MOU, this program will be subject to annual reviews, and will run for an initial 3 years (See Attachment L). This collaboration is contingent upon SolarShare receiving a Feed-in Tariff deed of entitlement through the ACT Government community solar scheme.

Through an introduction by SERREE, SolarShare has also established a relationship with the Renewable Skills Centre of Excellence Project at the Canberra Institute of Technology (CIT). At this early stage, the CIT Project Manager and SolarShare have agreed to commence the collaboration with field trips to SolarShare by CIT teachers to familiarise them with the skills needed to maintain

such a facility, and then incorporate these into CIT skills training.

The preparatory work for the community solar farm has been implemented with significant volunteer input. Our volunteers have been exposed to challenges and learning experiences which have provided them with new skills and networks. This benefits the local economy by increasing the skill base in the renewable energy sector. This preparatory work and documentation has been made available online to other community organisations who wish to pursue a community-owned renewable project.

c) Stimulating productive research partnerships that will develop the capacity and global recognition of the ACT's tertiary institutions;

FENNER SCHOOL COLLABORATION

The Australian National University's Fenner School of Environment and Society (the ANU) has expressed keen interest in developing research and educational opportunities for use of the data collected by community solar facilities. In January 2015, SolarShare and ANU signed a Memorandum of Understanding proposing collaboration in this area once the SolarShare plant is constructed.

Specifically, SolarShare will provide ANU with generation data from SolarShare's activities. Under the MOU, ANU is entitled to access the solar farm to install and use research equipment, including a data-logger and weather instrumentation (further detail on research outcomes provided in "Fenner School – SolarShare Collaboration", Attachment L. There has been a recent change in focus of the proposed research to undertake dust monitoring and this will be reflected in a revised agreement with ANU).

If SolarShare's proposal is successful, then the research carried out under this MOU would help develop the ANU's capacity as outlined above, and would potentially increase its global recognition, given that some of the research findings would be novel, and would contribute useful data to the world-class solar research capabilities at the ANU.

ENERGY CHANGE INSTITUTE COLLABORATION

The Australian National University's Energy Change Institute and SolarShare have developed a collaborative framework that aims to:

- Attract high calibre undergraduate Honours and Masters students to the ACT interested in studying sustainability and energy change;
- Foster a multidisciplinary approach to energy change by offering students research projects in areas such as Engineering, Marketing, Law, Environmental Science and Finance; and
- Disseminate publicly available results from ANU research to SolarShare in carrying out its business in community owned energy generation.

Specifically, SolarShare will:

- Work with the ANU academic staff in scoping appropriate research projects;
- Provide appropriate management and supervision support to research students engaged in projects supported by this collaboration;
- Provide a bursary of \$500 per student, up to an annual total of \$1,500 (3 students) as a means of attracting high calibre students; and
- Commit to an initial three-year collaboration with scope for ongoing partnering following review.

ANU ENGINEERING RESEARCH SCHOOL COLLABORATION

SolarShare is exploring a potential collaboration with the ANU Engineering Research School on verification and quality testing of PV modules in an outdoor environment. The expected local

benefits are expected to be:

- Development of a stronger PV module verification and testing research capability in Canberra, with flow-on effects to the creation of local businesses in this field;
- Sales of PV module verification and testing services to manufacturers and others such as Clean Energy Council;
- Enhanced industry/community support for ANU research and development; and
- Annual cohorts of 10-15 postgraduate students with exposure to, and better understanding of, the SolarShare business model (as a result of SolarShare lecture/s within the new ANU course on Photovoltaic Power Plants:

<http://programsandcourses.anu.edu.au/2017/course/ENGN8830>).

d) Growing the local corporate footprint of national and international businesses

Sydney-based EPC contractor Epho envisages two of its staff working full-time on construction of SolarShare's farm for 1 month, and will also be involved in the design, procurement and delivery of the works which will require visiting Canberra in the 6 months leading up to construction. In addition, Epho will have locally based part-time employees engaged in operation and maintenance of the farm for at least 2 years.

Schedule 7– Reports

<p>Quarterly Construction Reports</p>	<p>The Proponent must provide a Quarterly Construction Report for each three month period (a 'construction period'), coinciding with calendar quarters, from the execution of this Deed until the Completion Date written into a template provided by EPSDD.</p> <p>Each Quarterly Construction Report must be provided with 14 days of the end of each construction period and must contain:</p> <ul style="list-style-type: none"> • Details of any changes to the management structure and ownership of the Proponent within the construction period; • Details of actions taken and outcomes in relation to Schedule 5 (Community Engagement Plan) and Schedule 6 (ACT Investment Plan) within the construction period; • A traffic light indicator for each milestone set out in Schedule 3 (Green = 'on track to achieve milestone date', Amber = 'milestone date at risk', Red = 'milestone date unable to be achieved'); and • A brief status description for each milestone set out in Schedule 3, including new issues arising and progress made within the construction period.
<p>Annual Generation Reports</p>	<p>The Proponent must provide an Annual Generation Report for the financial year in which the generating system is operational.</p> <p>Each Annual Generation Report must be provided within 3 months of the end of a financial year and be written on a template provided by EPSDD and must contain:</p> <ul style="list-style-type: none"> • Details of any changes to the management structure and ownership of the Proponent within the financial year; • An electronic record (CSV file) of 5 minute interval generation data as metered at the point of connection to the electricity network for the financial year; • Details of any changes to equity and debt finance arrangements for the generating system within the generation year; • Details of any changes to the generating system that might result in an increase or decrease in rates of generation; and • A report addressing requirements set out in the Safety, Health and Environment Plan (required under section (e) of this Deed); and • Information specifically related to the progress of the implementation of the Community Engagement Plan and ACT Investment Plan.
<p>Other Reports</p>	<p>The Proponent must provide, within a reasonable timeframe, information specifically related to the construction, operation or management of the generating system or performance under this deed, requested by the Territory and reasonably required for the purposes of verifying performance against this Deed or as reasonably required to inform renewable energy policy development in the Territory.</p>

Schedule 8– Consent to be appointed as Nominated Person

I consent to [Name of proposed Nominated Person] being appointed as a Nominated Person for the purposes of the Deed of Entitlement entered into on [date] between the Australian Capital Territory and [name of Proponent] in relation to the grant of a FiT entitlement under [name and number of Notifiable Instrument] made pursuant to the *Electricity Feed-in (Large-scale Renewable Energy Generation) Act 2011*.

Signed:

Date: _____

Name:

As an authorised person for and on behalf of [Name of Nominated Person/Company Name]

Position:

ACN or ABN:

Address for service of copy of notices:

Execution page for Deed of Entitlement

DATE OF THIS Deed _____

Executed as a Deed for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
in the presence of:) Signature of Territory delegate

.....
Signature of witness Print name

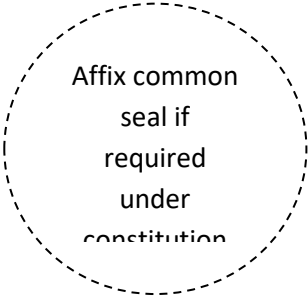
.....
Print name

Executed as a Deed by)
.....)
.....) Signature of director/ individual*
Print name *DELETE whichever is not applicable (see note)

for and on behalf of
SolarShare Community Energy Ltd,
ACN 600 571 220

in the presence of:

.....
Signature of director/ secretary/ witness*
*DELETE whichever is not applicable (see note below)



.....
Print name

Note:
Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Proponent's constitution.
Individual: Must be signed by the individual Proponent and witnessed.

Australian Capital Territory

Electricity Feed-in (Large-scale Renewable Energy Generation) FiT Entitlement 2018 (No 1)

Notifiable instrument NI2018–xxx

made under the

Electricity Feed-in (Large-scale Renewable Energy Generation) Act 2011, s 11 (FiT entitlement – grant)

1 Name of instrument

This instrument is the *Electricity Feed-in (Large-scale Renewable Energy Generation) FiT Entitlement 2018 (No 1)*.

2 Commencement

This instrument commences on the day after notification.

3 Grant of FiT Entitlement

I grant SolarShare Community Energy Ltd (ACN 600 571 220) a FiT entitlement as set out in sections 4 to 7 of this instrument.

4 Term

The term of the FiT entitlement is 20 years commencing on 30 November 2019.

5 Amount of feed-in tariff entitlement

The amount of the FiT entitlement is \$195.60 (GST exclusive) per megawatt-hour.

6 Maximum quantity of eligible electricity

The maximum quantity of eligible electricity, in a financial year, in relation to which the FiT entitlement holder is entitled to be paid a FiT support payment, is 2,778 megawatt hours.

7 Requirements for the FiT entitlement holder's large renewable energy generator

The FiT entitlement holder's large renewable energy generator must:

1. Be located in the Australian Capital Territory on rural block 707 Majura;
2. Use solar energy as its renewable electricity source;
3. Have a generating capacity no greater than 1.0 megawatts alternating current at the point of electrical connection to the Australian Capital Territory distribution network; and
4. Consist of up to 4,866 photovoltaic modules connected via a transformer to a single point of connection to the Australian Capital Territory distribution network.

Shane Rattenbury
Minister for Climate Change and Sustainability
2018

From: Bales, Scott
Sent: Tuesday, 4 December 2018 9:39 AM
To: 'Lawrence McIntosh'; Temby, Hugo; [REDACTED] Nick Fejer
Subject: RE: Solarshare draft deed v2 [SEC=UNCLASSIFIED]
Attachments: SolarShare draft Deed of Entitlement - v2.docx

Hi Lawrence,

Please find attached, sorry about the formatting issues. I've also updated the dates and the panel quantity.

Kind regards,

- Scott Bales

From: Lawrence McIntosh [REDACTED]
Sent: Monday, 3 December 2018 7:11 PM
To: Temby, Hugo <Hugo.Temby@act.gov.au>; [REDACTED] Nick Fejer
Cc: Bales, Scott <Scott.Bales@act.gov.au>
Subject: Re: FW: Solarshare draft deed v2 [SEC=UNCLASSIFIED]

Hi Hugo,

Thanks for the time on the phone, I'm sorry that word has been playing up. Thanks to you and to Scott nonetheless for your efforts in updating the doc to address the various issues we discussed.

It sounds like you will get a moment to send us a clean version tomorrow. Much appreciated. For the clean up tomorrow I spotted a few things that might save you double handling:

For the below clauses I think we are agreed that date is 30 November now

- o 16.2
- o 16.10 Table "Amendment or repeal occurs between (dates inclusive)"
- o Schedule 1 item 3a and 3b:

For Schedule 2: We had discussed increasing the allowed panel quantity by 10% (to 5352) to allow EPC a means of make-good if they are unable to meet contracted performance.

Thanks, the revised deed is still under review by the SolarShare board but I will be pushing hard to get it signed this week. We are planning the public release of our offer document with ASIC on the 13th of December.

Kind regards
Lawrence McIntosh
Principal Executive Officer: SolarShare
www.solarshare.com.au
[REDACTED]

On Fri, Nov 30, 2018 at 4:04 PM Temby, Hugo <Hugo.Temby@act.gov.au> wrote:

Hi Lawrence

Please see the latest version of the draft deed, incorporating feedback from our legal team.

Can you please review and let us know if this all looks ok? Scott and I happy to discuss if any questions.

Best

Hugo

Hugo Temby | Manager, Energy Projects

Phone: +612 6205 9337 |  Email: hugo.temby@act.gov.au

Energy Markets and Renewables | Environment, Planning and Sustainable Development Directorate | ACT Government

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DEED OF ENTITLEMENT

SolarShare Community Solar Farm

AGREEMENT UNDER THE ELECTRICITY FEED-IN (LARGE-SCALE
RENEWABLE ENERGY GENERATION) ACT 2011

Date xx December 2018

Parties Australian Capital Territory
and
Majura Community Energy
Project Pty Ltd

Draft V2

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PARTIES: AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the Environment, Planning and Sustainable Development Directorate.

Majura Community Energy Project Pty Ltd, ACN 626 632 657, of c/- Conservation Council ACT Region, Lena Karmel Lodge, 14/26 Barry Drive, Canberra ACT 2601 (**Proponent**).

1 Background

- 1.1 The Proponent participated in a direct grant process (auction) run by the Territory pursuant to the *Electricity Feed-in (Large-scale Renewable Energy Generation) Act 2011* (the Act) and, pursuant to that auction, has been granted by notifiable instrument (NI2018 xxx) a feed-in tariff (FiT) entitlement subject to certain conditions.
- 1.2 Section 12(1)(b)(iii) of the Act provides that one of the conditions of a FiT entitlement is that the holder complies with any written agreement that the Minister requires the holder to enter into with the Territory pursuant to section 12(3) of the Act.
- 1.3 This Deed comprises the written agreement that the Minister requires the Proponent to enter into pursuant to section 12(3) of the Act.

2 Interpretation

Definitions

- 2.1 The following definitions apply in this Deed, unless the context otherwise requires.

Act	means the <i>Electricity Feed-in (Large-scale Renewable Energy Generation) Act 2011</i> .
AEMO	means Australian Energy Market Operator Limited ACN 072 010 327, or any replacement or successor body.
AER	means the Australian Energy Regulator which is established under section 44AE of the <i>Competition and Consumer Act 2010</i> (Cth) or any replacement or successor body.
Auction	means the competitive process established by the Request for Proposals issued by the Minister under the Act pursuant to which the Proponent has been granted a FiT entitlement on conditions.
Breach notice	means a notice given by the Territory to the Proponent in accordance with clause 4.1.
Business Day	means a day (not being a Saturday or Sunday) on which banks are open for general banking business in Canberra.

Change in Control	means in relation to the Proponent, where a person who did not (directly or indirectly) effectively Control the Proponent at the date of grant of FiT entitlement, either alone, or together with others, acquires Control of the Proponent.
Change in Law	means: <ul style="list-style-type: none">(a) the repeal, amendment or enactment of any law, statute, order, regulation or by-laws of the Commonwealth or any State or Territory of Australia(b) any condition imposed on the Proponent's FiT entitlement, or amendment to the FiT entitlement, by the Minister after the date of the grant of the FiT entitlement and after the date of execution of this Deed (except where the condition or amendment is made in relation to a breach by the Proponent of a condition of the Proponent's FiT entitlement); and(c) a change to the National Electricity Law or the National Electricity Rules.
Clean Energy Regulator	means the regulator established under the <i>Clean Energy Regulator Act 2011</i> (Cth) or any replacement or successor body.
Completion Date	means the date specified in Item 3a Schedule 1.
Confidential Information	means Proponent Confidential Information and Territory Confidential Information.
Connection Agreement	means the agreement between the NSP and the Proponent by which the NSP provides access to the Network and related electricity distribution, transmission services or other assets.
Connection Point	means a point of supply of electricity to the Network agreed to by the Proponent and the Network Service Provider.
Contact Officers	means, in relation to each party, the representatives whose names and contact details are specified in Item 1 of Schedule 1 or as notified from time to time by one party to the other.

Control	<p>in relation to the Proponent includes:</p> <ol style="list-style-type: none">1. the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of voting equity in the Proponent;2. the ability to dispose or exercise control over the disposal of more than 50% of the shares or other form of equity in the Proponent;3. the ability to appoint or remove all or a majority of the directors of the Proponent;4. the ability to exercise or control the exercise of the casting of a majority of the votes cast at the meetings of the board of directors of the Proponent; and5. any other means, whether direct or indirect, of dominating the decision making and financial operating policies of the Proponent.
Cure Plan	<p>means a cure plan agreed between the parties in accordance with clause 4.2.</p>
Deed	<p>means this deed, including any schedules and attachments.</p>
Deed Material	<p>means all material created, written or otherwise brought into existence by or on behalf of the Proponent as part of, or for the purpose of, implementing the Proposal and complying with this Deed, including all reports (whether in draft or final form), documents, information and data stored by any means but does not include Proponent Material.</p>
Directorate or EPSDD	<p>means the Environment, Planning and Sustainable Development Directorate, an administrative unit of the Territory.</p>
Eligible electricity	<p>has the same meaning as in the Act.</p>
Feed-in Tariff or FiT	<p>has the same meaning as in the Act and, in relation to the Proponent, is the amount specified in Item 6 of Schedule 1.</p>
FiT entitlement	<p>has the same meaning as in the Act.</p>
FiT support payment	<p>has the same meaning as in the Act.</p>
FiT Support Start Date	<p>means the date specified in Item 3b Schedule 1.</p>
Generation Resources	<p>means the Generating System, the Generation Control Assets, and the Generation Network.</p>

Generation Control Asset	means any solar monitoring equipment at the Site, and any systems used for monitoring or controlling the Generating System or the Generation Network, other than the systems of the operator of the Network or AEMO.
Generation Network	means the electric power network which connects Generating Units within the Generating System and connects the Generating System to the Network, and includes all power transformers, inverters, converters, conditioners, and metering and monitoring equipment on the Generating System side of the point of connection to the Network.
Generating System	means the generating system described in Schedule 2 in respect of which the Proponent has been granted a FiT entitlement.
Generating Unit	means a generator of electricity and all the equipment essential to its functioning as a single entity.
Insolvency Event	means the occurrence of any one or more of the following events in relation to the Proponent: <ul style="list-style-type: none">(a) an application is made to a court for an order that a provisional liquidator, or receiver, or receiver and manager, be appointed, and the application is not withdrawn, struck out or dismissed within 15 business days of it being made;(b) a liquidator or provisional liquidator is appointed;(c) an administrator or a controller (as defined under section 9 of the <i>Corporations Act 2001</i> (Cth)) is appointed to it or any of its assets;(d) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, other than the application of solvent reconstruction; or(e) anything occurs under the law of any jurisdiction that has a substantially similar effect to any of the above paragraphs of this definition.
Intended cancellation notice	means an intended cancellation notice issued pursuant to subsection 13(2) of the Act.

Material Assets means these assets in relation to the Proposal:

- (a) the Generation Resources;
- (b) spares, inventory and manuals in relation to the Generation Resources, other than those owned by the manufacturer or distributor of those spares and inventory;
- (c) any leasehold interest in any of the Site;
- (d) any licence to use any of the Site;
- (e) the rights and interests in the Connection Agreement (other than the rights and interest of the NSP);
- (f) the rights and interests in the contracts to engineer, procure or construct any of the Generation Resources and/or Site Premises, other than the rights and interests of the person undertaking that engineering, procurement or construction; or
- (g) the rights and interests in the contracts to operate and/or maintain any of the Generation Resources and/or Site Premises, other than the rights and interests of the person undertaking that operation or maintenance.

Milestones means the milestones set out in

Location:	As per Schedule 1,
Maximum power (AC) output that the generating system could produce as measured at the point of connection to the electricity network:	1.0MW
Generating System configuration:	The generating system consists of 4,866 photovoltaic panels connected to a transformer to a separate mark point of connection to the national electricity network.

Schedule 3.

Minister means the Minister responsible for administering the Act, or his or her delegate.

MW means megawatt, the unit of electrical power.

MWh means megawatt hour, the unit of electrical energy.

National Electricity Law means the National Electricity Law set out in the schedule to the *National Electricity (South Australia) Act 1996 (SA)* and applied as a law of the jurisdiction in which the Generating System is located.

National Electricity Market	means the market for wholesale trading in electricity operated by AEMO under the National Electricity Rules, or any replacement or successor market.
National Electricity Rules	means the national electricity rules established under the National Electricity Law, as amended from time to time, or any replacement or successor rules of conduct.
Network	means the network (as defined in the National Electricity Rules) to which the Proponent, in accordance with the Proposal, is to connect the Generating System.
Network Service Provider or NSP	means the Network Service Provider (as defined in the National Electricity Rules) that owns, operates or controls the Network and with whom the Proponent is to enter into a Connection Agreement.
Nominated Person	means the person, if any, appointed as Nominated Person under clause 12.7.
Notifiable Instrument	means the Notifiable Instrument pursuant to which the Proponent is granted a FiT entitlement under the Act.
Personal Information	means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
Premises	means any premises that the Proponent, or its personnel, employees, agents or contractors use (including places at which any material is stored) for the purpose of implementing the Proposal.
Proponent Confidential Information	means information provided by the Proponent to the Territory: <ul style="list-style-type: none">(a) that the Proponent notifies to the Territory is confidential; or(b) that the Territory knows, or ought reasonably know, is confidential; but does not include information that: <ul style="list-style-type: none">(a) is, or becomes, public knowledge other than by breach of this Deed;(b) has been independently developed or acquired by the Territory; or(c) has been notified by the Proponent to the Territory as not, or no longer being, confidential.

- Proponent Material** means all material owned by the Proponent, or by another person prior to the Proponent entering into this Deed, and used by the Proponent for the purpose of implementing the Proposal, or complying with this Deed, including documents, information and data stored by any means.
- Proponent's FiT entitlement** means the FiT entitlement granted to the Proponent under the Notifiable Instrument.
- Proposal** means to the extent that it is set out in the Schedules to this Deed, the proposal submitted by the Proponent in the Auction and approved by the Minister to develop, construct, finance and operate the Generating System at the Site and to supply renewable energy to a specified network and in respect of which the Proponent has been granted a FiT entitlement.
- Proposed Cure Plan** means a cure plan proposed by the Proponent in accordance with clause 4.2.

Specified
Contractor

means any contractor named in

Milestone
Obtain required interest in land
Submit application for development approval, including EIS
Development approval obtained and all other environmental, planning and building approvals required by law to construct generating system obtained, including under the <i>Environment Protection and Biodiversity Conservation Act 1999 (Cth)</i> , if required
Secure funds or agreement for implementation of proposal through appropriate agreements with equity investors and/or financial institutions and/or renewable energy developer ('financial/development close')
Obtain registration as a generator, or exemptions as required under the National Electricity Rules
Execute connection agreement with network service provider
Submit draft Safety, Health and Environment plan for review by the Minister
Commence construction of generating system
Connect and supply eligible electricity to the electricity network (Completion Date)

Schedule 4.

Specified Personnel

means any person named in

Milestone
Obtain required interest in land
Submit application for development approval, including EIS
Development approval obtained and all other environmental, planning and building approvals required by law to construct generating system obtained, including under the <i>Environment Protection and Biodiversity Conservation Act 1999 (Cth)</i> , if required
Secure funds or agreement for implementation of proposal through appropriate agreements with equity investors and/or financial institutions and/or renewable energy developer ('financial/development close')
Obtain registration as a generator, or exemptions as required under the National Electricity Rules
Execute connection agreement with network service provider
Submit draft Safety, Health and Environment plan for review by the Minister
Commence construction of generating system
Connect and supply eligible electricity to the electricity network (Completion Date)

Schedule 4.

Site

means the site of the Generating System specified in Item 7 of Schedule 1.

Site Premises

means any Premises on the Site.

Term of FiT entitlement

means the term of the Proponent's FiT entitlement as specified in the Notifiable Instrument and set out in Item 2 of Schedule 1.

Territory

means:

when used in a geographical sense, the Australian Capital Territory; and
when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988 (Cth)*.

- Territory Confidential Information** means the kind of information that:
- (a) is, or relates to, documents, submissions, consultations, policies, strategies, practices and procedures of the Territory that are by their nature confidential;
 - (b) is notified by the Territory to the Proponent as being confidential;
 - (c) in accessing it, or receiving it from the Territory, the Proponent ought reasonably to know is confidential; or
 - (d) is personal Information of a person provided by the Territory to the Proponent;
- but does not include information that:
- (a) is, or becomes, public knowledge other than by breach of this Deed;
 - (b) has been independently developed or acquired by the Proponent; or
 - (c) has been notified by the Territory to the Proponent as not, or no longer being confidential.
- Territory Law** means any law, statute, order, regulation, notifiable instrument or by-law of the Territory.
- Territory Material** means any material provided by the Territory to the Proponent for the purposes of this Deed including documents, equipment, information and data stored by any means.

General

- 2.2 In this Deed, unless a contrary intention is expressed:
- (a) references to 'Proponent' include any employees, volunteers, Directors, agents or subcontractors of the Proponent;
 - (b) references to legislation, or to provisions in legislation, include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation; and
 - (c) "assets" includes present and future properties, revenues and rights of every description.

3 Conditions of entitlement

Compliance with this Deed is a condition of the Proponent's FiT entitlement

- 3.1 In accordance with the Act, the Proponent's FiT entitlement and right to receive FiT support payments is conditional upon the Proponent ensuring compliance with the terms and conditions of this Deed.

- 3.2 A failure to comply with an obligation under this Deed is not, of itself, a breach of this Deed and is not, of itself, a failure by the Proponent to comply with a condition of its FiT entitlement. However, a failure by the Proponent to meet the requirements of a breach notice subsequently issued by the Territory in accordance with clause 4.1, and the requirements that follow from the issue of a breach notice set out in this section 4 in relation to a failure to meet an obligation under this Deed, is a breach of this Deed and is a breach of a condition of the Proponent's FiT entitlement under the Act.

Compliance with this Deed is in addition to conditions of entitlement under the Act

- 3.3 The Proponent's obligation to ensure compliance with this Deed as a condition of its entitlement to FiT support payments is in addition, and does not limit the other conditions that apply, to the Proponent's FiT entitlement by virtue of section 12 of the Act.

No requirement for Proponent to be at fault

- 3.4 Subject to clause 12.12, a failure to comply with an obligation under this Deed, and a failure to meet the requirements of a breach notice issued under clause 4.1, will be a failure to comply with a condition of the Proponent's FiT entitlement regardless of whether the failure was the result of any act or omission or fault on the part of the Proponent.

Reports

- 3.5 The Proponent must provide to the Territory the reports in the manner and at the times stated in Schedule 7.

Communications

- 3.6 The Proponent must give the Directorate reasonable notice of any public announcements relating to the Proponent's compliance with Milestones or other obligations outlined in this Deed.

4 Breach of this Deed

- 4.1 If the Proponent fails to meet an obligation provided for under this Deed, and clause 12.13 does not apply in respect of such failure, then the Territory may issue a written notice to the Proponent (breach notice) that:
- (a) specifies the obligation that the Proponent has failed to meet; and
 - (b) requires the Proponent to provide a Proposed Cure Plan to the Territory within 30 Business Days of receipt by the Proponent of the breach notice, or any such longer period specified in the breach notice; and
 - (c) specifies a default period of time, that shall be no less than 90 Business Days.
- 4.2 The Territory and the Proponent will negotiate in good faith to agree the Cure Plan within 20 Business Days of receipt by the Territory of the Proposed Cure Plan, or any such longer period that is agreed in writing between the Parties.
- 4.3 Any Cure Plan agreed under clause 4.2 must set out, at a minimum and without limitation:
- (a) details of how the Proponent (or the Nominated Person with the written consent of the Proponent) will rectify the failure, or take such action to address the failure, as specified in the breach notice; and

(b) a reasonable timeframe, being no less than 30 Business Days, within which the Proponent (or the Nominated Person with the written consent of the Proponent) will address, or remedy, the relevant failure and provide a written report to the Territory setting out the steps so taken to remedy the failure.

4.4 If the Proponent or the Nominated Person has cured or addressed the relevant failure specified in the breach notice within the default period of time provided under clause 4.1(c), or within the timeframe specified in a Cure Plan agreed under clause 4.2, then the Territory must promptly give written notice to the Proponent (and the Nominated Person) accordingly, and the Proponent will be taken to have cured the relevant failure under this Deed.

4.5 A failure by the Proponent to cure or address the relevant failure in accordance with a Cure Plan agreed under clause 4.2, or if no Cure Plan is agreed within the timeframe specified in clause 4.1(c) then a failure by the Proponent to cure the relevant failure within the default period of time specified in the breach notice, is a breach of this Deed and a breach of a condition of the Proponent's FiT entitlement under the Act.

The Territory will give a copy of any breach notice issued to the Proponent, and any notice of cure under clause 4.4, to the Nominated Person, if any, at the address for the Nominated Person specified in Item 9 of Schedule 1, or as otherwise stipulated by written notice in accordance with clause 11.7, at the same time as issuing the notice to the Proponent.

4.6 For the avoidance of doubt, neither of the following events will, of itself, constitute a breach of this Deed:

- (a) an Insolvency Event in respect of the Proponent; or
- (b) the enforcement by a Nominated Person or any third party of any rights under a security or other finance document that such a Nominated Person or third party has with respect to the Proponent.

4.7 The Territory acknowledges that, without limiting the liability of the Proponent under this Deed, neither the Nominated Person nor any third party appointed under the Nominated Person's security is or will be liable for any obligation or liability of the Proponent under this Deed or otherwise by reason only of the Nominated Person or third party attempting to remedy a breach of this Deed or exercising any of the rights, powers, or remedies under the Nominated Person's security.

4.8 The Territory consents to the Proponent giving security over any and all of its assets the subject of the Proposal, including its rights under this Deed.

5 Implementation of Proposal

5.1 The Proponent must implement the Proposal, and meet all Milestones by the dates specified in

Location:	As per Schedule 1, item 7
Maximum power (AC) output that the generating system could produce as measured at the point of connection to the electricity network:	1.0MW

Generating System configuration:	The generating system will consist of up to 4,866 photovoltaic modules, connected via a transformer to a separately metered (separate for market settlement purposes) point of connection to the interconnected national electricity system.
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- 5.2 Schedule 3, in accordance with the provisions of this Deed to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Proponent will be acting.

Minimum and maximum generation rates

- 5.3 Within 12 months of the Completion Date, the Proponent must supply to the Network the minimum annual quantity of eligible electricity specified in Item 4 of Schedule 1, and during every subsequent 12 months of the term of entitlement thereafter.
- 5.4 The maximum quantity of eligible electricity, in a financial year, in relation to which the proponent is entitled to be paid a FiT support payment, is the amount specified in Item 5 of Schedule 1.

Scheduling of maintenance

- 5.5 Planned maintenance of the generating system that may impact the production of eligible electricity must be scheduled and performed by the Proponent so as to minimise production losses at times of forecast above average spot market prices.
- 5.6 For the purposes of 5.5, an above average spot market price is a future price that can reasonably be expected to be materially above the average spot market price over the previous 12 month period, taking into account forecasts from the Australian Energy Market Operator, or any successor or equivalent bodies.

6 Specified Personnel & Specified Contractors

- 6.1 The Proponent acknowledges that the grant of its FiT entitlement is made on the basis of representations made by the Proponent in its Proposal that certain personnel and contractors will be engaged to perform certain work relating to implementing the Proposal.
- 6.2 In accordance with the Proponent's Proposal, the Proponent must ensure that the Specified Personnel and Specified Contractors, if any, listed in

Milestone	Date
Obtain required interest in land	27/02/2012
Submit application for development approval, including EIS	02/05/2013
Development approval obtained and all other environmental, planning and building approvals required by law to construct generating system obtained, including under the <i>Environment Protection and Biodiversity Conservation Act 1999 (Cth)</i> , if required	30/09/2015

Secure funds or agreement for implementation of proposal through appropriate agreements with equity investors and/or financial institutions and/or renewable energy developer ('financial/development close')	05/03/2019
Obtain registration as a generator, or exemptions as required under the National Electricity Rules	05/05/2019
Execute connection agreement with network service provider	06/04/2019
Submit draft Safety, Health and Environment plan for review by the Minister	22/06/2019
Commence construction of generating system	22/09/2019
Connect and supply eligible electricity to the electricity network (Completion Date)	30/11/2019

6.3 Schedule 4 undertake work on implementing the Proposal to the extent set out in

Milestone	Date
Obtain required interest in land	27/02/2012
Submit application for development approval, including EIS	02/05/2013
Development approval obtained and all other environmental, planning and building approvals required by law to construct generating system obtained, including under the <i>Environment Protection and Biodiversity Conservation Act 1999 (Cth)</i> , if required	30/09/2015
Secure funds or agreement for implementation of proposal through appropriate agreements with equity investors and/or financial institutions and/or renewable energy developer ('financial/development close')	05/03/2019
Obtain registration as a generator, or exemptions as required under the National Electricity Rules	05/05/2019
Execute connection agreement with network service provider	06/04/2019
Submit draft Safety, Health and Environment plan for review by the Minister	22/06/2019
Commence construction of generating system	22/09/2019
Connect and supply eligible electricity to the electricity network (Completion Date)	30/11/2019

6.4 Schedule 4.

- 6.5 Where Specified Personnel or Specified Contractors are unable to undertake such work, the Proponent must immediately notify the Territory. In such circumstances the Proponent must, if requested by the Territory, provide details of replacement personnel and/or contractors acceptable to the Territory, and appoint the acceptable replacement personnel and/or contractors at the earliest reasonable opportunity.
- 6.6 To be acceptable to the Territory, such personnel and contractors must be suitably qualified and must have, as a minimum, equivalent skills, training, experience and expertise as the Specified Personnel or Specified Contractors that were originally chosen for the role.
- 6.7 Unless as it occurs as a direct result of the circumstances described in clause 4.6(b), a Change in Control of the Proponent prior to successful completion by the Proponent of the final Milestone, without the Territory's prior written consent, will constitute a breach of this Deed.
- 6.8 The Territory may, in its absolute and unfettered discretion, grant consent to a Change in Control of the Proponent prior to successful completion by the Proponent of the final Milestone, and in the event that the Territory grants such consent, the Territory may impose such conditions as the Territory deems fit.
- 6.9 Unless it occurs as a direct result of the circumstances described in clause 4.6(b), a Change in Control of the Proponent after completion by the Proponent of the final Milestone, without the prior written consent of the Territory, will constitute a breach of this Deed. The Territory may not unreasonably withhold its consent to a Change in Control of the Proponent after completion by the Proponent of the final Milestone.
- 6.10 The Territory's policy at the Date of this Deed is that it will grant consent to a Change in Control as required to implement Community ownership, but otherwise will not grant its consent to a Change in Control of the Proponent prior to the successful completion by the Proponent of the final Milestone.

7 Electricity laws

- 7.1 In this clause a reference to Generating System includes a reference to a part of the Generating System, and the physical assets comprising its connection point to the Network.
- 7.2 The Proponent must for the duration of the term of its FiT entitlement:
 - (a) ensure that any owner, operator, or controller of the Generating System (including itself where applicable) maintains any registration and accreditation required under the National Electricity Law or National Electricity Rules;
 - (b) not do anything, or permit anything to be done on its behalf, that requires the approval of AEMO or the NSP, without having that approval;
 - (c) not do anything, or permit anything to be done on its behalf, in relation to the Generating System, for which accreditation, licence, qualifications, approval or authority is required by law, without having, or ensuring that the relevant person has, such accreditation, licence, qualifications, approval or authority;
 - (d) comply with, and ensure that, any person owning, operating, controlling, or undertaking works in respect of the Generating System, complies with all directions of AEMO and the NSP which AEMO and the NSP are authorised under the National Electricity Law to issue;
 - (e) comply with, and ensure that, any person owning, operating, controlling, or undertaking works in respect of the Generating System complies with all lawful directions of the NSP and AEMO in respect of matters that may impact on the safe, secure and reliable operation of the Network or other assets connected to the Network (including other networks where

applicable); and

- (f) comply with any FiT support payment guidelines issued by the Minister under Part 4 of the Act.

8 Implementation of Plans

Safety, Health and Environment Plan

- 8.1 The Proponent must prepare a safety, health and environment (SH&E) plan that outlines in detail how it will comply, and ensure that the construction and operation of the Generating System will comply with every law, and every licence or other approval, made under any law that applies to the Proponent and/or the Facility with respect to their operations, including plans detailing compliance with any law, licence or other approval enacted, imposed or given after the date of the Deed of Entitlement or the Proponent's FiT entitlement comes into effect.
- 8.2 To the extent that laws, licences and approvals are not in effect on the date of the Deed of Entitlement with respect to safety, health and environmental regulation applicable to the Facility, the Proponent must prepare an SH&E Plan, that addresses the minimum SH&E requirements set out in this clause 8.
- 8.3 For the purposes of preparing any SH&E Plan, in the event of an inconsistency between a requirement under, or the Proponent's obligation to comply with:
 - (a) a law, licence or approval; and
 - (b) the matters set out in this clause 8;a requirement under, and an obligation to comply with, a law, licence or approval, will take precedence to the extent of any inconsistency. If the requirements set out in clause 8.2 can reasonably be complied with concurrently with requirements under an applicable law, licence or approval, the Proponent will address the matters set out in 8.2 to the fullest reasonable extent in an SH&E Plan.
- 8.4 The Proponent must submit a draft SH&E Plan by the Milestone date set out in Schedule 3 – Milestones for review by the Minister.
- 8.5 If the Minister requests that the draft SH&E Plan be revised for the purposes of ensuring the Proponent's compliance with SH&E laws in the Territory (or any other jurisdiction), then the Proponent must revise the Plan in accordance with the request and submit a revised Plan to the Minister within 3 weeks from the date of receipt of the request, or such longer period as nominated in the request.
- 8.6 The Proponent must adhere to the SH&E Plan as reviewed by the Minister.
- 8.7 Any review by the Minister of an SH&E Plan shall not be construed as the Minister providing any representation that compliance with the Plan will result in avoidance of all health, safety and environmental risks, or that compliance with the Plan will result in compliance by the Proponent with all relevant laws and regulations. It remains the sole responsibility of the Proponent to ensure that it complies with all laws and regulations and that it take its own steps to guard against all health, safety and environmental risks.

Scope and Content of SH&E Plan Requirements

- 8.8 A Proponent will prepare an SH&E Plan that clearly identifies in detail:
 - (a) that the generating system will be constructed in accordance with all relevant codes and standards for solar generation;

- (b) that the generating system will be commissioned by a qualified electricity generation organisation and certified fit for that purpose;
- (c) that the generating system will be operated in accordance with the SH&E Plan and procedures that:
 - detail the scope of SH&E impacts;
 - the parties responsible for SH&E; and
 - the procedures for verifying SH&E performance;
- (d) safeguards, systems, procedures, risks, risk identification, risk minimisation and management, and all other matters to prevent and to remedy adverse SH&E impacts, on:
 - employees, visitors and neighbours within the vicinity (including aircraft) of the Facility;
 - systems that the Facility affects and in particular the electricity distribution system; and
 - the environment of the ACT as defined under the *Environment Protection Act 1997* (ACT) or the environment of the relevant host jurisdiction as defined under its local environment protection laws;
- (e) all hazards, including potential hazards, introduced by the generating system, including all hazardous substances present in, and emissions created by, the generating system and controlled during the operation and disposal of the generating system;
- (f) how to assess the potential for harm or impact associated with all hazards, hazardous substances and emissions of the generating system;
- (g) the party that is responsible for mitigating the harm or impacts;
- (h) the mitigation activity to be performed by the Proponent;
- (i) the method of verifying and validating the mitigation activities;
- (j) how the generating system complies with the requirements of the ACT *Work Safety Act 2008*, or similar requirements of any other participating jurisdiction that may apply to the generating system;
- (k) the SH&E reports that will be provided to the Minister (see Schedule), or the Minister's delegate as required by the Deed; and
- (l) the methods and controls planned for final disposal of the generation equipment.

Community Engagement Plan

- 8.9 The Proponent must meet the commitments and undertake the activities in Schedule 5 in the manner specified in Schedule 5, and within any timeframes specified in Schedule 5.

ACT Investment Plan

- 8.10 The Proponent must meet the commitments and undertake the activities in Schedule 6 in the manner specified in Schedule 6, and within any timeframes specified in Schedule 6.

9 Access to documents, premises and the Site

- 9.1 For the purpose of determining whether a Proponent is complying with, or has complied with, the Act, or for the purpose of determining whether there has been a failure to comply with, or a breach of a term or condition of this Deed, or other condition of the Proponent's FiT entitlement (monitoring purpose), an authorised employee, or authorised agent of the Territory may, upon giving 48 hours notice, enter and inspect the Site or Premises, including (to the extent relevant to the implementation of the Proposal) any building or facility on the Site or Premises.
- 9.2 The Territory may by written notice (production notice) given to the Proponent, request that the Proponent provide to the Territory, within the time stated in the notice, copies of any documents or information, or data stored by any means, that the Proponent or an interested person has access to and that are relevant to the implementation of the Proposal, and that the Territory, on reasonable grounds, considers relevant to a monitoring purpose. The Territory must not state a time for delivery of documents unless the Territory believes, on reasonable grounds, that the time stated is reasonable.
- 9.3 The Proponent must ensure that it and any interested person gives to the Territory copies of any documents, information or data that the Territory requests under clause 9.2 above, within the time stated in the production notice, pursuant to obligations entered into prior to xx December 2018 (date of this Deed of Entitlement).
- 9.4 For the purposes of this clause 9, interested person means :
- (a) any employee or officer of the Proponent; and
 - (b) any other contractor, consultant, adviser or agent of the Proponent, or other person engaged by or on behalf of the Proponent in relation to implementing the Proposal.
- 9.5 The Proponent agrees to fully cooperate with, and do all things reasonably necessary, to facilitate an inspection of the Site and Premises by an authorised person under this clause for a monitoring purpose, and agrees to ensure that any interested person does the same.
- 9.6 The Proponent must ensure that:
- (a) access to the Site and Premises;
 - (b) cooperation of any interested person to facilitate access to the Site and Premises; and
 - (c) cooperation of any interested person to ensure compliance with any production notice;

is provided to the Territory in accordance with this clause 9 regardless of whether the Proponent owns, has possession of, or controls access to the Site, Premises, data or documentation, however, if the Site or Premises are not controlled or owned by a Group Member or a related party thereof, the Territory's access and inspection rights will be subject to the Territory complying with any reasonable site rules or limitations imposed on those rights of access and inspection by the relevant party that owns, or controls, the Premises and are required for occupation, health and safety reasons.

10 Proponent to retain renewable energy certificates

- 10.1 This deed will not impact the ownership of the Large-scale Generation Certificates (LGCs) created by the Proponent under the *Renewable Energy (Electricity) Act 2000* (Cth). The Proponent is under no obligation to transfer the LGCs to the Territory.
- 10.2 The Proponent must ensure that its generating system is approved as a GreenPower Generator under National GreenPower Accreditation Program Rules.
- 10.3 The Proponent must, at no cost to the Territory, execute and provide to the Territory any instruments, documents or information that the Territory reasonably requires to confirm registration by the Proponent as an accredited Greenpower generator.

11 Insurance and indemnity

- 11.1 The Proponent must affect and maintain for the term of its FiT entitlement all insurance coverage required to be affected by it by law, and public liability insurance in an amount not less than the amount specified in Item 8 of Schedule 1, with a reputable insurer approved by the Territory.
- 11.2 The Proponent must produce evidence that it has in place the insurance required under clause 11.1 above within 14 days of a request being made by the Territory.
- 11.3 The Proponent indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Proponent in connection with the preparation, submission and implementation of the Proposal, including the operation of the Generating System and each Generating Unit, or any other activity undertaken by the Proponent under this Deed except to the extent that the Territory caused the relevant loss, damage or injury.
- 11.4 The indemnity in clause 11.3 above:
 - a) applies regardless of any statutory, Territory or Ministerial approval, licence or entitlement given to the Proponent or in respect of its Proposal; and
 - b) applies in respect of acts and omissions of any person acting on behalf of the Proponent, or as a contractor or sub-contractor to the Proponent, as though such acts or omission were done by the Proponent.
- 11.5 The Proponent must, at its own expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in clause 11.3 above.

12 Transfer, Surrender & Cancellation of FiT entitlement

Application of Act

- 12.1 The Proponent must not surrender or transfer the FiT entitlement otherwise than in accordance with the Act.
- 12.2 The Proponent's FiT entitlement and entitlement to receive FiT support payments may, in accordance with section 13 of the Act be cancelled if the Minister believes, on reasonable grounds, that a condition of the FiT entitlement has not been met (including a failure to comply with the requirements of a breach notice issued pursuant to this Deed).

- 12.3 Section 13 of the Act provides that the Minister may not cancel a FiT entitlement without giving notice and an opportunity to the Proponent to provide reasons why the Proponent's FiT entitlement should not be cancelled.

Intended cancellation notice and Nominated Person

- 12.4 In the event that the Minister issues to the Proponent an intended cancellation notice pursuant to subsection 13(2) of the Act, the Territory will as soon as reasonably practicable after the intended cancellation notice is issued, give a copy of the notice to the Nominated Person, if any, by sending it to the address specified in Item 9 of Schedule 1, or if the Nominated Person has been changed in accordance with clause 11.8, to the new Nominated Person.
- 12.5 The Territory will, upon application being made by the Proponent, or by the Nominated Person with the Proponent's written consent, provide whatever reasonable assistance it can to the Proponent, or the Nominated Person, as the case may be, in its preparation and submission to the Minister of an application under section 15 of the Act to transfer the FiT entitlement to another person.
- 12.6 Subject to clauses 12.7 and 11.8, the person specified in Item 9 of Schedule 1, if any, is appointed as the Nominated Person for the purposes of this clause 11.
- 12.7 The Nominated Person may be changed by written notice to the Territory in accordance with clause 11.8.
- 12.8 A person must provide to the Territory a written consent in the form set out in Schedule 8, in order to be appointed as the Nominated Person for the purposes of this clause 11 and, where such person is a new Nominated Person for the purposes of clause 11.7, such notice must include the consent of the Nominated Person to be replaced.

Governing law and compliance with the law

- 12.9 This Deed is to be governed by, and construed in accordance with, the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.
- 12.10 The Proponent must comply with the laws from time to time in force in the Territory in implementing the Proposal and operating the Generating System and in relation to all incidental activities.

Notices

- 12.11 Any notice, including any other communication, required to be given or sent to either party under this Deed, must be in writing and given to the relevant Contact Officer. A notice under this Deed will be deemed to have been given:
- (a) if delivered by hand, on delivery;
 - (b) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
 - (c) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
 - (d) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.
- 12.12 Nothing in this section 11 limits, or in any way alters, the effect of any provisions of the Act relating to the giving of notice for any purpose.

Force Majeure and Change of Law

- 12.13 Any failure by the Proponent to comply with an obligation under this Deed, including without limitation to achieve a Milestone or to supply the minimum quantity of eligible electricity specified in Schedule 1 within the time specified in this Deed, will not amount to a failure to meet an obligation under this Deed (including the schedules) to the extent that such failure is caused directly by:
- (a) a force majeure event that is entirely outside of the control of the Proponent and that it would be unreasonable to expect the Proponent to have anticipated and factored into its planning when establishing and agreeing to the timelines provided for by this Deed; or
 - (b) a Change in Law made after the date of execution of this Deed.
- 12.14 For the avoidance of doubt, the Proponent's entitlement to relief under clause 11.13(a) above will include force majeure events that affect the performance of an equivalent obligation of a subcontractor to the Proponent under a subcontract or performance by a party that is the subject of an obligation under Schedule 6, provided such force majeure event is entirely outside of the control of the Proponent or that subcontractor or party that is the subject of an obligation under Schedule 6 and that it would be unreasonable to expect the Proponent or that subcontractor or party that is the subject of an obligation under Schedule 6 to have anticipated and factored into its planning when establishing and agreeing to the timelines provided for by this Deed.
- 12.15 A force majeure event for the purposes of clause 11.13(a) is an event entirely outside the control of the Proponent, including, but not limited to:
- (a) fire, storm, flood or other natural disaster;
 - (b) war, whether declared or not;
 - (c) riot, industrial disturbance or other civil unrest;
 - (d) acts of vandalism, sabotage, or terrorism;
 - (e) failure of the network or the connecting network service provider to meet their obligations to connect the generator under National Electricity Law; or
 - (f) acts or omissions by the Clean Energy Regulator in relation to the creation or transfer of large-scale generation certificates.

13 Variation

- 13.1 Subject to clause 12.2 this Deed can only be varied by the written agreement of the Proponent the Territory, and the Nominated Person, if any.
- 13.2 In accordance with the Act, this Deed cannot be varied without the approval of the Minister.

14 Term and Termination of Deed

- 14.1 Except for those clauses which survive termination or expiration of this Deed, this Deed will terminate upon transfer, surrender or cancellation of the Proponent's FiT entitlement in accordance with the Act.

Survival of clauses

- 14.2 The obligations in sections 9, 10, 11, 16 and 17 survive the expiration or earlier termination of this Deed and the transfer, surrender and cancellation of the Proponent's FIT entitlement.

15 General Terms and Conditions

General responsibilities of parties

- 15.1 The Parties will act reasonably and in good faith with respect to matters that relate to this Deed.

No warranties or representations arise from evaluation of a Proposal

- 15.2 In making a favourable assessment of a Proposal, neither the Territory nor the Minister make any warranty or representation about the prospects of successful implementation of a Proposal.

Costs

- 15.3 Except as provided for specifically by this Deed, all costs relating to implementing the Proposal and complying with this Deed, and any other conditions that apply to the Proponent's entitlement to FIT support payments under the Act, will be borne by the Proponent.
- 15.4 Except as provided for specifically by this Deed, and as otherwise required by law, the Territory is not liable for making any payment to the Proponent for any reason, whether by way of compensation, re-imbusement or otherwise.

No employment, partnership or agency relationship

- 15.5 Nothing in this Deed constitutes one party, or its employees, agents or contractors as employees, partners or agents of the other party, or creates any employment, partnership or agency for any purpose.
- 15.6 The Proponent must not represent itself, and must ensure its employees, agents and contractors do not represent themselves, as being employees, partners or agents of the Territory.

Severability

- 15.7 Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

No waiver

- 15.8 Failure or omission by the Territory or the Minister at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect, or impair, that provision in any way, or the rights and remedies that the Territory may have in respect of that provision, or that the Minister may have under the Act.

Precedence of instruments

- 15.9 The provisions of the Act take precedence over the terms and conditions of this Deed to the extent of any inconsistency between them.

- 15.10 The notifiable instrument pursuant to which the Proponent is granted a FiT entitlement takes precedence over the terms and conditions of this Deed to the extent of any inconsistency between them.
- 15.11 The provisions of this Deed take precedence over the content of the Proposal to the extent of any inconsistency between them.

Providing false or misleading information

- 15.12 The Proponent acknowledges that the Minister has granted to the Proponent a FiT entitlement relying on the statements and representations made in the Proponent's Proposal.
- 15.13 The Proponent warrants that the statements and representations made in its Proposal are true and correct to the best of its belief and knowledge after making reasonable inquiries.
- 15.14 Without limiting the Territory's rights under the general law including any statute, the Proponent must not give information to the NSP that is false or misleading.
- 15.15 Without limiting the Territory's rights under the general law including any statute, the Proponent must not give information to the Territory that is false or misleading.
- 15.16 The Proponent acknowledges that providing false or misleading information may be an offence under the *Crimes Act 1900* (ACT).

Act to take precedence

- 15.17 This Deed is not intended to limit or vary the operation of the Act. Nothing in this Deed is to be taken to limit or fetter any right, power, obligation or function of the Territory or the Minister under the Act.

16 Payment on repeal or amendment of the Act

Definitions

16.1 In this clause 15:

Independent Expert

means a firm of chartered accountants selected by the Parties in accordance with clauses 16.16 to 16.19 that meets the following criteria:

- (a) the firm is independent of each Party;
- (b) neither party has previously engaged the firm to provide services in relation to the ACT Community Solar Scheme;
- (c) the firm has experience in valuing renewable energy assets; and

the firm (and individuals to be utilised by the firm) are not arbitrators.

Market Value

means the market value of the assets of the Proposal (including, but not limited to, its interest in the land at the Site and the Generating System including associated plant and equipment and any connection assets) as determined in accordance with section 15.

Net Compensation Amount

means all losses, costs and expenses as calculated in accordance with clause 16.3 less any offset amounts calculated in accordance with clause 16.6, as agreed by the Parties or determined by the Independent Expert in accordance with section 15.

16.2 The Proponent will be entitled to be paid an amount in accordance with this clause 15 in the event that, within the period between the date of grant of the FiT entitlement and 29 October 2039:

- (a) the Act is repealed or amended;
- (b) the Minister imposes a condition on, or amends, the FiT entitlement after the date of the grant of the FiT entitlement and after the date of execution of this Deed (except where the condition or amendment is made in relation to a breach by the Proponent of a condition of the Proponent's FiT entitlement); or
- (c) any other Territory Law is enacted, amended or repealed;

and such amendment, repeal, enactment or condition terminates the Proponent's right to receive, reduces the amount of, or otherwise directly adversely affects the value of, the FiT support payments that the Proponent is entitled to receive at the date of the grant of the FiT entitlement, or such amendment, repeal, enactment or condition would make it illegal, impossible or impracticable for the Proponent to implement the Proposal as contemplated by the Parties at the date of grant of the FiT entitlement (**the amendment or repeal**).

16.3 Subject to, and in accordance with, sub-clauses 16.4 to 15.21 of this section, the Proponent will be paid an amount by the Territory so as to cover the Proponent's actual, contingent or prospective liability for losses, costs and expenses incurred by the Proponent in its reliance on the grant of the FiT entitlement up to the date the Proponent has actual knowledge that the

amendment or repeal was likely to occur (including those losses, costs and expenses incurred that require the Proponent to make a payment at a future time), including without limitation payment for:

- (a) any net loss, costs and expenses that are due to binding legal commitments having been entered into by the Proponent in reliance on the grant of FiT entitlement prior to the date of the amendment or repeal and without the Proponent having actual knowledge that the amendment or repeal was to occur, including, without limitation, all amounts paid or payable by the Proponent under any financing document in respect of the Proposal; and
- (b) any net loss, costs and expenses incurred by the Proponent in implementing the Proposal pursuant to this Deed, including, without limitation, any loss, costs and expenses incurred in the course of, or as a result of, the development, construction, financing and operation of the Generating System.

16.4 The Proponent will not be paid an amount in respect of, or compensated for, any losses, costs or expenses that are not incurred directly as a result of the amendment or repeal and will not be paid any amount in respect of, or compensated for any indirect, consequential, special, anticipatory or expectation losses, nor for any loss of opportunity, loss of future profit, future earnings or other benefit, whether that be loss of future FiT Support Payments or other future profit, income or benefit from any source.

16.5 The Proponent will not be paid any amount in respect of, or compensated for loss, expense, cost, damage or liability of any kind:

- (a) that the Proponent, acting reasonably, could have taken, or could, at the date of making a claim for compensation under this clause, take steps to mitigate;
- (b) arising from legal commitments or obligations (whether in law, equity or under statute) binding the Proponent pursuant to which the Proponent is required to pay another person any indirect, consequential, special, or expectation losses, or any loss of profits, earnings, opportunity or other future benefit;
- (c) in the nature of monies owing to its shareholders, owners, investors, partners, financiers, banks or any other associate or person which represents a loss of future earnings or future profit including without limitation any future dividends or interest, or loss of opportunity to those persons;
- (d) arising from decisions made in relation to its, or its associated entities', taxation affairs in reliance on the grant of the FiT entitlement; and
- (e) incurred by the Proponent in the preparation of its proposal in the Auction or incurred as legal or professional expenses in negotiating or settling this deed or settling any dispute under this deed, including in relation to this clause.

16.6 Any amount payable by the Territory under this section 15 will be offset by:

- (a) any amount that becomes payable to the Proponent under statute as a direct result of the amendment or repeal, including any amount payable under statute to the Proponent as compensation for the amendment or repeal, or to replace or offset the costs, losses or expenses of the Proponent as a result of the amendment or repeal;
- (b) the proceeds paid or payable on the sale of any assets after the date of amendment or repeal that the Proponent acquired for the purpose of implementing its Proposal, pursuant

to this Deed, provided that such sale was on an arm's length basis, or otherwise an amount that reflects the Market Value of those assets; and

- (c) the Market Value of the assets owned by the Proponent that it acquired for the purpose of implementing its Proposal pursuant to this Deed (including, but not limited to, its interest in the land at the Site, the Generating System including associated plant and equipment and any connection assets), but excluding any amount calculated under sub-clause (6)(b).

- 16.7 In making a claim for payment under this clause, the Proponent will provide to the Territory its detailed written estimation (including reasonable evidence) of the Net Compensation Amount as calculated in accordance with this clause within 90 days of the occurrence of an event described in clause 15.2, and the Parties will negotiate in good faith to agree on the Net Compensation Amount to be paid under this clause. The Territory (acting reasonably) will be under no obligation to agree to any Net Compensation Amount under this clause that has not been substantiated in detail by the Proponent and supported by reasonable evidence. The Proponent will maintain and will provide the Territory with access to any records that the Territory reasonably requires to enable its own assessment of the Net Compensation Amount.
- 16.8 The Territory will pay any Net Compensation Amount agreed by the Parties under clause 16.7, or as determined by the Independent Expert under clauses 16.16 to 16.22, to the Proponent within 30 Business Days of such agreement or determination. The Parties agree (and agree to instruct the Independent Expert) that the Net Compensation Amount will be adjusted to include all losses, costs and expenses under clause 16.3 incurred by the Proponent, and any offset amounts under clause 16.6, up to the date the Net Compensation Amount is agreed or determined.
- 16.9 The Net Compensation Amount cannot be less than 0. In the event that the Net Compensation Amount is agreed or determined to be negative, the Net Compensation Amount will instead be taken to be \$0.
- 16.10 In no event, whether during the Term of the FiT entitlement or following its expiration, and whether during or after the Term of this Deed, or following earlier termination of this Deed, shall the Territory's liability for a claim made under this clause exceed the cap amount that applies at the date of the amendment or repeal specified in the following table:



- 16.11 If the Proponent makes two or more claims under this clause because of the occurrence of two or more separate instances of an amendment or repeal, the Territory will take into account, in determining whether (or the extent to which) a cap amount has been reached in relation to the latest amendment or repeal, every earlier payment made by the Territory under this clause. In such event, the maximum liability of the Territory in relation to the latest amendment or repeal will be the cap amount specified in the table that applies to the latest amendment or repeal, less the sum of all earlier payments made to the Proponent under this clause.
- 16.12 Payment by the Territory of the full amount agreed to by the Proponent under this clause will constitute full and final settlement of any liability that the Territory has to the Proponent under this clause and the Proponent agrees not to make any further claim against the Territory for any further compensation for any losses, cost, damage or expense, arising directly or indirectly from the amendment or repeal.
- 16.13 The Proponent agrees that, during the period between the date that the Proponent has actual or constructive knowledge that the amendment or repeal is likely to occur, and the date the Net Compensation Amount is determined under this clause , it will not voluntarily undertake any transaction that has the effect of materially diminishing the Market Value of the net assets of the Proponent, including without limitation, by any dividend payment, share buyback, capital reduction, transfer of assets other than on arm's length basis or redemption of any redeemable preference shares, provided that nothing in this clause prevents the Proponent from entering into and forming transactions in the ordinary course of business.
- 16.14 If the Proponent takes any action contrary to clause 16.11 then the Parties agree that the effect that such action had on diminishing the Market Value of the net assets of the Proponent is to

be disregarded for the purposes of determining the offset amounts under clauses 16.6(b) and (c).

- 16.15 The Parties agree that if the Proponent is paid any amount under this clause the Proponent may elect, at its sole discretion, to terminate this Deed. In this event, the Minister will repeal the Grant of Entitlement associated with the relevant generating system.

Appointment of Independent Expert and Determination of Net Compensation Amount

- 16.16 If the Parties, despite having negotiated in good faith, cannot agree within 20 Business Days of the written estimation provided by the Proponent to the Territory under clause 16.7, then the Parties must appoint the Independent Expert to determine the Net Compensation Amount to be paid by the Territory.
- 16.17 If the Parties have not agreed on the Independent Expert within 40 Business Days of the written estimation provided by the Proponent to the Territory under clause 16.7, then the Parties agree that the Independent Expert shall be selected (based on the same criteria for selecting the Independent Expert) by the President for the time being of the Institute of Chartered Accountants in Australia, Australian Capital Territory Branch.
- 16.18 The Parties must instruct the Independent Expert to have regard to all normal valuation factors that the Independent Expert thinks are relevant, including the assumptions that there is a willing, but not anxious, buyer and a willing, but not anxious, seller of the assets and that there is reasonable time in which to sell the assets being valued in the open market (for that purpose 120 Business Days is deemed to be a reasonable time).
- 16.19 The Parties agree that the Independent Expert's terms of appointment will include the following requirements:
- (a) the Independent Expert must have regard to any principles set out in this Deed, and all relevant material, in relation to the determination of the Net Compensation Amount;
 - (b) the Independent Expert must consult with the Parties concerning the proposed Net Compensation Amount, the methodology of its determination, and the relevant materials they have considered;
 - (c) the Independent Expert must keep confidential all information provided by, or on behalf of the Parties, to the Independent Expert;
 - (d) the Independent Expert may make inquiries in relation to any matter he or she considers appropriate, and take the advice of any other person the Independent Expert wishes (including with any suitably qualified legal advisor who is independent of each Party);
 - (e) the Independent Expert must make a draft report available to the Parties (that must include reasons for its determination) within 20 Business Days after its appointment;
 - (f) the Independent Expert must meet with representatives of the Parties to discuss any queries it might have in relation to the draft report; and
 - (g) the Independent Expert must use reasonable endeavours to notify the Parties of its determination within 10 Business Days after the date on which it makes its draft report available.

- 16.20 The Parties agree that the Independent Expert acts as an expert and not as an arbitrator and that the dispute will not be an arbitration for the purpose of the *Commercial Arbitration Act 1986 (ACT)*.
- 16.21 The Parties will provide the Independent Expert with access to any documents, records or information in its possession or control that the Independent Expert reasonably requires to enable its determination of the Net Compensation Amount, and copies of any such documents, records or information provided to the Independent Expert will be provided to the other Party.
- 16.22 The Independent Expert's determination is, subject to any manifest error, error of law or a failure by the Independent Expert to follow the requirements under clause 16.19, final and binding on the Parties. All costs of the Independent Expert in providing its determination will be borne by the Territory.

17 Ownership of material

- 17.1 Subject to the rights of any third party, ownership of:
- (a) all Deed Material, including any intellectual property rights in that material, vests on its creation in the Proponent;
 - (b) all Proponent Material, including any intellectual property rights in that material, remains with the Proponent; and
 - (c) all Territory Material, including any intellectual property rights in that material, remains with the Territory.

Licence of material

- 17.2 This clause 16 does not limit, or affect in any way, a party's obligation to comply with its obligations under clauses 17.7 and 17.14 below (Non-disclosure of Confidential Information).
- 17.3 The Territory grants to the Proponent a royalty-free, non-exclusive licence to use the Territory Material for the Term.
- 17.4 For the purpose of clause 17.3 above "use" means to supply, reproduce, publish, perform, communicate on-line, adapt and broadcast for such purposes as are reasonably necessary for the Proponent to implement the Proposal and to ensure compliance with this Deed, and such other uses agreed by the Territory.
- 17.5 The Proponent grants to the Territory, its contractors and agents, a royalty-free, perpetual, non-exclusive licence to use the Proponent Material and Deed Material.
- 17.6 For the purpose of clause 17.5 above "use" means to supply, reproduce, publish, perform, communicate on-line, adapt and broadcast for the following purposes:
- (a) the Territory's own internal briefing and reporting requirements;
 - (b) Ministerial and Cabinet briefing;
 - (c) undertaking, and publishing the results of, and reviews of, the FiT capacity release made under the Act;
 - (d) policy development;
 - (e) assessing and ensuring the Proponent's compliance with this Deed; and

- (f) administration of the Act and this Deed generally.

Third party rights

17.7 The Proponent must ensure:

- (a) the use of any Proponent Material or Deed Material by the Territory in accordance with the licence in clause 17.5, above, will not infringe the intellectual property rights of any third party; and
- (b) no fees, royalties, or other payments, are payable in respect of any third party rights as a result of the Territory's (or its contractors', or agents') use of any such material in accordance with the licence in clause 17.5 above.

Moral rights

17.8 The Proponent must, in relation to the authors of any work that comprises, or forms part of, any Deed Material or the Proponent Material provided by the Proponent to the Territory:

- (a) use its best endeavours to include in the material an attribution of those authors; and
- (b) procure from those authors their genuine written consent for the Territory to:
- perform any act in respect of the work in accordance with the licence given under clause 17.5 above;
 - in so doing not to attribute the author as the author of the work; and
 - materially alter the work in any way.

Safekeeping and preservation of material

17.9 The Proponent must ensure the safe-keeping and proper preservation of all Deed Material, Proponent Material and Territory Material in its possession or control for the Term of the FIT entitlement and deliver to the Territory all Territory Material on the expiration or termination of this Deed (other than copies of material that the Territory has authorised the Proponent to retain).

Non-disclosure of Confidential Information

17.10 The Proponent must:

- (a) use Territory Confidential Information held in connection with this Deed, or the Act, or in relation to implementing the Proposal, only for the purposes of fulfilling its obligations under this Deed and not to disclose any of the Territory's confidential information without the prior approval of the Territory;
- (b) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cth) as if they were provisions of this Deed and the Proponent was a collector and record-keeper of the personal information as defined in the Act; and
- (c) notify the Territory, immediately, if the Proponent becomes aware that a disclosure of Territory Confidential Information is required by law, or an unauthorised disclosure of Territory Confidential Information has occurred.


- 17.11 Except as provided in this Deed, the Proponent must not disclose Territory Confidential Information to any person without the prior written consent of the Territory except to the extent that the Territory Confidential Information is:
- (a) required or authorised to be disclosed by law;
 - (b) disclosed to the Proponent's solicitors, auditors, insurers or professional advisers or financiers or bona fide potential financiers;
 - (c) generally available to the public; or
 - (d) in the possession of the Proponent without restriction in relation to disclosure before the date of receipt from the Territory.
- 17.12 The Proponent must take all reasonable measures to ensure that Territory Confidential Information accessed, or held by it in connection with this Deed, is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose including by imposing upon the Proponent's personnel obligations of confidentiality and ensuring that only its authorised personnel have access to Territory Confidential Information.
- 17.13 The Proponent acknowledges that the publication or communication of any fact or document by a person that has come to its knowledge, or into its possession or custody by virtue of the performance of this Deed (other than to a person to whom the Proponent is authorised to publish or disclose the fact or document), may be an offence under section 153 of the *Crimes Act 1900 (ACT)*, the maximum penalty for which is 2 years imprisonment.

Territory's use of Proponent Confidential Information

- 17.14 Except as provided in this Deed, the Territory must not disclose Proponent Confidential Information to any person without the prior written consent of the Proponent (whose consent will not be unreasonably withheld) except to the extent that the Proponent's Confidential Information:
- (a) is required, or is authorised to be, disclosed under law. For the avoidance of doubt, disclosure of information for the purposes of allowing the electricity distributor to comply with its obligations under the Act will be considered required or authorised by law;
 - (b) is reasonably necessary for the enforcement of the criminal law;
 - (c) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
 - (d) is generally available to the public;
 - (e) is in the possession of the Territory, without restriction, in relation to disclosure before the date of receipt from the Proponent;
 - (f) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
 - (g) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

Schedule 1– Deed Details

Item 1.	Contact Officers	<p>For the Territory: <i>Name:</i> Hugo Temby <i>Position:</i> Manager, Energy Projects <i>Address:</i> 16 Challis Street, DICKSON, ACT 2602 <i>Email:</i> hugo.temby@act.gov.au <i>Telephone:</i> 02 62059337</p> <p>For the Proponent: <i>Name:</i> Lawrence McIntosh <i>Position:</i> Principle Executive Officer <i>Address:</i> c/- Conservation Council ACT Region, Lena Karmel Lodge, 14/26 Barry Drive, Canberra ACT 2601 <i>Email:</i> [REDACTED] <i>Telephone:</i> [REDACTED]</p>
Item 2.	Term of FiT entitlement	20 years from the FiT Support Start Date
Item 3a.	Completion Date	As specified in Notifiable Instrument: 30 October 2019
Item 3b.	FiT Support Start Date	As specified in Notifiable Instrument: 30 October 2019
Item 4.	Minimum annual quantity of eligible electricity	328 MWh
Item 5.	Maximum annual quantity of eligible electricity	2,778 MWh
Item 6.	Amount of FiT	FiT \$195.60/MWh
Item 7.	Site	Rural block 707 Majura
Item 8.	Public Liability Insurance	Public liability insurance: \$20 million (in respect of each claim)

Item 9.	Nominated Person	Nicolas Fejer Chairperson 
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Schedule 2– Generating System

Location:	As per Schedule 1, item 7
Maximum power (AC) output that the generating system could produce as measured at the point of connection to the electricity network:	1.0MW
Generating System configuration:	The generating system will consist of up to 4,866 photovoltaic modules, connected via a transformer to a separately metered (separate for market settlement purposes) point of connection to the interconnected national electricity system.

Schedule 3– Milestones

Milestone	Date
Obtain required interest in land	27/02/2012
Submit application for development approval, including EIS	02/05/2013
Development approval obtained and all other environmental, planning and building approvals required by law to construct generating system obtained, including under the <i>Environment Protection and Biodiversity Conservation Act 1999 (Cth)</i> , if required	30/09/2015
Secure funds or agreement for implementation of proposal through appropriate agreements with equity investors and/or financial institutions and/or renewable energy developer ('financial/development close')	05/03/2019
Obtain registration as a generator, or exemptions as required under the National Electricity Rules	05/05/2019
Execute connection agreement with network service provider	06/04/2019
Submit draft Safety, Health and Environment plan for review by the Minister	22/06/2019
Commence construction of generating system	22/09/2019
Connect and supply eligible electricity to the electricity network (Completion Date)	30/11/2019

Schedule 4– Specified Personnel and Specified Contractors

Specified Personnel

Lawrence McINTOSH	<u>Principle Executive Officer</u> Based in Canberra
	<u>Project Advisor</u> Based in Canberra

Specified Contractors

SolarShare Community Ltd will enter into a full service EPC with Eppo Pty Ltd.

Schedule 5– Community Engagement Plan

GOALS AND DESIRED OUTCOMES

GOAL

The goal of SolarShare's Community Engagement Plan is to facilitate meaningful input from Canberra community stakeholder groups into the SolarShare decision making process. This will be done throughout the lifecycle of the project to enable relationships based on mutual trust and respect. This plan establishes a framework to outline the ongoing activities to which SolarShare has committed in a) the lead up to the commencement of construction, b) construction, c) operation, d) decommission, and e) continued evaluation.

DESIRED OUTCOMES

The desired outcomes of the CEP are:

- 1 To direct input from relevant community stakeholders into key decisions surrounding the solar farm including location and impact on the surrounds;
- 2 To achieve local support for the relevant planning permit conditions;
- 3 To provide a clear route for Community stakeholders to provide feedback and endorsement or critique of proposed Phases in the project.
- 4 To ensure Community stakeholders have up-to-date and accessible information throughout the lifecycle of the project;
- 5 To fulfil relevant conditions of the ACT Government's Community Solar Scheme
- 6 To put in place measures to record and respond to community concerns, queries and complaints with the aim of working collaboratively to resolve any issues;
- 7 To hold SolarShare accountable to commitments made to the community throughout each phase of the project;
- 8 To ensure SolarShare activities have broad support and provide opportunities for stakeholders to have input into pre-construction activities and further phases of the project;
- 9 To uphold the positive reputation of SolarShare and the project; and
- 10 To contribute towards ongoing support for solar farms in general in the ACT.

KEY STAKEHOLDERS

SolarShare has identified the following key stakeholders:

- 1 Local residents and neighbouring owners
 - a. Majura residents group
- 2 Landowner
 - a. Private landowner (winery) with 99 year lease on land
- 3 Traditional owners
 - a. Ngunnawal people
- 4 Local institutions
 - a. AFP
 - b. Department of Defence
 - c. AFP driver skills training
- 5 Community groups with an interest in the Majura Valley
 - a. North Canberra community council
 - b. Friends of Mt Majura
 - c. Molonglo Catchment group
 - d. Friends of Grasslands (FOG)
 - e. Canberra ornithologists group (COG)
 - f. Conservation Council
 - g. Greening Australia
- 6 Other Community groups involved in SolarShare's site selection decision (due to other sites being shortlisted in that area)
 - a. Tuggeranong Community Council
 - b. Inner South Canberra Community Council
 - c. Royalla residents group
 - d. Belconnen community council
- 7 Other community groups that were approached regarding the best way to seek input should potential sites exist in their area
 - a. Weston Creek Community Council
- 8 ACT Government, in particular the:
 - a. Environment, Planning and Sustainable Development Directorate
 - b. National Capital Authority
- 9 General public
- 10 Media
- 11 Employment networks
 - a. Contractors
- 12 Education providers
 - a. SEE-Change
 - b. Australian National University
 - c. University of Canberra
 - d. Canberra Institute of Technology

FRAMEWORK FOR EVALUATION INCLUDING TIMEFRAMES

It is imperative that community engagement processes begin as early as possible, so that a diverse range of community views can be considered in the development of the project. In our case, community engagement has been an ongoing activity.

The framework for continuous monitoring and evaluation of our community engagement activities is adapted from the guidelines developed by the CEC (Community Engagement Guidelines for the Australian Wind Industry). A series of guiding questions are listed at each Phase of the project to promote continual assessment of our community engagement activities and to ensure project

delivery in an open, inclusive, responsive and accountable manner.

Activity	Evaluation	Timeline
Phase 0: Site Selection	<ol style="list-style-type: none"> 1 Have we introduced ourselves to the relevant landowners, community stakeholders and local government authorities as needed? 2 How are we communicating information to the above stakeholders? 3 Are we aware of the questions from the community during the approval period and are we providing answers as needed? 4 Do we have clear processes for communication? Are community members aware of these processes and how to use them? 	August 2014 to March 2015
Phase 1: Pre-construction Feasibility	<ol style="list-style-type: none"> 1 Are we disclosing balanced, timely, clear and complete information about the project process? 2 Is the process of decision-making open to community participation? 3 Do we have a good record and understanding of all the stakeholders' concerns and expectations? 4 Are there mechanisms in place to ensure that stakeholders can request and receive information? 5 Have we identified and communicated non-negotiable aspects of the project? 6 Have we responded to the issues raised by stakeholders? 7 Have we identified potential impacts of the solar farm and communicated these to relevant stakeholders? 8 Is community support for the project increasing? 9 Are expectations of stakeholders managed with honesty and openness? 	April 2015 to Financial close
Phase 1: Pre-construction Planning and Approvals	<ol style="list-style-type: none"> 1 Are there mechanisms in place to ensure that stakeholders are up to date with the planning and approvals process? Is information about these processes clear and accessible? 2 Are there opportunities for all stakeholders to raise questions and input their opinions in the project design? 3 Are planning decisions sufficiently open to discussion? 4 Have we established a system to register and address any issues that the community might have with the planning process? 5 Are we providing regular updates to the community on the status of the project approval? 6 Are we aware of the questions from the community during the approval period and providing answers as needed? 	April 2015 to Financial close

Activity	Evaluation	Timeline
Phase 2: Construction	<ol style="list-style-type: none"> 1 Is the information about project timeframes, location, etc. publicly available? 2 Is information about project risks and opportunities disclosed? 3 Are all relevant groups represented in our engagements? 4 What degree of participation do the community have in our decision making process? 5 Are we responding to any questions raised by community? 6 Are there mechanisms to track complaints and ensure remedy when needed? 7 Is there a mechanism to monitor, evaluate and report significant impacts as a result of the construction? 	Financial close to Project Completion
Phase 3: Operation	<ol style="list-style-type: none"> 1 Is there enough publicly available information for the community to assess our progress? 2 Are we proactive in demonstrating our performance to the community (i.e. site visits)? 3 Are we partnering with relevant local groups? 4 Is all feedback from the community related to our operations considered in our decisions and activities? 5 Do communities feel that their opinions are relevant to us and that we answer them? 6 Is there a reporting system in place to account for and regularly communicate activities? 	Project Completion to end of project life
Phase 4: Decommissioning	<ol style="list-style-type: none"> 1 Have we informed the community about the process of decommissioning and the potential impacts for the community in a clear and complete manner? 2 Is the community aware of the steps that we will take? 3 Are there open channels for the community to comment on the approach to decommissioning? 4 Are we addressing community concerns about the future? 5 Are we communicating our intentions to the community? 6 Are we sufficiently accountable for all the environmental, social and economic impacts that might result from decommissioning? 	Approx 2047

Points that have been taken into consideration when working with community organisations include:

- Engagement activities should be conducted in ways that respect the time constraints often experienced by volunteers in community organisations.
- Where possible, avoiding engagement over the Christmas/January holiday period and also being mindful of school holiday periods.
- Not all community organisations use email regularly; courtesy phone calls as follow-ups to emails may be required.

EVIDENCE OF COMMUNITY SUPPORT AND CURRENT COMMUNITY ENGAGEMENT

Support for the SolarShare is evident through letters of support received from stakeholders and current pledges from the local community in support of the solar farm.

There is currently \$2.8m pledged by over 500 ACT community members in support of the farm. Community support is from a range of individuals from students to retirees to local businesses pledging amounts ranging from \$350 to \$250,000.

SolarShare is aware that previously negative publicity has arisen around other large-scale solar farms in the ACT. This makes it even more important for us to effectively engage the local community to identify local values and inform the decisions and activities of the project.

Schedule 6 – ACT Investment Plan

The table, below, is a summary of the ACT investment commitments made by SolarShare Canberra under this deed:

<i>Commitment</i>	<i>Section</i>
Use of services of local firms on the project wherever possible	6 a)
Contribute \$1,500 per year to Landcare	6 a)
Collaboration with University of Canberra students to enable internships or research projects with SolarShare	6 b)
Collaboration with the CIT Renewable Energy Skills Centre of Excellence to enable student solar farm skill development	6 b)
Collaboration with the ANU's Fenner School of Environment and Society to enable the provision of data for research purposes	6 c)
Collaboration with the ANU's Energy Change Institute to enable research projects including through the provision of bursaries of \$500 per student (up to three students)	6 c)
Exploration of a collaboration with the ANU's Engineering Research School of the development of a sophisticated photovoltaic module verification and testing research facility in Canberra	6 c)

The scale of SolarShare's proposed 1MW solar farm is relatively modest from a commercial standpoint. Yet the economic development benefits SolarShare will bring to the Territory are more than commensurate with the size of the \$2.8 million project.

SolarShare's community-owned business will address all four priority areas in the Renewable Energy Local Investment Framework, and thereby contribute to the development of the ACT renewable energy industry, in the following ways:

- a) **Delivering enduring benefits to local businesses through the inclusion of regional contractors and labour force.**

Local businesses, contractors and labour force will benefit through the award of work during the construction and ongoing maintenance of the SolarShare solar farm.

SolarShare will contract the services of Epho to construct the solar farm, and Epho will source much of the labour for construction and other work locally from the ACT. Epho expects to hire approximately eight subcontractors to execute the SolarShare project.

SolarShare will also contract Epho to provide Operation and Maintenance teams, with the employment of locally based staff on a part-time basis for at least two years (the duration of SolarShare's Operation and Maintenance contract with Epho).

Canberra based renewable energy consultancy IT Power has been selected to provide independent engineering review and certification for the delivery of the Majura Project by the EPC Contractor.

Additionally, SolarShare's policy is to use the services of local firms wherever possible. To date, we have already engaged local professional advisers Chamberlain's law firm, Pricewaterhouse Coopers (Canberra), local design firm "Papercut" and local printing companies.

SolarShare is also committed to supporting local farms and other businesses in the Majura Valley, the location of the community solar farm. The ACT Government has highlighted the Majura Valley as part of the Eastern Broadacre area that could attract future employment, industrial and related uses. SolarShare and the neighbouring Mount Majura Solar farm represent the kind of light industry envisaged by such strategic planning.

At the same time, SolarShare supports the Majura Valley Landcare Group's vision for the Majura Valley as one which retains the Canberra Bush Capital ambience, and which combines sustainable farming, local produce, the protection and further development of native woodlands and grasslands, and a focus on eco tourism, while working in harmony with light industry such as the solar project. The recent highly successful Majura Valley Bush Festival organised by local landholders, and which attracted over 8000 visitors at its inaugural festival, demonstrates the strong potential for realising this vision.

To seed this collaboration, SolarShare commits to establishing a Land Care Grant fund of \$1,500 annually, to continue to preserve the natural beauty of the Majura Valley and in particular the Majura Valley tourism trail (as identified by the Majura Valley Landcare group). Planting selection will be determined through a decision making process which includes the Molonglo Catchment Group and Majura Valley Landcare group.

b) Building Canberra's capacity as a national tertiary education and trades' skills hub

SolarShare and UC signed a Memorandum of Understanding in March 2015 on a collaboration with the UC business faculty. Under this MOU, UC and SolarShare will collaborate to allow UC students (engaged in fields of study including Marketing, Management, HR, Strategy, Ethics, Building and Construction, Entrepreneurship and Innovation) to benefit from participating in 'real world' projects for their studies, for example through internships or research projects with SolarShare.

SolarShare has consulted with South East Region of Renewable Energy Excellence (SERREE) and Majura Valley land-care representatives, to provide an avenue for UC interns to direct their efforts towards marketing and communications for the renewable energy trail, and other future development of the Majura valley as an iconic bush capital and eco-tourism destination so close to Canberra's international airport. UC business students will have the opportunity to hone their business skills and studies in line with these regional tourism development opportunities, which include:

- Renewable energy;
- Local food and wine;
- Geological tourism;
- Heritage events; and
- Cycling

in a manner consistent with land-care and SERREE initiatives already underway.

SolarShare will work with UC academic staff in defining such projects, arranging placements in organisations such as SERREE, and where appropriate, offering a stipend or prize for the best project / report or deliverable as a means of attracting high calibre students and rewarding their contribution. Under the MOU, this program will be subject to annual reviews, and will run for an initial 3 years (See Attachment L). This collaboration is contingent upon SolarShare receiving a Feed-in Tariff deed of entitlement through the ACT Government community solar scheme.

Through an introduction by SERREE, SolarShare has also established a relationship with the Renewable Skills Centre of Excellence Project at the Canberra Institute of Technology (CIT). At this early stage, the CIT Project Manager and SolarShare have agreed to commence the collaboration with field trips to SolarShare by CIT teachers to familiarise them with the skills needed to maintain

such a facility, and then incorporate these into CIT skills training.

The preparatory work for the community solar farm has been implemented with significant volunteer input. Our volunteers have been exposed to challenges and learning experiences which have provided them with new skills and networks. This benefits the local economy by increasing the skill base in the renewable energy sector. This preparatory work and documentation has been made available online to other community organisations who wish to pursue a community-owned renewable project.

c) Stimulating productive research partnerships that will develop the capacity and global recognition of the ACT's tertiary institutions;

FENNER SCHOOL COLLABORATION

The Australian National University's Fenner School of Environment and Society (the ANU) has expressed keen interest in developing research and educational opportunities for use of the data collected by community solar facilities. In January 2015, SolarShare and ANU signed a Memorandum of Understanding proposing collaboration in this area once the SolarShare plant is constructed.

Specifically, SolarShare will provide ANU with generation data from SolarShare's activities. Under the MOU, ANU is entitled to access the solar farm to install and use research equipment, including a data-logger and weather instrumentation (further detail on research outcomes provided in "Fenner School – SolarShare Collaboration", Attachment L. There has been a recent change in focus of the proposed research to undertake dust monitoring and this will be reflected in a revised agreement with ANU).

If SolarShare's proposal is successful, then the research carried out under this MOU would help develop the ANU's capacity as outlined above, and would potentially increase its global recognition, given that some of the research findings would be novel, and would contribute useful data to the world-class solar research capabilities at the ANU.

ENERGY CHANGE INSTITUTE COLLABORATION

The Australian National University's Energy Change Institute and SolarShare have developed a collaborative framework that aims to:

- Attract high calibre undergraduate Honours and Masters students to the ACT interested in studying sustainability and energy change;
- Foster a multidisciplinary approach to energy change by offering students research projects in areas such as Engineering, Marketing, Law, Environmental Science and Finance; and
- Disseminate publicly available results from ANU research to SolarShare in carrying out its business in community owned energy generation.

Specifically, SolarShare will:

- Work with the ANU academic staff in scoping appropriate research projects;
- Provide appropriate management and supervision support to research students engaged in projects supported by this collaboration;
- Provide a bursary of \$500 per student, up to an annual total of \$1,500 (3 students) as a means of attracting high calibre students; and
- Commit to an initial three-year collaboration with scope for ongoing partnering following review.

ANU ENGINEERING RESEARCH SCHOOL COLLABORATION

SolarShare is exploring a potential collaboration with the ANU Engineering Research School on verification and quality testing of PV modules in an outdoor environment. The expected local

benefits are expected to be:

- Development of a stronger PV module verification and testing research capability in Canberra, with flow-on effects to the creation of local businesses in this field;
- Sales of PV module verification and testing services to manufacturers and others such as Clean Energy Council;
- Enhanced industry/community support for ANU research and development; and
- Annual cohorts of 10-15 postgraduate students with exposure to, and better understanding of, the SolarShare business model (as a result of SolarShare lecture/s within the new ANU course on Photovoltaic Power Plants:

<http://programsandcourses.anu.edu.au/2017/course/ENGN8830>).

d) Growing the local corporate footprint of national and international businesses

Sydney-based EPC contractor Epho envisages two of its staff working full-time on construction of SolarShare's farm for 1 month, and will also be involved in the design, procurement and delivery of the works which will require visiting Canberra in the 6 months leading up to construction. In addition, Epho will have locally based part-time employees engaged in operation and maintenance of the farm for at least 5 years.

Schedule 7– Reports

<p>Quarterly Construction Reports</p>	<p>The Proponent must provide a Quarterly Construction Report for each three month period (a ‘construction period’), coinciding with calendar quarters, from the execution of this Deed until the Completion Date written into a template provided by EPSDD.</p> <p>Each Quarterly Construction Report must be provided with 14 days of the end of each construction period and must contain:</p> <ul style="list-style-type: none"> • Details of any changes to the management structure and ownership of the Proponent within the construction period; • Details of actions taken and outcomes in relation to Schedule 5 (Community Engagement Plan) and Schedule 6 (ACT Investment Plan) within the construction period; • A traffic light indicator for each milestone set out in <table border="1" data-bbox="411 712 1505 1249"> <tr> <td data-bbox="411 712 978 768">Location:</td> <td data-bbox="986 712 1505 768">As per Schedule 1, item 7</td> </tr> <tr> <td data-bbox="411 779 978 925">Maximum power (AC) output that the generating system could produce as measured at the point of connection to the electricity network:</td> <td data-bbox="986 779 1505 925">1.0MW</td> </tr> <tr> <td data-bbox="411 936 978 1249">Generating System configuration:</td> <td data-bbox="986 936 1505 1249">The generating system will consist of up to 4,866 photovoltaic modules, connected via a transformer to a separately metered (separate for market settlement purposes) point of connection to the interconnected national electricity system.</td> </tr> </table> <ul style="list-style-type: none"> • Schedule 3 (Green = ‘on track to achieve milestone date’, Amber = ‘milestone date at risk’, Red = ‘milestone date unable to be achieved’); and • A brief status description for each milestone set out in <table border="1" data-bbox="411 1388 1505 1926"> <tr> <td data-bbox="411 1388 978 1444">Location:</td> <td data-bbox="986 1388 1505 1444">As per Schedule 1, item 7</td> </tr> <tr> <td data-bbox="411 1456 978 1601">Maximum power (AC) output that the generating system could produce as measured at the point of connection to the electricity network:</td> <td data-bbox="986 1456 1505 1601">1.0MW</td> </tr> <tr> <td data-bbox="411 1612 978 1926">Generating System configuration:</td> <td data-bbox="986 1612 1505 1926">The generating system will consist of up to 4,866 photovoltaic modules, connected via a transformer to a separately metered (separate for market settlement purposes) point of connection to the interconnected national electricity system.</td> </tr> </table> <ul style="list-style-type: none"> • Schedule 3, including new issues arising and progress made within the construction period. 	Location:	As per Schedule 1, item 7	Maximum power (AC) output that the generating system could produce as measured at the point of connection to the electricity network:	1.0MW	Generating System configuration:	The generating system will consist of up to 4,866 photovoltaic modules, connected via a transformer to a separately metered (separate for market settlement purposes) point of connection to the interconnected national electricity system.	Location:	As per Schedule 1, item 7	Maximum power (AC) output that the generating system could produce as measured at the point of connection to the electricity network:	1.0MW	Generating System configuration:	The generating system will consist of up to 4,866 photovoltaic modules, connected via a transformer to a separately metered (separate for market settlement purposes) point of connection to the interconnected national electricity system.
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Generating System configuration:	The generating system will consist of up to 4,866 photovoltaic modules, connected via a transformer to a separately metered (separate for market settlement purposes) point of connection to the interconnected national electricity system.												
<p>Annual</p>	<p>The Proponent must provide an Annual Generation Report for the financial year in which</p>												

<p>Generation Reports</p>	<p>the generating system is operational.</p> <p>Each Annual Generation Report must be provided within 3 months of the end of a financial year and be written on a template provided by EPSDD and must contain:</p> <ul style="list-style-type: none"> • Details of any changes to the management structure and ownership of the Proponent within the financial year; • An electronic record (CSV file) of 5 minute interval generation data as metered at the point of connection to the electricity network for the financial year; • Details of any changes to equity and debt finance arrangements for the generating system within the generation year; • Details of any changes to the generating system that might result in an increase or decrease in rates of generation; and • A report addressing requirements set out in the Safety, Health and Environment Plan (required under section (e) of this Deed); and • Information specifically related to the progress of the implementation of the Community Engagement Plan and ACT Investment Plan.
<p>Other Reports</p>	<p>The Proponent must provide, within a reasonable timeframe, information specifically related to the construction, operation or management of the generating system or performance under this deed, requested by the Territory and reasonably required for the purposes of verifying performance against this Deed or as reasonably required to inform renewable energy policy development in the Territory.</p>

Schedule 8– Consent to be appointed as Nominated Person

I consent to [Name of proposed Nominated Person] being appointed as a Nominated Person for the purposes of the Deed of Entitlement entered into on [date] between the Australian Capital Territory and [name of Proponent] in relation to the grant of a FIT entitlement under [name and number of Notifiable Instrument] made pursuant to the *Electricity Feed-in (Large-scale Renewable Energy Generation) Act 2011*.

Signed:

Date: _____

Name:

As an authorised person for and on behalf of [Name of Nominated Person/Company Name]

Position:

ACN or ABN:

Address for service of copy of notices:

Execution page for Deed of Entitlement

DATE OF THIS Deed _____

Executed as a Deed for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
in the presence of:) Signature of Territory delegate

.....
Signature of witness Print name

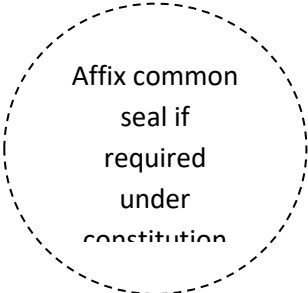
.....
Print name

Executed as a Deed by)
.....)
.....) Signature of director/ individual*
Print name *DELETE whichever is not applicable (see note)

for and on behalf of
SolarShare Community Energy Ltd,
ACN 600 571 220

in the presence of:

.....
Signature of director/ secretary/ witness*
*DELETE whichever is not applicable (see note below)



.....
Print name

Note:
Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Proponent's constitution.
Individual: Must be signed by the individual Proponent and witnessed.

From: Bales, Scott
Sent: Thursday, 6 December 2018 3:22 PM
To: 'Lawrence McIntosh'
Cc: Temby, Hugo
Subject: Minor edits to draft Deed [SEC=UNCLASSIFIED]
Attachments: SolarShare draft Deed of Entitlement - v2.1.pdf

Hi Lawrence

Apologies for the timing of this but there's been some last minute issues identified on the deed and I've made a few minor changes. Please let me know if you have any questions.

I've included a summary of all the changes I made, below. The rest of the document is unchanged.

Front page – added the portion in brackets to the party name.
Majura Community Energy Project Pty Ltd (SolarShare)

Section 1.1 (Background) – replaced dated text referring to an auction, copied over from previous Deeds

Section 5.5 - added in the possibility of using ASX futures as an alternate forecast (AEMO forecasts are short term and may not be relevant to all situations).

“For the purposes of 5.4, an above average spot market price is a future price that can reasonably be expected to be materially above the average spot market price over the previous 12 month period, taking into account forecasts which may include those published by the Australian Energy Market Operator, the Australian Securities Exchange (ASX) or any successor or equivalent bodies.”

Section 6.8 – part in brackets added to clarify

“The Territory's policy at the Date of this Deed is that it will grant consent to a Change in Control as required to implement community ownership (via a sale of a special class of shares to ACT residents), but otherwise will not grant its consent to a Change in Control of the Proponent prior to the successful completion by the Proponent of the final Milestone.”

Section 16.1 – corrected clause number. Updated definition of Independent Expert (b) as shown in red below
b) neither party has previously engaged the firm to provide services in relation to the ~~ACT-SolarShare~~ Community Solar Scheme;

This is intended to remove any possible ambiguity about the definition, as it now matches the document title.

Added Epho's ABN into the specified contractors section and replaced Soalrshare Community Ltd with Majura Community Energy Project Pty Ltd

Updated name and CAN on signature page

Kind regards,

- Scott Bales



DEED OF ENTITLEMENT

SolarShare Community Solar Farm

AGREEMENT UNDER THE ELECTRICITY FEED-IN (LARGE-SCALE
RENEWABLE ENERGY GENERATION) ACT 2011

Date xx December 2018

Parties Australian Capital Territory
and
Majura Community Energy
Project Pty Ltd ([SolarShare](#))

Draft V21

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the Environment, Planning and Sustainable Development Directorate.

Majura Community Energy Project Pty Ltd, ACN 626 632 657, of c/- Conservation Council ACT Region, Lena Karmel Lodge, 14/26 Barry Drive, Canberra ACT 2601 (**Proponent**).

1 Background

- 1.1 The Proponent participated in a ~~direct grant process (auction)~~ request for proposal (rfo) run by the Territory pursuant to the *Electricity Feed-in (Large-scale Renewable Energy Generation) Act 2011* (the Act) and, pursuant to that ~~auction rfo~~, has been granted by notifiable instrument (NI2018 xxx) a feed-in tariff (FiT) entitlement subject to certain conditions.
- 1.2 Section 12(1)(b)(iii) of the Act provides that one of the conditions of a FiT entitlement is that the holder complies with any written agreement that the Minister requires the holder to enter into with the Territory pursuant to section 12(3) of the Act.
- 1.3 This Deed comprises the written agreement that the Minister requires the Proponent to enter into pursuant to section 12(3) of the Act.

2 Interpretation

Definitions

- 2.1 The following definitions apply in this Deed, unless the context otherwise requires.

Act	means the <i>Electricity Feed-in (Large-scale Renewable Energy Generation) Act 2011</i> .
AEMO	means Australian Energy Market Operator Limited ACN 072 010 327, or any replacement or successor body.
AER	means the Australian Energy Regulator which is established under section 44AE of the <i>Competition and Consumer Act 2010</i> (Cth) or any replacement or successor body.
Auction	means the competitive process established by the Request for Proposals issued by the Minister under the Act pursuant to which the Proponent has been granted a FiT entitlement on conditions.
Breach notice	means a notice given by the Territory to the Proponent in accordance with clause 4.14.1 .
Business Day	means a day (not being a Saturday or Sunday) on which banks are open for general banking business in Canberra.

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- Change in Control** means in relation to the Proponent, where a person who did not (directly or indirectly) effectively Control the Proponent at the date of grant of FiT entitlement, either alone, or together with others, acquires Control of the Proponent.
- Change in Law** means:
- (a) the repeal, amendment or enactment of any law, statute, order, regulation or by-laws of the Commonwealth or any State or Territory of Australia
 - (b) any condition imposed on the Proponent's FiT entitlement, or amendment to the FiT entitlement, by the Minister after the date of the grant of the FiT entitlement and after the date of execution of this Deed (except where the condition or amendment is made in relation to a breach by the Proponent of a condition of the Proponent's FiT entitlement); and
 - (c) a change to the National Electricity Law or the National Electricity Rules.
- Clean Energy Regulator** means the regulator established under the *Clean Energy Regulator Act 2011* (Cth) or any replacement or successor body.
- Completion Date** means the date specified in Item 3a [Schedule 1](#) ~~Schedule 1~~.
- Confidential Information** means Proponent Confidential Information and Territory Confidential Information.
- Connection Agreement** means the agreement between the NSP and the Proponent by which the NSP provides access to the Network and related electricity distribution, transmission services or other assets.
- Connection Point** means a point of supply of electricity to the Network agreed to by the Proponent and the Network Service Provider.
- Contact Officers** means, in relation to each party, the representatives whose names and contact details are specified in Item 1 of [Schedule 1](#) ~~Schedule 1~~ or as notified from time to time by one party to the other.

Control	<p>in relation to the Proponent includes:</p> <ol style="list-style-type: none"> 1. the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of voting equity in the Proponent; 2. the ability to dispose or exercise control over the disposal of more than 50% of the shares or other form of equity in the Proponent; 3. the ability to appoint or remove all or a majority of the directors of the Proponent; 4. the ability to exercise or control the exercise of the casting of a majority of the votes cast at the meetings of the board of directors of the Proponent; and 5. any other means, whether direct or indirect, of dominating the decision making and financial operating policies of the Proponent.
Cure Plan	<p>means a cure plan agreed between the parties in accordance with clause 4.24.2.</p>
Deed	<p>means this deed, including any schedules and attachments.</p>
Deed Material	<p>means all material created, written or otherwise brought into existence by or on behalf of the Proponent as part of, or for the purpose of, implementing the Proposal and complying with this Deed, including all reports (whether in draft or final form), documents, information and data stored by any means but does not include Proponent Material.</p>
Directorate or EPSDD	<p>means the Environment, Planning and Sustainable Development Directorate, an administrative unit of the Territory.</p>
Eligible electricity	<p>has the same meaning as in the Act.</p>
Feed-in Tariff or FIT	<p>has the same meaning as in the Act and, in relation to the Proponent, is the amount specified in Item 6 of Schedule 1.</p>
FIT entitlement	<p>has the same meaning as in the Act.</p>
FIT support payment	<p>has the same meaning as in the Act.</p>
FIT Support Start Date	<p>means the date specified in Item 3b Schedule 1.</p>
Generation Resources	<p>means the Generating System, the Generation Control Assets, and the Generation Network.</p>

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Generation Control Asset means any solar monitoring equipment at the Site, and any systems used for monitoring or controlling the Generating System or the Generation Network, other than the systems of the operator of the Network or AEMO.

Generation Network means the electric power network which connects Generating Units within the Generating System and connects the Generating System to the Network, and includes all power transformers, inverters, converters, conditioners, and metering and monitoring equipment on the Generating System side of the point of connection to the Network.

Generating System means the generating system described in [Schedule 2](#) in respect of which the Proponent has been granted a FIT entitlement.

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Generating Unit means a generator of electricity and all the equipment essential to its functioning as a single entity.

Insolvency Event means the occurrence of any one or more of the following events in relation to the Proponent:

- (a) an application is made to a court for an order that a provisional liquidator, or receiver, or receiver and manager, be appointed, and the application is not withdrawn, struck out or dismissed within 15 business days of it being made;
- (b) a liquidator or provisional liquidator is appointed;
- (c) an administrator or a controller (as defined under section 9 of the *Corporations Act 2001* (Cth)) is appointed to it or any of its assets;
- (d) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, other than the application of solvent reconstruction; or
- (e) anything occurs under the law of any jurisdiction that has a substantially similar effect to any of the above paragraphs of this definition.

Intended cancellation notice means an intended cancellation notice issued pursuant to subsection 13(2) of the Act.

Material Assets	means these assets in relation to the Proposal: <ul style="list-style-type: none">(a) the Generation Resources;(b) spares, inventory and manuals in relation to the Generation Resources, other than those owned by the manufacturer or distributor of those spares and inventory;(c) any leasehold interest in any of the Site;(d) any licence to use any of the Site;(e) the rights and interests in the Connection Agreement (other than the rights and interest of the NSP);(f) the rights and interests in the contracts to engineer, procure or construct any of the Generation Resources and/or Site Premises, other than the rights and interests of the person undertaking that engineering, procurement or construction; or(g) the rights and interests in the contracts to operate and/or maintain any of the Generation Resources and/or Site Premises, other than the rights and interests of the person undertaking that operation or maintenance.
Milestones	means the milestones set out in Schedule 3.
Minister	means the Minister responsible for administering the Act, or his or her delegate.
MW	means megawatt, the unit of electrical power.
MWh	means megawatt hour, the unit of electrical energy.
National Electricity Law	means the National Electricity Law set out in the schedule to the <i>National Electricity (South Australia) Act 1996 (SA)</i> and applied as a law of the jurisdiction in which the Generating System is located.
National Electricity Market	means the market for wholesale trading in electricity operated by AEMO under the National Electricity Rules, or any replacement or successor market.
National Electricity Rules	means the national electricity rules established under the National Electricity Law, as amended from time to time, or any replacement or successor rules of conduct.
Network	means the network (as defined in the National Electricity Rules) to which the Proponent, in accordance with the Proposal, is to connect the Generating System.

Network Service Provider or NSP	means the Network Service Provider (as defined in the National Electricity Rules) that owns, operates or controls the Network and with whom the Proponent is to enter into a Connection Agreement.
Nominated Person	means the person, if any, appointed as Nominated Person under clause 12.742-7 .
Notifiable Instrument	means the Notifiable Instrument pursuant to which the Proponent is granted a FiT entitlement under the Act.
Personal Information	means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
Premises	means any premises that the Proponent, or its personnel, employees, agents or contractors use (including places at which any material is stored) for the purpose of implementing the Proposal.
Proponent Confidential Information	means information provided by the Proponent to the Territory: <ul style="list-style-type: none">(a) that the Proponent notifies to the Territory is confidential; or(b) that the Territory knows, or ought reasonably know, is confidential; but does not include information that: <ul style="list-style-type: none">(a) is, or becomes, public knowledge other than by breach of this Deed;(b) has been independently developed or acquired by the Territory; or(c) has been notified by the Proponent to the Territory as not, or no longer being, confidential.
Proponent Material	means all material owned by the Proponent, or by another person prior to the Proponent entering into this Deed, and used by the Proponent for the purpose of implementing the Proposal, or complying with this Deed, including documents, information and data stored by any means.
Proponent's FiT entitlement	means the FiT entitlement granted to the Proponent under the Notifiable Instrument.

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Proposal	means to the extent that it is set out in the Schedules to this Deed, the proposal submitted by the Proponent in the Auction and approved by the Minister to develop, construct, finance and operate the Generating System at the Site and to supply renewable energy to a specified network and in respect of which the Proponent has been granted a FiT entitlement.
Proposed Cure Plan	means a cure plan proposed by the Proponent in accordance with clause 4.24.2 .
Specified Contractor	means any contractor named in Schedule 4.
Specified Personnel	means any person named in Schedule 4.
Site	means the site of the Generating System specified in Item 7 of Schedule 1 <u>Schedule 1</u> .
Site Premises	means any Premises on the Site.
Term of FiT entitlement	means the term of the Proponent's FiT entitlement as specified in the Notifiable Instrument and set out in Item 2 of Schedule 1 <u>Schedule 1</u> .
Territory	means: when used in a geographical sense, the Australian Capital Territory; and when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).

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Territory Confidential Information

means the kind of information that:

- (a) is, or relates to, documents, submissions, consultations, policies, strategies, practices and procedures of the Territory that are by their nature confidential;
- (b) is notified by the Territory to the Proponent as being confidential;
- (c) in accessing it, or receiving it from the Territory, the Proponent ought reasonably to know is confidential; or
- (d) is personal Information of a person provided by the Territory to the Proponent;

but does not include information that:

- (a) is, or becomes, public knowledge other than by breach of this Deed;
- (b) has been independently developed or acquired by the Proponent; or
- (c) has been notified by the Territory to the Proponent as not, or no longer being confidential.

Territory Law

means any law, statute, order, regulation, notifiable instrument or by-law of the Territory.

Territory Material

means any material provided by the Territory to the Proponent for the purposes of this Deed including documents, equipment, information and data stored by any means.

General

2.2 In this Deed, unless a contrary intention is expressed:

- (a) references to 'Proponent' include any employees volunteers Directors agents or subcontractors of the Proponent;
- (b) references to legislation, or to provisions in legislation, include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation; and
- (c) "assets" includes present and future properties, revenues and rights of every description.

3 Conditions of entitlement

Compliance with this Deed is a condition of the Proponent's FiT entitlement

3.1 In accordance with the Act, the Proponent's FiT entitlement and right to receive FiT support payments is conditional upon the Proponent ensuring compliance with the terms and conditions of this Deed.

- 3.2 A failure to comply with an obligation under this Deed is not, of itself, a breach of this Deed and is not, of itself, a failure by the Proponent to comply with a condition of its FiT entitlement. However, a failure by the Proponent to meet the requirements of a breach notice subsequently issued by the Territory in accordance with clause 4.1, and the requirements that follow from the issue of a breach notice set out in this section ~~4.3~~ in relation to a failure to meet an obligation under this Deed, is a breach of this Deed and is a breach of a condition of the Proponent's FiT entitlement under the Act.

Compliance with this Deed is in addition to conditions of entitlement under the Act

- 3.3 The Proponent's obligation to ensure compliance with this Deed as a condition of its entitlement to FiT support payments is in addition, and does not limit the other conditions that apply, to the Proponent's FiT entitlement by virtue of section 12 of the Act.

No requirement for Proponent to be at fault

- 3.4 Subject to clause ~~12.12.1.1.2~~, a failure to comply with an obligation under this Deed, and a failure to meet the requirements of a breach notice issued under clause 4.1, will be a failure to comply with a condition of the Proponent's FiT entitlement regardless of whether the failure was the result of any act or omission or fault on the part of the Proponent.

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Reports

- 3.5 The Proponent must provide to the Territory the reports in the manner and at the times stated in Schedule 7.

Communications

- 3.6 The Proponent must give the Directorate reasonable notice of any public announcements relating to the Proponent's compliance with Milestones or other obligations outlined in this Deed.

4 Breach of this Deed

- 4.1 If the Proponent fails to meet an obligation provided for under this Deed, and clause ~~12.13.1.2.1.2~~ does not apply in respect of such failure, then the Territory may issue a written notice to the Proponent (breach notice) that:

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- (a) specifies the obligation that the Proponent has failed to meet; and
- (b) requires the Proponent to provide a Proposed Cure Plan to the Territory within 30 Business Days of receipt by the Proponent of the breach notice, or any such longer period specified in the breach notice; and
- (c) specifies a default period of time, that shall be no less than 90 Business Days.

- 4.2 The Territory and the Proponent will negotiate in good faith to agree the Cure Plan within 20 Business Days of receipt by the Territory of the Proposed Cure Plan, or any such longer period that is agreed in writing between the Parties.

- 4.3 Any Cure Plan agreed under clause ~~4.24.2~~ must set out, at a minimum and without limitation:

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- (a) details of how the Proponent (or the Nominated Person with the written consent of the Proponent) will rectify the failure, or take such action to address the failure, as specified in the breach notice; and

(b) a reasonable timeframe, being no less than 30 Business Days, within which the Proponent (or the Nominated Person with the written consent of the Proponent) will address, or remedy, the relevant failure and provide a written report to the Territory setting out the steps so taken to remedy the failure.

4.4 If the Proponent or the Nominated Person has cured or addressed the relevant failure specified in the breach notice within the default period of time provided under clause ~~4.14.3(c)~~, or within the timeframe specified in a Cure Plan agreed under clause ~~4.24.2~~, then the Territory must promptly give written notice to the Proponent (and the Nominated Person) accordingly, and the Proponent will be taken to have cured the relevant failure under this Deed.

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4.5 A failure by the Proponent to cure or address the relevant failure in accordance with a Cure Plan agreed under clause 4.2, or if no Cure Plan is agreed within the timeframe specified in clause 4.1(c) then a failure by the Proponent to cure the relevant failure within the default period of time specified in the breach notice, is a breach of this Deed and a breach of a condition of the Proponent's FiT entitlement under the Act.

The Territory will give a copy of any breach notice issued to the Proponent, and any notice of cure under clause 4.4, to the Nominated Person, if any, at the address for the Nominated Person specified in Item 9 of Schedule 1, or as otherwise stipulated by written notice in accordance with clause 11.7, at the same time as issuing the notice to the Proponent.

4.6 For the avoidance of doubt, neither of the following events will, of itself, constitute a breach of this Deed:

- (a) an Insolvency Event in respect of the Proponent; or
- (b) the enforcement by a Nominated Person or any third party of any rights under a security or other finance document that such a Nominated Person or third party has with respect to the Proponent.

4.7 The Territory acknowledges that, without limiting the liability of the Proponent under this Deed, neither the Nominated Person nor any third party appointed under the Nominated Person's security is or will be liable for any obligation or liability of the Proponent under this Deed or otherwise by reason only of the Nominated Person or third party attempting to remedy a breach of this Deed or exercising any of the rights, powers, or remedies under the Nominated Person's security.

4.8 The Territory consents to the Proponent giving security over any and all of its assets the subject of the Proposal, including its rights under this Deed.

5 Implementation of Proposal

5.1 The Proponent must implement the Proposal, and meet all Milestones by the dates specified in Schedule 3, in accordance with the provisions of this Deed to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Proponent will be acting.

Minimum and maximum generation rates

5.2 Within 12 months of the Completion Date, the Proponent must supply to the Network the minimum annual quantity of eligible electricity specified in Item 4 of ~~Schedule 1~~ Schedule 1, and during every subsequent 12 months of the term of entitlement thereafter.

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5.3 The maximum quantity of eligible electricity, in a financial year, in relation to which the proponent is entitled to be paid a FIT support payment, is the amount specified in Item 5 of ~~Schedule 1~~ Schedule 1.

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Scheduling of maintenance

- 5.4 Planned maintenance of the generating system that may impact the production of eligible electricity must be scheduled and performed by the Proponent so as to ~~limit~~ minimise production losses at times of forecast above average spot market prices.
- 5.5 For the purposes of 5.4, an above average spot market price is a future price that can reasonably be expected to be materially above the average spot market price over the previous 12 month period taking into account forecasts which may include those published by the Australian Energy Market Operator the Australian Securities Exchange (ASX) or any successor or equivalent bodies.

6 Specified Personnel & Specified Contractors

- 6.1 The Proponent acknowledges that the grant of its FIT entitlement is made on the basis of representations made by the Proponent in its Proposal that certain personnel and contractors will be engaged to perform certain work relating to implementing the Proposal.
- 6.2 In accordance with the Proponent's Proposal, the Proponent must ensure that the Specified Personnel and Specified Contractors, if any, listed in Schedule 4 undertake work on implementing the Proposal to the extent set out in Schedule 4.
- 6.3 Where Specified Personnel or Specified Contractors are unable to undertake such work, the Proponent must immediately notify the Territory. In such circumstances the Proponent must, if requested by the Territory, provide details of replacement personnel and/or contractors acceptable to the Territory, and appoint the acceptable replacement personnel and/or contractors at the earliest reasonable opportunity.
- 6.4 To be acceptable to the Territory, such personnel and contractors must be suitably qualified and must have, as a minimum, equivalent skills, training, experience and expertise as the Specified Personnel or Specified Contractors that were originally chosen for the role they are replacing.
- 6.5 Unless as it occurs as a direct result of the circumstances described in clause 4.6(b), a Change in Control of the Proponent prior to successful completion by the Proponent of the final Milestone, without the Territory's prior written consent, will constitute a breach of this Deed.
- 6.6 The Territory may, in its absolute and unfettered discretion, grant consent to a Change in Control of the Proponent prior to successful completion by the Proponent of the final Milestone, and in the event that the Territory grants such consent, the Territory may impose such conditions as the Territory deems fit.
- 6.7 Unless it occurs as a direct result of the circumstances described in clause 4.6(b), a Change in Control of the Proponent after completion by the Proponent of the final Milestone, without the prior written consent of the Territory, will constitute a breach of this Deed. The Territory may not unreasonably withhold its consent to a Change in Control of the Proponent after completion by the Proponent of the final Milestone.
- 6.8 The Territory's policy at the Date of this Deed is that it will grant ~~a~~ consent to a Change in Control as required to implement community ownership (via a sale of a special class of shares to ACT residents), but otherwise will not grant its consent to a Change in Control of the Proponent prior to the successful completion by the Proponent of the final Milestone.

7 Electricity laws

- 7.1 In this clause a reference to Generating System includes a reference to a part of the Generating System, and the physical assets comprising its connection point to the Network.

- 7.2 The Proponent must for the duration of the term of its FIT entitlement:
- (a) ensure that any owner, operator, or controller of the Generating System (including itself where applicable) maintains any registration and accreditation required under the National Electricity Law or National Electricity Rules;
 - (b) not do anything, or permit anything to be done on its behalf, that requires the approval of AEMO or the NSP, without having that approval;
 - (c) not do anything, or permit anything to be done on its behalf, in relation to the Generating System, for which accreditation, licence, qualifications, approval or authority is required by law, without having, or ensuring that the relevant person has, such accreditation, licence, qualifications, approval or authority;
 - (d) comply with, and ensure that, any person owning, operating, controlling, or undertaking works in respect of the Generating System, complies with all directions of AEMO and the NSP which AEMO and the NSP are authorised under the National Electricity Law to issue;
 - (e) comply with, and ensure that, any person owning, operating, controlling, or undertaking works in respect of the Generating System complies with all lawful directions of the NSP and AEMO in respect of matters that may impact on the safe, secure and reliable operation of the Network or other assets connected to the Network (including other networks where applicable); and
 - (f) comply with any FIT support payment guidelines issued by the Minister under Part 4 of the Act.

8 Implementation of Plans

Safety, Health and Environment Plan

- 8.1 The Proponent must prepare a safety, health and environment (**SH&E**) plan that outlines in detail how it will comply, and ensure that the construction and operation of the Generating System will comply with every law, and every licence or other approval, made under any law that applies to the Proponent and/or the Facility with respect to their operations, including plans detailing compliance with any law, licence or other approval enacted, imposed or given after the date of the Deed of Entitlement or the Proponent's FIT entitlement comes into effect.
- 8.2 To the extent that laws, licences and approvals are not in effect on the date of the Deed of Entitlement with respect to safety, health and environmental regulation applicable to the Facility, the Proponent must prepare an SH&E Plan, that addresses the minimum SH&E requirements set out in this clause 8.
- 8.3 For the purposes of preparing any SH&E Plan, in the event of an inconsistency between a requirement under, or the Proponent's obligation to comply with:
- (a) a law, licence or approval; and
 - (b) the matters set out in this clause 8;

a requirement under, and an obligation to comply with, a law, licence or approval, will take precedence to the extent of any inconsistency. If the requirements set out in clause 8.2 can reasonably be complied with concurrently with requirements under an applicable law, licence or approval, the Proponent will address the matters set out in 8.2 to the fullest reasonable extent in an SH&E Plan.

- 8.4 The Proponent must submit a draft SH&E Plan by the Milestone date set out in Schedule 3 – Milestones for review by the Minister.
- 8.5 If the Minister requests that the draft SH&E Plan be revised for the purposes of ensuring the Proponent's compliance with SH&E laws in the Territory (or any other jurisdiction), then the Proponent must revise the Plan in accordance with the request and submit a revised Plan to the Minister within 3 weeks from the date of receipt of the request, or such longer period as nominated in the request.
- 8.6 ~~It is a condition of the FIT Entitlement that a~~The Proponent must adhere to the SH&E Plan as reviewed by the Minister.
- 8.7 Any review by the Minister of an SH&E Plan shall not be construed as the Minister providing any representation that compliance with the Plan will result in avoidance of all health, safety and environmental risks, or that compliance with the Plan will result in compliance by the Proponent with all relevant laws and regulations. It remains the sole responsibility of the Proponent to ensure that it complies with all laws and regulations and that it take its own steps to guard against all health, safety and environmental risks.

Scope and Content of SH&E Plan Requirements

- 8.8 A Proponent will prepare an SH&E Plan that clearly identifies in detail:
- (a) that the generating system will be constructed in accordance with all relevant codes and standards for solar generation;
 - (b) that the generating system will be commissioned by a qualified electricity generation organisation and certified fit for that purpose;
 - (c) that the generating system will be operated in accordance with the SH&E Plan and procedures that:
 - detail the scope of SH&E impacts;
 - the parties responsible for SH&E; and
 - the procedures for verifying SH&E performance;
 - (d) safeguards, systems, procedures, risks, risk identification, risk minimisation and management, and all other matters to prevent and to remedy adverse SH&E impacts, on:
 - employees, visitors and neighbours within the vicinity (including aircraft) of the Facility;
 - systems that the Facility affects and in particular the electricity distribution system; and
 - the environment of the ACT as defined under the *Environment Protection Act 1997* (ACT) or the environment of the relevant host jurisdiction as defined under its local environment protection laws;
 - (e) all hazards, including potential hazards, introduced by the generating system, including all hazardous substances present in, and emissions created by, the generating system and controlled during the operation and disposal of the generating system;
 - (f) how to assess the potential for harm or impact associated with all hazards, hazardous substances and emissions of the generating system;

- (g) the party that is responsible for mitigating the harm or impacts;
- (h) the mitigation activity to be performed by the Proponent;
- (i) the method of verifying and validating the mitigation activities;
- (j) how the generating system complies with the requirements of the ACT *Work Safety Act 2008*, or similar requirements of any other participating jurisdiction that may apply to the generating system;
- (k) the SH&E reports that will be provided to the Minister (see ~~Schedule~~ [Schedule](#)), or the Minister's delegate as required by the Deed; and
- (l) the methods and controls planned for final disposal of the generation equipment.

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Community Engagement Plan

- 8.9 The Proponent must meet the commitments and undertake the activities in Schedule 5 in the manner specified in Schedule 5, and within any timeframes specified in Schedule 5.

ACT Investment Plan

- 8.10 The Proponent must meet the commitments and undertake the activities in Schedule 6 in the manner specified in Schedule 6, and within any timeframes specified in Schedule 6.

9 Access to documents, premises and the Site

- 9.1 For the purpose of determining whether a Proponent is complying with, or has complied with, the Act, or for the purpose of determining whether there has been a failure to comply with, or a breach of a term or condition of this Deed, or other condition of the Proponent's FiT entitlement (monitoring purpose), an authorised employee, or authorised agent of the Territory may, upon giving ~~48~~44 hours notice, enter and inspect the Site or Premises, including (to the extent relevant to the implementation of the Proposal) any building or facility on the Site or Premises.
- 9.2 The Territory may by written notice (production notice) given to the Proponent, request that the Proponent provide to the Territory, within the time stated in the notice, copies of any documents or information, or data stored by any means, that the Proponent or an interested person has access to and that are relevant to the implementation of the Proposal, and that the Territory, on reasonable grounds, considers relevant to a monitoring purpose. The Territory must not state a time for delivery of documents unless the Territory believes on reasonable grounds that the time stated is reasonable.
- 9.3 The Proponent must ensure that it and any interested person gives to the Territory copies of any documents, information or data that the Territory requests under clause 9.2 above, within the time stated in the production notice, pursuant to obligations entered into prior to **xx December 2018 (date of this Deed of Entitlement).**
- 9.4 For the purposes of this clause 9, interested person means :
- (a) any employee or officer of the Proponent; and
 - (b) any other contractor, consultant, adviser or agent of the Proponent, or other person engaged by or on behalf of the Proponent in relation to implementing the Proposal.
- 9.5 The Proponent agrees to fully cooperate with, and do all things reasonably necessary, to facilitate an inspection of the Site and Premises by an authorised person under this clause for a monitoring purpose, and agrees to ensure that any interested person does the same.
- 9.6 The Proponent must ensure that:
- (a) access to the Site and Premises;
 - (b) cooperation of any interested person to facilitate access to the Site and Premises; and
 - (c) cooperation of any interested person to ensure compliance with any production notice;

is provided to the Territory in accordance with this clause 9 regardless of whether the Proponent owns, has possession of, or controls access to the Site, Premises, data or documentation, however, if the Site or Premises are not controlled or owned by a Group Member or a related party thereof, the Territory's access and inspection rights will be subject to the Territory complying with any reasonable site rules or limitations imposed on those rights of access and inspection by the relevant party that owns, or controls, the Premises and are required for occupation, health and safety reasons.

10 Proponent to retain renewable energy certificates

10.1 This deed will not impact the ownership of the Large-scale Generation Certificates (LGCs) created by the Proponent under the *Renewable Energy (Electricity) Act 2000* (Cth). The Proponent is under no obligation to transfer the LGCs to the Territory.

10.2 The Proponent must ensure that its generating system is approved as a GreenPower Generator under National GreenPower Accreditation Program Rules.

10.3 The Proponent must, at no cost to the Territory, execute and provide to the Territory any instruments, documents or information that the Territory reasonably requires to confirm registration by the Proponent as an accredited Greenpower generator.

1011 Insurance and indemnity

10-11.1 The Proponent must affect and maintain for the term of its FiT entitlement all insurance coverage required to be affected by it by law, and public liability insurance in an amount not less than the amount specified in Item 8 of ~~Schedule 1~~ Schedule 1, with a reputable insurer approved by the Territory.

10-11.2 The Proponent must produce evidence that it has in place the insurance required under clause 11.1 above within 14 days of a request being made by the Territory.

10-11.3 The Proponent indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Proponent in connection with the preparation, submission and implementation of the Proposal, including the operation of the Generating System and each Generating Unit, or any other activity undertaken by the Proponent under this Deed except to the extent that the Territory caused the relevant loss, damage or injury.

10-11.4 The indemnity in clause 11.3 above:

- a) applies regardless of any statutory, Territory or Ministerial approval, licence or entitlement given to the Proponent or in respect of its Proposal; and
- b) applies in respect of acts and omissions of any person acting on behalf of the Proponent, or as a contractor or sub-contractor to the Proponent, as though such acts or omission were done by the Proponent.

10-11.5 The Proponent must, at its own expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in clause 11.3 above.

1112 Transfer, Surrender & Cancellation of FiT entitlement

Application of Act

11-112.1 The Proponent must not surrender or transfer the FiT entitlement otherwise than in accordance with the Act.

11-112.2 The Proponent's FiT entitlement and entitlement to receive FiT support payments may, in accordance with section 13 of the Act be cancelled if the Minister believes, on reasonable grounds, that a condition of the FiT entitlement has not been met (including a failure to comply with the requirements of a breach notice issued pursuant to this Deed).

~~11.3~~12.3 Section 13 of the Act provides that the Minister may not cancel a FIT entitlement without giving notice and an opportunity to the Proponent to provide reasons why the Proponent's FIT entitlement should not be cancelled.

Intended cancellation notice and Nominated Person

~~11.4~~12.4 In the event that the Minister issues to the Proponent an intended cancellation notice pursuant to subsection 13(2) of the Act, the Territory will as soon as reasonably practicable after the intended cancellation notice is issued, give a copy of the notice to the Nominated Person, if any, by sending it to the address specified in Item 9 of ~~Schedule 1~~[Schedule 1](#), or if the Nominated Person has been changed in accordance with clause 11.8, to the new Nominated Person.

~~11.5~~12.5 The Territory will, upon application being made by the Proponent, or by the Nominated Person with the Proponent's written consent, provide whatever reasonable assistance it can to the Proponent, or the Nominated Person, as the case may be, in its preparation and submission to the Minister of an application under section 15 of the Act to transfer the FIT entitlement to another person.

~~11.6~~12.6 Subject to clauses 12.7 and 11.8, the person specified in Item 9 of ~~Schedule 1~~[Schedule 1](#), if any, is appointed as the Nominated Person for the purposes of this clause 11.

~~11.7~~12.7 The Nominated Person may be changed by written notice to the Territory in accordance with clause 11.8.

~~11.8~~12.8 A person must provide to the Territory a written consent in the form set out in Schedule 8, in order to be appointed as the Nominated Person for the purposes of this clause 11 and, where such person is a new Nominated Person for the purposes of clause 11.7, such notice must include the consent of the Nominated Person to be replaced.

Governing law and compliance with the law

~~11.9~~12.9 This Deed is to be governed by, and construed in accordance with, the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

~~11.10~~12.10 The Proponent must comply with the laws from time to time in force in the Territory in implementing the Proposal and operating the Generating System and in relation to all incidental activities.

Notices

~~11.11~~12.11 Any notice, including any other communication, required to be given or sent to either party under this Deed, must be in writing and given to the relevant Contact Officer. A notice under this Deed will be deemed to have been given:

- (a) if delivered by hand, on delivery;
- (b) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (c) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (d) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

~~11.12~~12.12 Nothing in this section 11 limits, or in any way alters, the effect of any provisions of the Act relating to the giving of notice for any purpose.

Force Majeure and Change of Law

~~11.13~~12.13 Any failure by the Proponent to comply with an obligation under this Deed, including without limitation to achieve a Milestone or to supply the minimum quantity of eligible electricity specified in Schedule 1 within the time specified in this Deed, will not amount to a failure to meet an obligation under this Deed (including the schedules) to the extent that such failure is caused directly by:

- (a) a force majeure event that is entirely outside of the control of the Proponent and that it would be unreasonable to expect the Proponent to have anticipated and factored into its planning when establishing and agreeing to the timelines provided for by this Deed; or
- (b) a Change in Law made after the date of execution of this Deed.

~~11.14~~12.14 For the avoidance of doubt, the Proponent's entitlement to relief under clause 11.13(a) above will include force majeure events that affect the performance of an equivalent obligation of a subcontractor to the Proponent under a subcontract or performance by a party that is the subject of an obligation under Schedule 6, provided such force majeure event is entirely outside of the control of the Proponent or that subcontractor or party that is the subject of an obligation under Schedule 6 and that it would be unreasonable to expect the Proponent or that subcontractor or party that is the subject of an obligation under Schedule 6 to have anticipated and factored into its planning when establishing and agreeing to the timelines provided for by this Deed.

~~11.15~~12.15 A force majeure event for the purposes of clause 11.13(a) is an event entirely outside the control of the Proponent, including, but not limited to:

- (a) fire, storm, flood or other natural disaster;
- (b) war, whether declared or not;
- (c) riot, industrial disturbance or other civil unrest;
- (d) acts of vandalism, sabotage, or terrorism;
- (e) failure of the network or the connecting network service provider to meet their obligations to connect the generator under National Electricity Law; or
- (f) acts or omissions by the Clean Energy Regulator in relation to the creation or transfer of large-scale generation certificates.

12.13 Variation

~~12.13.1~~12.13.1 Subject to clause 12.2 this Deed can only be varied by the written agreement of the Proponent the Territory, and the Nominated Person, if any.

~~12.2~~13.2 In accordance with the Act, this Deed cannot be varied without the approval of the Minister.

13.14 Term and Termination of Deed

~~13.14.1~~13.14.1 Except for those clauses which survive termination or expiration of this Deed, this Deed will terminate upon transfer, surrender or cancellation of the Proponent's FIT entitlement in accordance with the Act.

Survival of clauses

~~13.214.2~~ The obligations in sections 9, 10, 11, 16 and 17 survive the expiration or earlier termination of this Deed and the transfer, surrender and cancellation of the Proponent's FiT entitlement.

1415 General Terms and Conditions

General responsibilities of parties

~~14.415.1~~ The Parties will act reasonably and in good faith with respect to matters that relate to this Deed.

No warranties or representations arise from evaluation of a Proposal

~~14.215.2~~ In making a favourable assessment of a Proposal, neither the Territory nor the Minister make any warranty or representation about the prospects of successful implementation of a Proposal.

Costs

~~14.315.3~~ Except as provided for specifically by this Deed, all costs relating to implementing the Proposal and complying with this Deed, and any other conditions that apply to the Proponent's entitlement to FiT support payments under the Act, will be borne by the Proponent.

~~14.415.4~~ Except as provided for specifically by this Deed, and as otherwise required by law, the Territory is not liable for making any payment to the Proponent for any reason, whether by way of compensation, re-imbusement or otherwise.

No employment, partnership or agency relationship

~~14.515.5~~ Nothing in this Deed constitutes one party, or its employees, agents or contractors as employees, partners or agents of the other party, or creates any employment, partnership or agency for any purpose.

~~14.615.6~~ The Proponent must not represent itself, and must ensure its employees, agents and contractors do not represent themselves, as being employees, partners or agents of the Territory.

Severability

~~14.715.7~~ Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

No waiver

~~14.815.8~~ Failure or omission by the Territory or the Minister at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect, or impair, that provision in any way, or the rights and remedies that the Territory may have in respect of that provision, or that the Minister may have under the Act.

Precedence of instruments

[14.915.9](#) The provisions of the Act take precedence over the terms and conditions of this Deed to the extent of any inconsistency between them.

[14.1015.10](#) The notifiable instrument pursuant to which the Proponent is granted a FIT entitlement takes precedence over the terms and conditions of this Deed to the extent of any inconsistency between them.

[14.1115.11](#) The provisions of this Deed take precedence over the content of the Proposal to the extent of any inconsistency between them.

Providing false or misleading information

[14.1215.12](#) The Proponent acknowledges that the Minister has granted to the Proponent a FIT entitlement relying on the statements and representations made in the Proponent's Proposal.

[14.1315.13](#) The Proponent warrants that the statements and representations made in its Proposal are true and correct to the best of its belief and knowledge after making reasonable inquiries.

[14.1415.14](#) Without limiting the Territory's rights under the general law including any statute, the Proponent must not give information to the NSP that is false or misleading.

[14.1515.15](#) Without limiting the Territory's rights under the general law including any statute, the Proponent must not give information to the Territory that is false or misleading.

[14.1615.16](#) The Proponent acknowledges that providing false or misleading information may be an offence under the *Crimes Act 1900* (ACT).

Act to take precedence

[14.1715.17](#) This Deed is not intended to limit or vary the operation of the Act. Nothing in this Deed is to be taken to limit or fetter any right, power, obligation or function of the Territory or the Minister under the Act.

15.16 Payment on repeal or amendment of the Act

Definitions

~~15.4~~16.1 In this clause 15.6:

Independent Expert

means a firm of chartered accountants selected by the Parties in accordance with clauses ~~16.16~~16.16 to ~~16.19~~16.19 that meets the following criteria:

- (a) the firm is independent of each Party;
- (b) neither party has previously engaged the firm to provide services in relation to the ACT SolarShare Community Solar Scheme;
- (c) the firm has experience in valuing renewable energy assets; and

the firm (and individuals to be utilised by the firm) are not arbitrators.

Market Value

means the market value of the assets of the Proposal (including, but not limited to, its interest in the land at the Site and the Generating System including associated plant and equipment and any connection assets) as determined in accordance with section 15.

Net Compensation Amount

means all losses, costs and expenses as calculated in accordance with clause ~~16.3~~16.3 less any offset amounts calculated in accordance with clause ~~16.6~~16.6, as agreed by the Parties or determined by the Independent Expert in accordance with section 15.

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~~15.2~~16.2 The Proponent will be entitled to be paid an amount in accordance with this clause 15 in the event that, within the period between the date of grant of the FIT entitlement and 29 November 2039:

- (a) the Act is repealed or amended;
- (b) the Minister imposes a condition on, or amends, the FIT entitlement after the date of the grant of the FIT entitlement and after the date of execution of this Deed (except where the condition or amendment is made in relation to a breach by the Proponent of a condition of the Proponent's FIT entitlement); or
- (c) any other Territory Law is enacted, amended or repealed;

and such amendment, repeal, enactment or condition terminates the Proponent's right to receive, reduces the amount of, or otherwise directly adversely affects the value of, the FIT support payments that the Proponent is entitled to receive at the date of the grant of the FIT entitlement, or such amendment, repeal, enactment or condition would make it illegal, impossible or impracticable for the Proponent to implement the Proposal as contemplated by the Parties at the date of grant of the FIT entitlement (**the amendment or repeal**).

~~15.3~~16.3 Subject to, and in accordance with, sub-clauses 16.4 to 15.21 of this section, the Proponent will be paid an amount by the Territory so as to cover the Proponent's actual,

contingent or prospective liability for losses, costs and expenses incurred by the Proponent in its reliance on the grant of the FIT entitlement up to the date the Proponent has actual knowledge that the amendment or repeal was likely to occur (including those losses, costs and expenses incurred that require the Proponent to make a payment at a future time), including without limitation payment for:

- (a) any net loss, costs and expenses that are due to binding legal commitments having been entered into by the Proponent in reliance on the grant of FIT entitlement prior to the date of the amendment or repeal and without the Proponent having actual knowledge that the amendment or repeal was to occur, including, without limitation, all amounts paid or payable by the Proponent under any financing document in respect of the Proposal; and
- (b) any net loss, costs and expenses incurred by the Proponent in implementing the Proposal pursuant to this Deed, including, without limitation, any loss, costs and expenses incurred in the course of, or as a result of, the development, construction, financing and operation of the Generating System.

15-416.4 The Proponent will not be paid an amount in respect of, or compensated for, any losses, costs or expenses that are not incurred directly as a result of the amendment or repeal and will not be paid any amount in respect of, or compensated for any indirect, consequential, special, anticipatory or expectation losses, nor for any loss of opportunity, loss of future profit, future earnings or other benefit, whether that be loss of future FIT Support Payments or other future profit, income or benefit from any source.

15-516.5 The Proponent will not be paid any amount in respect of, or compensated for loss, expense, cost, damage or liability of any kind:

- (a) that the Proponent, acting reasonably, could have taken, or could, at the date of making a claim for compensation under this clause, take steps to mitigate;
- (b) arising from legal commitments or obligations (whether in law, equity or under statute) binding the Proponent pursuant to which the Proponent is required to pay another person any indirect, consequential, special, or expectation losses, or any loss of profits, earnings, opportunity or other future benefit;
- (c) in the nature of monies owing to its shareholders, owners, investors, partners, financiers, banks or any other associate or person which represents a loss of future earnings or future profit including without limitation any future dividends or interest, or loss of opportunity to those persons;
- (d) arising from decisions made in relation to its, or its associated entities', taxation affairs in reliance on the grant of the FIT entitlement; and
- (e) incurred by the Proponent in the preparation of its proposal in the Auction or incurred as legal or professional expenses in negotiating or settling this deed or settling any dispute under this deed, including in relation to this clause.

15-616.6 Any amount payable by the Territory under this section 15 will be offset by:

- (a) any amount that becomes payable to the Proponent under statute as a direct result of the amendment or repeal, including any amount payable under statute to the Proponent as compensation for the amendment or repeal, or to replace or offset the costs, losses or expenses of the Proponent as a result of the amendment or repeal;

- (b) the proceeds paid or payable on the sale of any assets after the date of amendment or repeal that the Proponent acquired for the purpose of implementing its Proposal, pursuant to this Deed, provided that such sale was on an arm's length basis, or otherwise an amount that reflects the Market Value of those assets; and
- (c) the Market Value of the assets owned by the Proponent that it acquired for the purpose of implementing its Proposal pursuant to this Deed (including, but not limited to, its interest in the land at the Site, the Generating System including associated plant and equipment and any connection assets), but excluding any amount calculated under sub-clause (6)(b).

~~15.7~~16.7 In making a claim for payment under this clause, the Proponent will provide to the Territory its detailed written estimation (including reasonable evidence) of the Net Compensation Amount as calculated in accordance with this clause within 90 days of the occurrence of an event described in clause 15.2, and the Parties will negotiate in good faith to agree on the Net Compensation Amount to be paid under this clause. The Territory (acting reasonably) will be under no obligation to agree to any Net Compensation Amount under this clause that has not been substantiated in detail by the Proponent and supported by reasonable evidence. The Proponent will maintain and will provide the Territory with access to any records that the Territory reasonably requires to enable its own assessment of the Net Compensation Amount.

16.8 The Territory will pay any Net Compensation Amount agreed by the Parties under clause 16.7, or as determined by the Independent Expert under clauses 16.16 to 16.22, to the Proponent within 30 Business Days of such agreement or determination. The Parties agree (and agree to instruct the Independent Expert) that the Net Compensation Amount will be adjusted to include all losses, costs and expenses under clause 16.3 incurred by the Proponent, and any offset amounts under clause 16.6, up to the date the Net Compensation Amount is agreed or determined.

~~15.8~~16.9 The Net Compensation Amount cannot be less than 0. In the event that the Net Compensation Amount is agreed or determined to be negative, the Net Compensation Amount will instead be taken to be \$0.

~~15.9~~16.10 In no event, whether during the Term of the FIT entitlement or following its expiration, and whether during or after the Term of this Deed, or following earlier termination of this Deed, shall the Territory's liability for a claim made under this clause exceed the cap amount that applies at the date of the amendment or repeal specified in the following table:

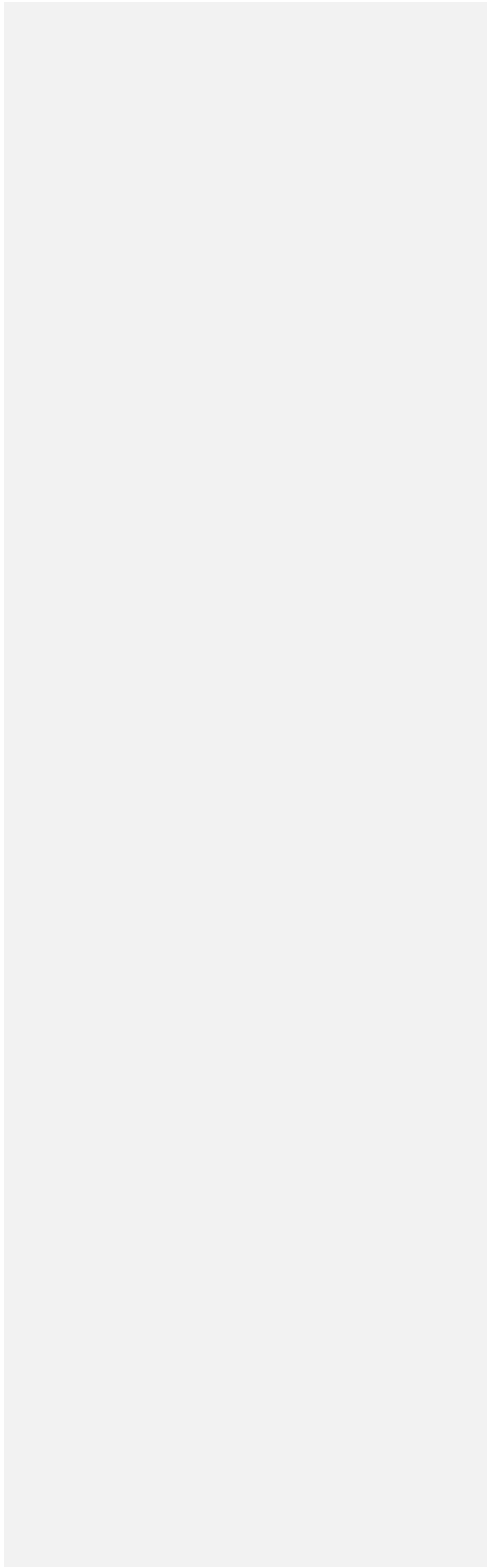
Commented [BS1]: We do not think an amendment is necessary - the process for determining the net compensation amount is very prescriptive. In particular we note clause 16.7 which allows the proponent to submit a written estimate in which they can make a case to exclude their cash assets if not acquired for the purpose of implementing the proposal.



~~15-10~~16.11 If the Proponent makes two or more claims under this clause because of the occurrence of two or more separate instances of an amendment or repeal, the Territory will take into account, in determining whether (or the extent to which) a cap amount has been reached in relation to the latest amendment or repeal, every earlier payment made by the Territory under this clause. In such event, the maximum liability of the Territory in relation to the latest amendment or repeal will be the cap amount specified in the table that applies to the latest amendment or repeal, less the sum of all earlier payments made to the Proponent under this clause.

~~15-11~~16.12 Payment by the Territory of the full amount agreed to by the Proponent under this clause will constitute full and final settlement of any liability that the Territory has to the Proponent under this clause and the Proponent agrees not to make any further claim against the Territory for any further compensation for any losses, cost, damage or expense, arising directly or indirectly from the amendment or repeal.

~~15-12~~16.13 The Proponent agrees that, during the period between the date that the Proponent has actual or constructive knowledge that the amendment or repeal is likely to occur, and the date the Net Compensation Amount is determined under this clause, it will not voluntarily undertake any transaction that has the effect of materially diminishing the Market Value of the net assets of the Proponent, including without limitation, by any dividend payment, share buyback, capital reduction, transfer of assets other than on arm's length basis or redemption of any redeemable preference shares, provided that nothing in this clause prevents the Proponent from entering into and forming transactions in the ordinary course of business.



~~15.13~~16.14 If the Proponent takes any action contrary to clause 16.11 then the Parties agree that the effect that such action had on diminishing the Market Value of the net assets of the Proponent is to be disregarded for the purposes of determining the offset amounts under clauses 16.6(b) and (c).

~~15.14~~16.15 The Parties agree that if the Proponent is paid any amount under this clause the Proponent may elect, at its sole discretion, to terminate this Deed. In this event, the Minister will repeal the Grant of Entitlement associated with the relevant generating system.

Appointment of Independent Expert and Determination of Net Compensation Amount

~~15.15~~16.16 If the Parties, despite having negotiated in good faith, cannot agree within 20 Business Days of the written estimation provided by the Proponent to the Territory under clause 16.7, then the Parties must appoint the Independent Expert to determine the Net Compensation Amount to be paid by the Territory.

~~15.16~~16.17 If the Parties have not agreed on the Independent Expert within 40 Business Days of the written estimation provided by the Proponent to the Territory under clause 16.7, then the Parties agree that the Independent Expert shall be selected (based on the same criteria for selecting the Independent Expert) by the President for the time being of the Institute of Chartered Accountants in Australia, Australian Capital Territory Branch.

~~15.17~~16.18 The Parties must instruct the Independent Expert to have regard to all normal valuation factors that the Independent Expert thinks are relevant, including the assumptions that there is a willing, but not anxious, buyer and a willing, but not anxious, seller of the assets and that there is reasonable time in which to sell the assets being valued in the open market (for that purpose 120 Business Days is deemed to be a reasonable time).

~~15.18~~16.19 The Parties agree that the Independent Expert's terms of appointment will include the following requirements:

- (a) the Independent Expert must have regard to any principles set out in this Deed, and all relevant material, in relation to the determination of the Net Compensation Amount;
- (b) the Independent Expert must consult with the Parties concerning the proposed Net Compensation Amount, the methodology of its determination, and the relevant materials they have considered;
- (c) the Independent Expert must keep confidential all information provided by, or on behalf of the Parties, to the Independent Expert;
- (d) the Independent Expert may make inquiries in relation to any matter he or she considers appropriate, and take the advice of any other person the Independent Expert wishes (including with any suitably qualified legal advisor who is independent of each Party);
- (e) the Independent Expert must make a draft report available to the Parties (that must include reasons for its determination) within 20 Business Days after its appointment;
- (f) the Independent Expert must meet with representatives of the Parties to discuss any queries it might have in relation to the draft report; and
- (g) the Independent Expert must use reasonable endeavours to notify the Parties of its determination within 10 Business Days after the date on which it makes its draft report available.

~~15.19~~16.20 The Parties agree that the Independent Expert acts as an expert and not as an arbitrator and that the dispute will not be an arbitration for the purpose of the *Commercial Arbitration Act 1986 (ACT)*.

~~15.20~~16.21 The Parties will provide the Independent Expert with access to any documents, records or information in its possession or control that the Independent Expert reasonably requires to enable its determination of the Net Compensation Amount, and copies of any such documents, records or information provided to the Independent Expert will be provided to the other Party.

~~15.21~~16.22 The Independent Expert's determination is, subject to any manifest error, error of law or a failure by the Independent Expert to follow the requirements under clause 16.19, final and binding on the Parties. All costs of the Independent Expert in providing its determination will be borne by the Territory.

~~16~~17 Ownership of material

~~16.1~~17.1 Subject to the rights of any third party, ownership of:

- (a) all Deed Material, including any intellectual property rights in that material, vests on its creation in the Proponent;
- (b) all Proponent Material, including any intellectual property rights in that material, remains with the Proponent; and
- (c) all Territory Material, including any intellectual property rights in that material, remains with the Territory.

Licence of material

~~16.2~~17.2 This clause 16 does not limit, or affect in any way, a party's obligation to comply with its obligations under clauses ~~17.7~~17.7 and ~~17.14~~17.14 below (Non-disclosure of Confidential Information).

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~~16.3~~17.3 The Territory grants to the Proponent a royalty-free, non-exclusive licence to use the Territory Material for the Term.

~~16.4~~17.4 For the purpose of clause ~~17.3~~17.3 above "use" means to supply, reproduce, publish, perform, communicate on-line, adapt and broadcast for such purposes as are reasonably necessary for the Proponent to implement the Proposal and to ensure compliance with this Deed, and such other uses agreed by the Territory.

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~~16.5~~17.5 The Proponent grants to the Territory, its contractors and agents, a royalty-free, perpetual, non-exclusive licence to use the Proponent Material and Deed Material.

~~16.6~~17.6 For the purpose of clause ~~17.5~~17.5 above "use" means to supply, reproduce, publish, perform, communicate on-line, adapt and broadcast for the following purposes:

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- (a) the Territory's own internal briefing and reporting requirements;
- (b) Ministerial and Cabinet briefing;
- (c) undertaking, and publishing the results of, and reviews of, the FIT capacity release made under the Act;
- (d) policy development;

- (e) assessing and ensuring the Proponent's compliance with this Deed; and
- (f) administration of the Act and this Deed generally.

Third party rights

~~16.7~~17.7 The Proponent must ensure:

- (a) the use of any Proponent Material or Deed Material by the Territory in accordance with the licence in clause ~~17.5~~17.5, above, will not infringe the intellectual property rights of any third party; and
- (b) no fees, royalties, or other payments, are payable in respect of any third party rights as a result of the Territory's (or its contractors', or agents') use of any such material in accordance with the licence in clause 17.5 above.

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Moral rights

~~16.8~~17.8 The Proponent must, in relation to the authors of any work that comprises, or forms part of, any Deed Material or the Proponent Material provided by the Proponent to the Territory:

- (a) use its best endeavours to include in the material an attribution of those authors; and
- (b) procure from those authors their genuine written consent for the Territory to:
 - perform any act in respect of the work in accordance with the licence given under clause ~~17.5~~17.5 above;
 - in so doing not to attribute the author as the author of the work; and
 - materially alter the work in any way.

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Safekeeping and preservation of material

~~16.9~~17.9 The Proponent must ensure the safe-keeping and proper preservation of all Deed Material, Proponent Material and Territory Material in its possession or control for the Term of the FiT entitlement and deliver to the Territory all Territory Material on the expiration or termination of this Deed (other than copies of material that the Territory has authorised the Proponent to retain).

Non-disclosure of Confidential Information

~~16.10~~17.10 The Proponent must:

- (a) use Territory Confidential Information held in connection with this Deed, or the Act, or in relation to implementing the Proposal, only for the purposes of fulfilling its obligations under this Deed and not to disclose any of the Territory's confidential information without the prior approval of the Territory;
- (b) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cth) as if they were provisions of this Deed and the Proponent was a collector and record-keeper of the personal information as defined in the Act; and

- (c) notify the Territory, immediately, if the Proponent becomes aware that a disclosure of Territory Confidential Information is required by law, or an unauthorised disclosure of Territory Confidential Information has occurred.

~~16.11~~17.11 Except as provided in this Deed, the Proponent must not disclose Territory Confidential Information to any person without the prior written consent of the Territory except to the extent that the Territory Confidential Information is:

- (a) required or authorised to be disclosed by law;
- (b) disclosed to the Proponent's solicitors, auditors, insurers or professional advisers or financiers or bona fide potential financiers;
- (c) generally available to the public; or
- (d) in the possession of the Proponent without restriction in relation to disclosure before the date of receipt from the Territory.

~~16.12~~17.12 The Proponent must take all reasonable measures to ensure that Territory Confidential Information accessed, or held by it in connection with this Deed, is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose including by imposing upon the Proponent's personnel obligations of confidentiality and ensuring that only its authorised personnel have access to Territory Confidential Information.

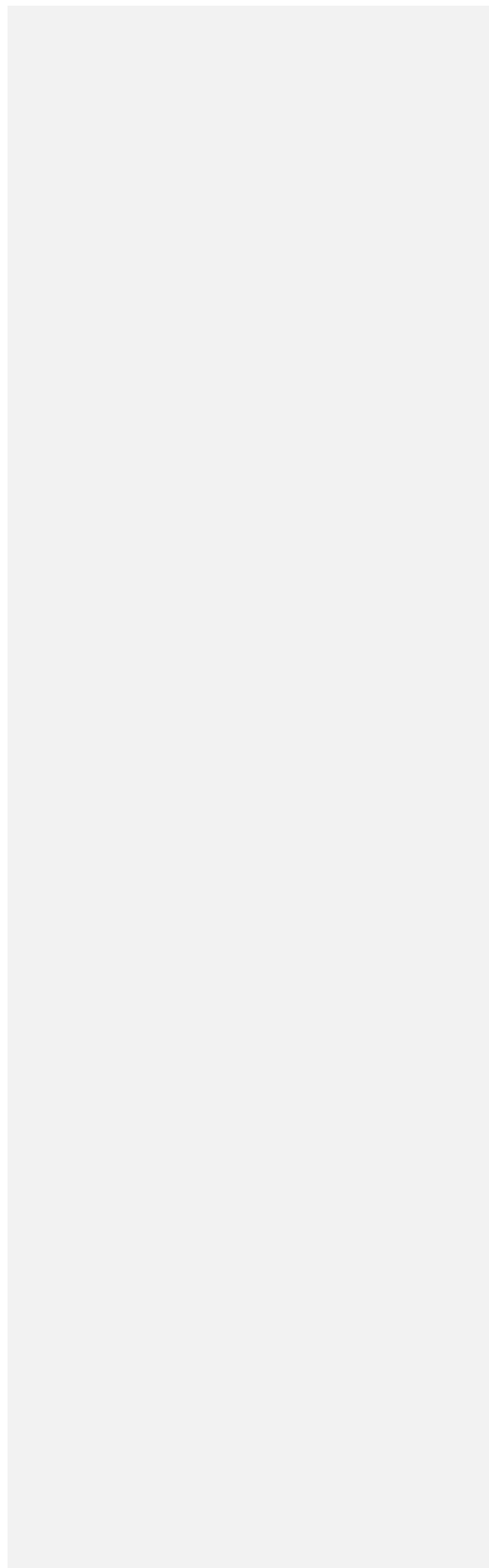
~~16.13~~17.13 The Proponent acknowledges that the publication or communication of any fact or document by a person that has come to its knowledge, or into its possession or custody by virtue of the performance of this Deed (other than to a person to whom the Proponent is authorised to publish or disclose the fact or document), may be an offence under section 153 of the *Crimes Act 1900 (ACT)*, the maximum penalty for which is 2 years imprisonment.

Territory's use of Proponent Confidential Information

~~16.14~~17.14 Except as provided in this Deed, the Territory must not disclose Proponent Confidential Information to any person without the prior written consent of the Proponent (whose consent will not be unreasonably withheld) except to the extent that the Proponent's Confidential Information:

- (a) is required, or is authorised to be, disclosed under law. For the avoidance of doubt, disclosure of information for the purposes of allowing the electricity distributor to comply with its obligations under the Act will be considered required or authorised by law;
- (b) is reasonably necessary for the enforcement of the criminal law;
- (c) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
- (d) is generally available to the public;
- (e) is in the possession of the Territory, without restriction, in relation to disclosure before the date of receipt from the Proponent;
- (f) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (g) is disclosed to the ombudsman or for a purpose in relation to the protection of public

revenue.



Schedule 1– Deed Details

Item 1.	Contact Officers	<p>For the Territory: <i>Name:</i> Hugo Temby <i>Position:</i> Manager, Energy Projects <i>Address:</i> 16 Challis Street, DICKSON, ACT 2602 <i>Email:</i> hugo.temby@act.gov.au <i>Telephone:</i> 02 62059337</p> <p>For the Proponent: <i>Name:</i> Lawrence McIntosh <i>Position:</i> Principle Executive Officer <i>Address:</i> c/- Conservation Council ACT Region, Lena Karmel Lodge, 14/26 Barry Drive, Canberra ACT 2601 <i>Email:</i> [REDACTED] <i>Telephone:</i> [REDACTED]</p>
Item 2.	Term of FiT entitlement	20 years from the FiT Support Start Date
Item 3a.	Completion Date	As specified in Notifiable Instrument: 30 November 2019
Item 3b.	FiT Support Start Date	As specified in Notifiable Instrument: 30 November 2019
Item 4.	Minimum annual quantity of eligible electricity	328 MWh
Item 5.	Maximum annual quantity of eligible electricity	2,778 MWh
Item 6.	Amount of FiT	FiT \$195.60/MWh
Item 7.	Site	Rural block 707 Majura
Item 8.	Public Liability Insurance	Public liability insurance: \$20 million (in respect of each claim)

Item 9.	Nominated Person	<p>To be advised in writing to the Territory by the Proponent, if applicable, in accordance with this Deed.</p> <p>Nicolas Fejer Chairperson [REDACTED]</p>
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Schedule 2– Generating System

Location:	As per Schedule 1, item 7
Maximum power (AC) output that the generating system could produce as measured at the point of connection to the electricity network:	1.0MW
Generating System configuration:	The generating system will consist of up to 5,352 photovoltaic modules, connected via a transformer to a separately metered (separate for market settlement purposes) point of connection to the interconnected national electricity system.

Schedule 3- Milestones

Milestone	Date
Obtain required interest in land	27/02/2012
Submit application for development approval, including EIS	02/05/2013
Development approval obtained and all other environmental, planning and building approvals required by law to construct generating system obtained, including under the <i>Environment Protection and Biodiversity Conservation Act 1999 (Cth)</i> , if required	30/09/2015
Secure funds or agreement for implementation of proposal through appropriate agreements with equity investors and/or financial institutions and/or renewable energy developer ('financial/development close')	05/03/2019
Obtain registration as a generator, or exemptions as required under the National Electricity Rules	05/05/2019
Execute connection agreement with network service provider	06/04/2019
Submit draft Safety, Health and Environment plan for review by the Minister	22/06/2019
Commence construction of generating system	22/09/2019
Connect and supply eligible electricity to the electricity network (Completion Date)	30/11/2019

Schedule 4- Specified Personnel and Specified Contractors

Specified Personnel

Lawrence McINTOSH	<u>Principle Executive Officer</u> Based in Canberra
	<u>Project Advisor</u> Based in Canberra

Specified Contractors

[Majura Community Energy Project Pty Ltd](#) ~~[SolarShare Community Ltd](#)~~ will enter into a full service EPC with Eppo Pty Ltd ([ABN 95 166 733 017](#)).

Schedule 5- Community Engagement Plan

GOALS AND DESIRED OUTCOMES

GOAL

The goal of SolarShare's Community Engagement Plan is to facilitate meaningful input from Canberra community stakeholder groups into the SolarShare decision making process. This will be done throughout the lifecycle of the project to enable relationships based on mutual trust and respect. This plan establishes a framework to outline the ongoing activities to which SolarShare has committed in a) the lead up to the commencement of construction, b) construction, c) operation, d) decommission, and e) continued evaluation.

DESIRED OUTCOMES

The desired outcomes of the CEP are:

- 1 To direct input from relevant community stakeholders into key decisions surrounding the solar farm including location and impact on the surrounds;
- 2 To achieve local support for the relevant planning permit conditions;
- 3 To provide a clear route for Community stakeholders to provide feedback and endorsement or critique of proposed Phases in the project.
- 4 To ensure Community stakeholders have up-to-date and accessible information throughout the lifecycle of the project;
- 5 To fulfil relevant conditions of the ACT Government's Community Solar Scheme
- 6 To put in place measures to record and respond to community concerns, queries and complaints with the aim of working collaboratively to resolve any issues;
- 7 To hold SolarShare accountable to commitments made to the community throughout each phase of the project;
- 8 To ensure SolarShare activities have broad support and provide opportunities for stakeholders to have input into pre-construction activities and further phases of the project;
- 9 To uphold the positive reputation of SolarShare and the project; and
- 10 To contribute towards ongoing support for solar farms in general in the ACT.

KEY STAKEHOLDERS

SolarShare has identified the following key stakeholders:

- 1 Local residents and neighbouring owners
 - a. Majura residents group
- 2 Landowner
 - a. Private landowner (winery) with 99 year lease on land
- 3 Traditional owners
 - a. Ngunnawal people
- 4 Local institutions
 - a. AFP
 - b. Department of Defence
 - c. AFP driver skills training
- 5 Community groups with an interest in the Majura Valley
 - a. North Canberra community council
 - b. Friends of Mt Majura
 - c. Molonglo Catchment group
 - d. Friends of Grasslands (FOG)
 - e. Canberra ornithologists group (COG)
 - f. Conservation Council
 - g. Greening Australia
- 6 Other Community groups involved in SolarShare's site selection decision (due to other sites being shortlisted in that area)
 - a. Tuggeranong Community Council
 - b. Inner South Canberra Community Council
 - c. Royalla residents group
 - d. Belconnen community council
- 7 Other community groups that were approached regarding the best way to seek input should potential sites exist in their area
 - a. Weston Creek Community Council
- 8 ACT Government, in particular the:
 - a. Environment, Planning and Sustainable Development Directorate
 - b. National Capital Authority
- 9 General public
- 10 Media
- 11 Employment networks
 - a. Contractors
- 12 Education providers
 - a. SEE-Change
 - b. Australian National University
 - c. University of Canberra
 - d. Canberra Institute of Technology

FRAMEWORK FOR EVALUATION INCLUDING TIMEFRAMES

It is imperative that community engagement processes begin as early as possible, so that a diverse range of community views can be considered in the development of the project. In our case, community engagement has been an ongoing activity.

The framework for continuous monitoring and evaluation of our community engagement activities is adapted from the guidelines developed by the CEC (Community Engagement Guidelines for the Australian Wind Industry). A series of guiding questions are listed at each Phase of the project to promote continual assessment of our community engagement activities and to ensure project

delivery in an open, inclusive, responsive and accountable manner.

Activity	Evaluation	Timeline
Phase 0: Site Selection	<ol style="list-style-type: none"> 1 Have we introduced ourselves to the relevant landowners, community stakeholders and local government authorities as needed? 2 How are we communicating information to the above stakeholders? 3 Are we aware of the questions from the community during the approval period and are we providing answers as needed? 4 Do we have clear processes for communication? Are community members aware of these processes and how to use them? 	August 2014 to March 2015
Phase 1: Pre-construction Feasibility	<ol style="list-style-type: none"> 1 Are we disclosing balanced, timely, clear and complete information about the project process? 2 Is the process of decision-making open to community participation? 3 Do we have a good record and understanding of all the stakeholders' concerns and expectations? 4 Are there mechanisms in place to ensure that stakeholders can request and receive information? 5 Have we identified and communicated non-negotiable aspects of the project? 6 Have we responded to the issues raised by stakeholders? 7 Have we identified potential impacts of the solar farm and communicated these to relevant stakeholders? 8 Is community support for the project increasing? 9 Are expectations of stakeholders managed with honesty and openness? 	April 2015 to Financial close
Phase 1: Pre-construction Planning and Approvals	<ol style="list-style-type: none"> 1 Are there mechanisms in place to ensure that stakeholders are up to date with the planning and approvals process? Is information about these processes clear and accessible? 2 Are there opportunities for all stakeholders to raise questions and input their opinions in the project design? 3 Are planning decisions sufficiently open to discussion? 4 Have we established a system to register and address any issues that the community might have with the planning process? 5 Are we providing regular updates to the community on the status of the project approval? 6 Are we aware of the questions from the community during the approval period and providing answers as needed? 	April 2015 to Financial close

Activity	Evaluation	Timeline
Phase 2: Construction	<ol style="list-style-type: none"> 1 Is the information about project timeframes, location, etc. publicly available? 2 Is information about project risks and opportunities disclosed? 3 Are all relevant groups represented in our engagements? 4 What degree of participation do the community have in our decision making process? 5 Are we responding to any questions raised by community? 6 Are there mechanisms to track complaints and ensure remedy when needed? 7 Is there a mechanism to monitor, evaluate and report significant impacts as a result of the construction? 	Financial close to Project Completion
Phase 3: Operation	<ol style="list-style-type: none"> 1 Is there enough publicly available information for the community to assess our progress? 2 Are we proactive in demonstrating our performance to the community (i.e. site visits)? 3 Are we partnering with relevant local groups? 4 Is all feedback from the community related to our operations considered in our decisions and activities? 5 Do communities feel that their opinions are relevant to us and that we answer them? 6 Is there a reporting system in place to account for and regularly communicate activities? 	Project Completion to end of project life
Phase 4: Decommissioning	<ol style="list-style-type: none"> 1 Have we informed the community about the process of decommissioning and the potential impacts for the community in a clear and complete manner? 2 Is the community aware of the steps that we will take? 3 Are there open channels for the community to comment on the approach to decommissioning? 4 Are we addressing community concerns about the future? 5 Are we communicating our intentions to the community? 6 Are we sufficiently accountable for all the environmental, social and economic impacts that might result from decommissioning? 	Approx 2047

Points that have been taken into consideration when working with community organisations include:

- Engagement activities should be conducted in ways that respect the time constraints often experienced by volunteers in community organisations.
- Where possible, avoiding engagement over the Christmas/January holiday period and also being mindful of school holiday periods.
- Not all community organisations use email regularly; courtesy phone calls as follow-ups to emails may be required.

EVIDENCE OF COMMUNITY SUPPORT AND CURRENT COMMUNITY ENGAGEMENT

Support for the SolarShare is evident through letters of support received from stakeholders and current pledges from the local community in support of the solar farm.

There is currently \$2.8m pledged by over 500 ACT community members in support of the farm. Community support is from a range of individuals from students to retirees to local businesses pledging amounts ranging from \$350 to \$250,000.

SolarShare is aware that previously negative publicity has arisen around other large-scale solar farms in the ACT. This makes it even more important for us to effectively engage the local community to identify local values and inform the decisions and activities of the project.

Schedule 6 – ACT Investment Plan

The table, below, is a summary of the ACT investment commitments made by SolarShare Canberra under this deed:

Commitment	Section
Use of services of local firms on the project wherever possible	6 a)
Contribute \$1,500 per year to Landcare	6 a)
Collaboration with University of Canberra students to enable internships or research projects with SolarShare	6 b)
Collaboration with the CIT Renewable Energy Skills Centre of Excellence to enable student solar farm skill development	6 b)
Collaboration with the ANU's Fenner School of Environment and Society to enable the provision of data for research purposes	6 c)
Collaboration with the ANU's Energy Change Institute to enable research projects including through the provision of bursaries of \$500 per student (up to three students)	6 c)
Exploration of a collaboration with the ANU's Engineering Research School of the development of a sophisticated photovoltaic module verification and testing research facility in Canberra	6 c)

The scale of SolarShare's proposed 1MW solar farm is relatively modest from a commercial standpoint. Yet the economic development benefits SolarShare will bring to the Territory are more than commensurate with the size of the \$2.8 million project.

SolarShare's community-owned business will address all four priority areas in the Renewable Energy Local Investment Framework, and thereby contribute to the development of the ACT renewable energy industry, in the following ways:

a) **Delivering enduring benefits to local businesses through the inclusion of regional contractors and labour force.**

Local businesses, contractors and labour force will benefit through the award of work during the construction and ongoing maintenance of the SolarShare solar farm.

SolarShare will contract the services of Epho to construct the solar farm, and Epho will source much of the labour for construction and other work locally from the ACT. Epho expects to hire approximately eight subcontractors to execute the SolarShare project.

SolarShare will also contract Epho to provide Operation and Maintenance teams, with the employment of locally based staff on a part-time basis for at least two years (the duration of SolarShare's Operation and Maintenance contract with Epho).

Canberra based renewable energy consultancy IT Power has been selected to provide independent engineering review and certification for the delivery of the Majura Project by the EPC Contractor.

Additionally, SolarShare's policy is to use the services of local firms wherever possible. To date, we have already engaged local professional advisers Chamberlain's law firm, Pricewaterhouse Coopers (Canberra), local design firm "Papercut" and local printing companies.

SolarShare is also committed to supporting local farms and other businesses in the Majura Valley, the location of the community solar farm. The ACT Government has highlighted the Majura Valley as part of the Eastern Broadacre area that could attract future employment, industrial and related uses. SolarShare and the neighbouring Mount Majura Solar farm represent the kind of light industry envisaged by such strategic planning.

At the same time, SolarShare supports the Majura Valley Landcare Group's vision for the Majura Valley as one which retains the Canberra Bush Capital ambience, and which combines sustainable farming, local produce, the protection and further development of native woodlands and grasslands, and a focus on eco tourism, while working in harmony with light industry such as the solar project. The recent highly successful Majura Valley Bush Festival organised by local landholders, and which attracted over 8000 visitors at its inaugural festival, demonstrates the strong potential for realising this vision.

To seed this collaboration, SolarShare commits to establishing a Land Care Grant fund of \$1,500 annually, to continue to preserve the natural beauty of the Majura Valley and in particular the Majura Valley tourism trail (as identified by the Majura Valley Landcare group). Planting selection will be determined through a decision making process which includes the Molonglo Catchment Group and Majura Valley Landcare group.

b) Building Canberra's capacity as a national tertiary education and trades' skills hub

SolarShare and UC signed a Memorandum of Understanding in March 2015 on a collaboration with the UC business faculty. Under this MOU, UC and SolarShare will collaborate to allow UC students (engaged in fields of study including Marketing, Management, HR, Strategy, Ethics, Building and Construction, Entrepreneurship and Innovation) to benefit from participating in 'real world' projects for their studies, for example through internships or research projects with SolarShare.

SolarShare has consulted with South East Region of Renewable Energy Excellence (SERREE) and Majura Valley land-care representatives, to provide an avenue for UC interns to direct their efforts towards marketing and communications for the renewable energy trail, and other future development of the Majura valley as an iconic bush capital and eco-tourism destination so close to Canberra's international airport. UC business students will have the opportunity to hone their business skills and studies in line with these regional tourism development opportunities, which include:

- Renewable energy;
- Local food and wine;
- Geological tourism;
- Heritage events; and
- Cycling

in a manner consistent with land-care and SERREE initiatives already underway.

SolarShare will work with UC academic staff in defining such projects, arranging placements in organisations such as SERREE, and where appropriate, offering a stipend or prize for the best project / report or deliverable as a means of attracting high calibre students and rewarding their contribution. Under the MOU, this program will be subject to annual reviews, and will run for an initial 3 years (See Attachment L). This collaboration is contingent upon SolarShare receiving a Feed-in Tariff deed of entitlement through the ACT Government community solar scheme.

Through an introduction by SERREE, SolarShare has also established a relationship with the Renewable Skills Centre of Excellence Project at the Canberra Institute of Technology (CIT). At this early stage, the CIT Project Manager and SolarShare have agreed to commence the collaboration with field trips to SolarShare by CIT teachers to familiarise them with the skills needed to maintain

such a facility, and then incorporate these into CIT skills training.

The preparatory work for the community solar farm has been implemented with significant volunteer input. Our volunteers have been exposed to challenges and learning experiences which have provided them with new skills and networks. This benefits the local economy by increasing the skill base in the renewable energy sector. This preparatory work and documentation has been made available online to other community organisations who wish to pursue a community-owned renewable project.

c) Stimulating productive research partnerships that will develop the capacity and global recognition of the ACT's tertiary institutions;

FENNER SCHOOL COLLABORATION

The Australian National University's Fenner School of Environment and Society (the ANU) has expressed keen interest in developing research and educational opportunities for use of the data collected by community solar facilities. In January 2015, SolarShare and ANU signed a Memorandum of Understanding proposing collaboration in this area once the SolarShare plant is constructed.

Specifically, SolarShare will provide ANU with generation data from SolarShare's activities. Under the MOU, ANU is entitled to access the solar farm to install and use research equipment, including a data-logger and weather instrumentation (further detail on research outcomes provided in "Fenner School – SolarShare Collaboration", Attachment L. There has been a recent change in focus of the proposed research to undertake dust monitoring and this will be reflected in a revised agreement with ANU).

If SolarShare's proposal is successful, then the research carried out under this MOU would help develop the ANU's capacity as outlined above, and would potentially increase its global recognition, given that some of the research findings would be novel, and would contribute useful data to the world-class solar research capabilities at the ANU.

ENERGY CHANGE INSTITUTE COLLABORATION

The Australian National University's Energy Change Institute and SolarShare have developed a collaborative framework that aims to:

- Attract high calibre undergraduate Honours and Masters students to the ACT interested in studying sustainability and energy change;
- Foster a multidisciplinary approach to energy change by offering students research projects in areas such as Engineering, Marketing, Law, Environmental Science and Finance; and
- Disseminate publicly available results from ANU research to SolarShare in carrying out its business in community owned energy generation.

Specifically, SolarShare will:

- Work with the ANU academic staff in scoping appropriate research projects;
- Provide appropriate management and supervision support to research students engaged in projects supported by this collaboration;
- Provide a bursary of \$500 per student, up to an annual total of \$1,500 (3 students) as a means of attracting high calibre students; and
- Commit to an initial three-year collaboration with scope for ongoing partnering following review.

ANU ENGINEERING RESEARCH SCHOOL COLLABORATION

SolarShare is exploring a potential collaboration with the ANU Engineering Research School on verification and quality testing of PV modules in an outdoor environment. The expected local

benefits are expected to be:

- Development of a stronger PV module verification and testing research capability in Canberra, with flow-on effects to the creation of local businesses in this field;
- Sales of PV module verification and testing services to manufacturers and others such as Clean Energy Council;
- Enhanced industry/community support for ANU research and development; and
- Annual cohorts of 10-15 postgraduate students with exposure to, and better understanding of, the SolarShare business model (as a result of SolarShare lecture/s within the new ANU course on Photovoltaic Power Plants:
<http://programsandcourses.anu.edu.au/2017/course/ENGN8830>).

d) Growing the local corporate footprint of national and international businesses

Sydney-based EPC contractor Epho envisages two of its staff working full-time on construction of SolarShare's farm for 1 month, and will also be involved in the design, procurement and delivery of the works which will require visiting Canberra in the 6 months leading up to construction. In addition, Epho will have locally based part-time employees engaged in operation and maintenance of the farm for at least 5 years.

Schedule 7– Reports

<p>Quarterly Construction Reports</p>	<p>The Proponent must provide a Quarterly Construction Report for each three month period (a 'construction period'), coinciding with calendar quarters, from the execution of this Deed until the Completion Date written into a template provided by EPSDD.</p> <p>Each Quarterly Construction Report must be provided with 14 days of the end of each construction period and must contain:</p> <ul style="list-style-type: none"> • Details of any changes to the management structure and ownership of the Proponent within the construction period; • Details of actions taken and outcomes in relation to Schedule 5 (Community Engagement Plan) and Schedule 6 (ACT Investment Plan) within the construction period; • A traffic light indicator for each milestone set out in (Green = 'on track to achieve milestone date', Amber = 'milestone date at risk', Red = 'milestone date unable to be achieved'); and • A brief status description for each milestone set out in Schedule 3, including new issues arising and progress made within the construction period.
<p>Annual Generation Reports</p>	<p>The Proponent must provide an Annual Generation Report for the financial year in which the generating system is operational.</p> <p>Each Annual Generation Report must be provided within 3 months of the end of a financial year and be written on a template provided by EPSDD and must contain:</p> <ul style="list-style-type: none"> • Details of any changes to the management structure and ownership of the Proponent within the financial year; • An electronic record (CSV file) of 5 minute interval generation data as metered at the point of connection to the electricity network for the financial year; • Details of any changes to equity and debt finance arrangements for the generating system within the generation year; • Details of any changes to the generating system that might result in an increase or decrease in rates of generation; and • A report addressing requirements set out in the Safety, Health and Environment Plan (required under section (e) of this Deed); and • Information specifically related to the progress of the implementation of the Community Engagement Plan and ACT Investment Plan.
<p>Other Reports</p>	<p>The Proponent must provide, within a reasonable timeframe, information specifically related to the construction, operation or management of the generating system or performance under this deed, requested by the Territory and reasonably required for the purposes of verifying performance against this Deed or as reasonably required to inform renewable energy policy development in the Territory.</p>

Schedule 8– Consent to be appointed as Nominated Person

I consent to [Name of proposed Nominated Person] being appointed as a Nominated Person for the purposes of the Deed of Entitlement entered into on [date] between the Australian Capital Territory and [name of Proponent] in relation to the grant of a FiT entitlement under [name and number of Notifiable Instrument] made pursuant to the *Electricity Feed-in (Large-scale Renewable Energy Generation) Act 2011*.

Signed:

Date: _____

Name:

As an authorised person for and on behalf of [Name of Nominated Person/Company Name]

Position:

ACN or ABN:

Address for service of copy of notices:

Execution page for Deed of Entitlement

DATE OF THIS Deed _____

Executed as a Deed for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
in the presence of:) Signature of Territory delegate

.....
Signature of witness Print name

.....
Print name

Executed as a Deed by)
.....)
.....) Signature of director/ individual*
Print name *DELETE whichever is not applicable (see note)

for and on behalf of
[Majura Community Energy Project Pty](#)
[LtdSolarShare Community Energy Ltd](#),
ACN [626 632 657600 571 220](#)

in the presence of:

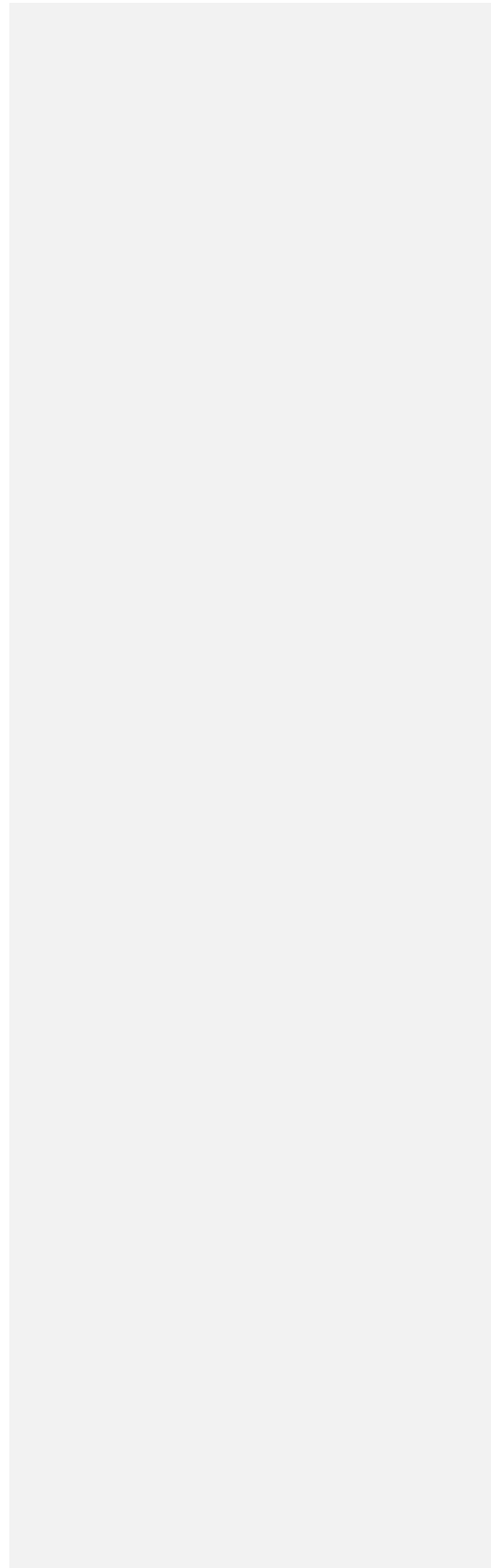
.....
Signature of director/ secretary/ witness*
*DELETE whichever is not applicable (see note below)



.....
Print name

Note:
Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Proponent's constitution.

Individual: Must be signed by the individual Proponent and witnessed.





DEED OF ENTITLEMENT

SolarShare Community Solar Farm

AGREEMENT UNDER THE ELECTRICITY FEED-IN (LARGE-SCALE
RENEWABLE ENERGY GENERATION) ACT 2011

Date	11 December 2018
Parties	Australian Capital Territory and Majura Community Energy Project Pty Ltd (SolarShare)

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the Environment, Planning and Sustainable Development Directorate.

Majura Community Energy Project Pty Ltd, ACN 626 632 657, of c/- Conservation Council ACT Region, Lena Karmel Lodge, 14/26 Barry Drive, Canberra ACT 2601 (**Proponent**).

1 Background

- 1.1 The Proponent participated in a request for proposal (rfp) run by the Territory pursuant to the *Electricity Feed-in (Large-scale Renewable Energy Generation) Act 2011* (the Act) and, pursuant to that rfp, has been granted by notifiable instrument a feed-in tariff (FiT) entitlement subject to certain conditions.
- 1.2 Section 12(1)(b)(iii) of the Act provides that one of the conditions of a FiT entitlement is that the holder complies with any written agreement that the Minister requires the holder to enter into with the Territory pursuant to section 12(3) of the Act.
- 1.3 This Deed comprises the written agreement that the Minister requires the Proponent to enter into pursuant to section 12(3) of the Act.

2 Interpretation

Definitions

- 2.1 The following definitions apply in this Deed, unless the context otherwise requires.

Act	means the <i>Electricity Feed-in (Large-scale Renewable Energy Generation) Act 2011</i> .
AEMO	means Australian Energy Market Operator Limited ACN 072 010 327, or any replacement or successor body.
AER	means the Australian Energy Regulator which is established under section 44AE of the <i>Competition and Consumer Act 2010</i> (Cth) or any replacement or successor body.
Auction	means the competitive process established by the Request for Proposals issued by the Minister under the Act pursuant to which the Proponent has been granted a FiT entitlement on conditions.
Breach notice	means a notice given by the Territory to the Proponent in accordance with clause 4.1.
Business Day	means a day (not being a Saturday or Sunday) on which banks are open for general banking business in Canberra.

Change in Control	means in relation to the Proponent, where a person who did not (directly or indirectly) effectively Control the Proponent at the date of grant of FiT entitlement, either alone, or together with others, acquires Control of the Proponent.
Change in Law	means: <ul style="list-style-type: none">(a) the repeal, amendment or enactment of any law, statute, order, regulation or by-laws of the Commonwealth or any State or Territory of Australia(b) any condition imposed on the Proponent's FiT entitlement, or amendment to the FiT entitlement, by the Minister after the date of the grant of the FiT entitlement and after the date of execution of this Deed (except where the condition or amendment is made in relation to a breach by the Proponent of a condition of the Proponent's FiT entitlement); and(c) a change to the National Electricity Law or the National Electricity Rules.
Clean Energy Regulator	means the regulator established under the <i>Clean Energy Regulator Act 2011</i> (Cth) or any replacement or successor body.
Completion Date	means the date specified in Item 3a Schedule 1.
Confidential Information	means Proponent Confidential Information and Territory Confidential Information.
Connection Agreement	means the agreement between the NSP and the Proponent by which the NSP provides access to the Network and related electricity distribution, transmission services or other assets.
Connection Point	means a point of supply of electricity to the Network agreed to by the Proponent and the Network Service Provider.
Contact Officers	means, in relation to each party, the representatives whose names and contact details are specified in Item 1 of Schedule 1 or as notified from time to time by one party to the other.

Control	<p>in relation to the Proponent includes:</p> <ol style="list-style-type: none">1. the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of voting equity in the Proponent;2. the ability to dispose or exercise control over the disposal of more than 50% of the shares or other form of equity in the Proponent;3. the ability to appoint or remove all or a majority of the directors of the Proponent;4. the ability to exercise or control the exercise of the casting of a majority of the votes cast at the meetings of the board of directors of the Proponent; and5. any other means, whether direct or indirect, of dominating the decision making and financial operating policies of the Proponent.
Cure Plan	<p>means a cure plan agreed between the parties in accordance with clause 4.2.</p>
Deed	<p>means this deed, including any schedules and attachments.</p>
Deed Material	<p>means all material created, written or otherwise brought into existence by or on behalf of the Proponent as part of, or for the purpose of, implementing the Proposal and complying with this Deed, including all reports (whether in draft or final form), documents, information and data stored by any means but does not include Proponent Material.</p>
Directorate or EPSDD	<p>means the Environment, Planning and Sustainable Development Directorate, an administrative unit of the Territory.</p>
Eligible electricity	<p>has the same meaning as in the Act.</p>
Feed-in Tariff or FiT	<p>has the same meaning as in the Act and, in relation to the Proponent, is the amount specified in Item 6 of Schedule 1.</p>
FiT entitlement	<p>has the same meaning as in the Act.</p>
FiT support payment	<p>has the same meaning as in the Act.</p>
FiT Support Start Date	<p>means the date specified in Item 3b Schedule 1.</p>
Generation Resources	<p>means the Generating System, the Generation Control Assets, and the Generation Network.</p>

Generation Control Asset	means any solar monitoring equipment at the Site, and any systems used for monitoring or controlling the Generating System or the Generation Network, other than the systems of the operator of the Network or AEMO.
Generation Network	means the electric power network which connects Generating Units within the Generating System and connects the Generating System to the Network, and includes all power transformers, inverters, converters, conditioners, and metering and monitoring equipment on the Generating System side of the point of connection to the Network.
Generating System	means the generating system described in Schedule 2 in respect of which the Proponent has been granted a FiT entitlement.
Generating Unit	means a generator of electricity and all the equipment essential to its functioning as a single entity.
Insolvency Event	means the occurrence of any one or more of the following events in relation to the Proponent: <ul style="list-style-type: none">(a) an application is made to a court for an order that a provisional liquidator, or receiver, or receiver and manager, be appointed, and the application is not withdrawn, struck out or dismissed within 15 business days of it being made;(b) a liquidator or provisional liquidator is appointed;(c) an administrator or a controller (as defined under section 9 of the <i>Corporations Act 2001</i> (Cth)) is appointed to it or any of its assets;(d) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, other than the application of solvent reconstruction; or(e) anything occurs under the law of any jurisdiction that has a substantially similar effect to any of the above paragraphs of this definition.
Intended cancellation notice	means an intended cancellation notice issued pursuant to subsection 13(2) of the Act.

Material Assets	means these assets in relation to the Proposal: <ul style="list-style-type: none">(a) the Generation Resources;(b) spares, inventory and manuals in relation to the Generation Resources, other than those owned by the manufacturer or distributor of those spares and inventory;(c) any leasehold interest in any of the Site;(d) any licence to use any of the Site;(e) the rights and interests in the Connection Agreement (other than the rights and interest of the NSP);(f) the rights and interests in the contracts to engineer, procure or construct any of the Generation Resources and/or Site Premises, other than the rights and interests of the person undertaking that engineering, procurement or construction; or(g) the rights and interests in the contracts to operate and/or maintain any of the Generation Resources and/or Site Premises, other than the rights and interests of the person undertaking that operation or maintenance.
Milestones	means the milestones set out in Schedule 3.
Minister	means the Minister responsible for administering the Act, or his or her delegate.
MW	means megawatt, the unit of electrical power.
MWh	means megawatt hour, the unit of electrical energy.
National Electricity Law	means the National Electricity Law set out in the schedule to the <i>National Electricity (South Australia) Act 1996</i> (SA) and applied as a law of the jurisdiction in which the Generating System is located.
National Electricity Market	means the market for wholesale trading in electricity operated by AEMO under the National Electricity Rules, or any replacement or successor market.
National Electricity Rules	means the national electricity rules established under the National Electricity Law, as amended from time to time, or any replacement or successor rules of conduct.
Network	means the network (as defined in the National Electricity Rules) to which the Proponent, in accordance with the Proposal, is to connect the Generating System.

Network Service Provider or NSP	means the Network Service Provider (as defined in the National Electricity Rules) that owns, operates or controls the Network and with whom the Proponent is to enter into a Connection Agreement.
Nominated Person	means the person, if any, appointed as Nominated Person under clause 12.7.
Notifiable Instrument	means the Notifiable Instrument pursuant to which the Proponent is granted a FiT entitlement under the Act.
Personal Information	means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
Premises	means any premises that the Proponent, or its personnel, employees, agents or contractors use (including places at which any material is stored) for the purpose of implementing the Proposal.
Proponent Confidential Information	<p>means information provided by the Proponent to the Territory:</p> <ul style="list-style-type: none">(a) that the Proponent notifies to the Territory is confidential; or(b) that the Territory knows, or ought reasonably know, is confidential; <p>but does not include information that:</p> <ul style="list-style-type: none">(a) is, or becomes, public knowledge other than by breach of this Deed;(b) has been independently developed or acquired by the Territory; or(c) has been notified by the Proponent to the Territory as not, or no longer being, confidential.
Proponent Material	means all material owned by the Proponent, or by another person prior to the Proponent entering into this Deed, and used by the Proponent for the purpose of implementing the Proposal, or complying with this Deed, including documents, information and data stored by any means.
Proponent's FiT entitlement	means the FiT entitlement granted to the Proponent under the Notifiable Instrument.

Proposal	means to the extent that it is set out in the Schedules to this Deed, the proposal submitted by the Proponent in the Auction and approved by the Minister to develop, construct, finance and operate the Generating System at the Site and to supply renewable energy to a specified network and in respect of which the Proponent has been granted a FiT entitlement.
Proposed Cure Plan	means a cure plan proposed by the Proponent in accordance with clause 4.2.
Specified Contractor	means any contractor named in Schedule 4.
Specified Personnel	means any person named in Schedule 4.
Site	means the site of the Generating System specified in Item 7 of Schedule 1.
Site Premises	means any Premises on the Site.
Term of FiT entitlement	means the term of the Proponent's FiT entitlement as specified in the Notifiable Instrument and set out in Item 2 of Schedule 1.
Territory	means: when used in a geographical sense, the Australian Capital Territory; and when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).

Territory Confidential Information	<p>means the kind of information that:</p> <ul style="list-style-type: none">(a) is, or relates to, documents, submissions, consultations, policies, strategies, practices and procedures of the Territory that are by their nature confidential;(b) is notified by the Territory to the Proponent as being confidential;(c) in accessing it, or receiving it from the Territory, the Proponent ought reasonably to know is confidential; or(d) is personal Information of a person provided by the Territory to the Proponent; <p>but does not include information that:</p> <ul style="list-style-type: none">(a) is, or becomes, public knowledge other than by breach of this Deed;(b) has been independently developed or acquired by the Proponent; or(c) has been notified by the Territory to the Proponent as not, or no longer being confidential.
Territory Law	<p>means any law, statute, order, regulation, notifiable instrument or by-law of the Territory.</p>
Territory Material	<p>means any material provided by the Territory to the Proponent for the purposes of this Deed including documents, equipment, information and data stored by any means.</p>

General

- 2.2 In this Deed, unless a contrary intention is expressed:
- (a) references to 'Proponent' include any employees, volunteers, Directors, agents or subcontractors of the Proponent;
 - (b) references to legislation, or to provisions in legislation, include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation; and
 - (c) "assets" includes present and future properties, revenues and rights of every description.

3 Conditions of entitlement

Compliance with this Deed is a condition of the Proponent's FiT entitlement

- 3.1 In accordance with the Act, the Proponent's FiT entitlement and right to receive FiT support payments is conditional upon the Proponent ensuring compliance with the terms and conditions of this Deed.

- 3.2 A failure to comply with an obligation under this Deed is not, of itself, a breach of this Deed and is not, of itself, a failure by the Proponent to comply with a condition of its FiT entitlement. However, a failure by the Proponent to meet the requirements of a breach notice subsequently issued by the Territory in accordance with clause 4.1, and the requirements that follow from the issue of a breach notice set out in this section 4 in relation to a failure to meet an obligation under this Deed, is a breach of this Deed and is a breach of a condition of the Proponent's FiT entitlement under the Act.

Compliance with this Deed is in addition to conditions of entitlement under the Act

- 3.3 The Proponent's obligation to ensure compliance with this Deed as a condition of its entitlement to FiT support payments is in addition, and does not limit the other conditions that apply, to the Proponent's FiT entitlement by virtue of section 12 of the Act.

No requirement for Proponent to be at fault

- 3.4 Subject to clause 12.12, a failure to comply with an obligation under this Deed, and a failure to meet the requirements of a breach notice issued under clause 4.1, will be a failure to comply with a condition of the Proponent's FiT entitlement regardless of whether the failure was the result of any act or omission or fault on the part of the Proponent.

Reports

- 3.5 The Proponent must provide to the Territory the reports in the manner and at the times stated in Schedule 7.

Communications

- 3.6 The Proponent must give the Directorate reasonable notice of any public announcements relating to the Proponent's compliance with Milestones or other obligations outlined in this Deed.

4 Breach of this Deed

- 4.1 If the Proponent fails to meet an obligation provided for under this Deed, and clause 12.13 does not apply in respect of such failure, then the Territory may issue a written notice to the Proponent (breach notice) that:
- (a) specifies the obligation that the Proponent has failed to meet; and
 - (b) requires the Proponent to provide a Proposed Cure Plan to the Territory within 30 Business Days of receipt by the Proponent of the breach notice, or any such longer period specified in the breach notice; and
 - (c) specifies a default period of time, that shall be no less than 90 Business Days.
- 4.2 The Territory and the Proponent will negotiate in good faith to agree the Cure Plan within 20 Business Days of receipt by the Territory of the Proposed Cure Plan, or any such longer period that is agreed in writing between the Parties.
- 4.3 Any Cure Plan agreed under clause 4.2 must set out, at a minimum and without limitation:
- (a) details of how the Proponent (or the Nominated Person with the written consent of the Proponent) will rectify the failure, or take such action to address the failure, as specified in the breach notice; and

- (b) a reasonable timeframe, being no less than 30 Business Days, within which the Proponent (or the Nominated Person with the written consent of the Proponent) will address, or remedy, the relevant failure and provide a written report to the Territory setting out the steps so taken to remedy the failure.
- 4.4 If the Proponent or the Nominated Person has cured or addressed the relevant failure specified in the breach notice within the default period of time provided under clause 4.1(c), or within the timeframe specified in a Cure Plan agreed under clause 4.2, then the Territory must promptly give written notice to the Proponent (and the Nominated Person) accordingly, and the Proponent will be taken to have cured the relevant failure under this Deed.
- 4.5 A failure by the Proponent to cure or address the relevant failure in accordance with a Cure Plan agreed under clause 4.2, or if no Cure Plan is agreed within the timeframe specified in clause 4.1(c) then a failure by the Proponent to cure the relevant failure within the default period of time specified in the breach notice, is a breach of this Deed and a breach of a condition of the Proponent's FiT entitlement under the Act.
- The Territory will give a copy of any breach notice issued to the Proponent, and any notice of cure under clause 4.4, to the Nominated Person, if any, at the address for the Nominated Person specified in Item 9 of Schedule 1, or as otherwise stipulated by written notice in accordance with clause 12.7, at the same time as issuing the notice to the Proponent.
- 4.6 For the avoidance of doubt, neither of the following events will, of itself, constitute a breach of this Deed:
- (a) an Insolvency Event in respect of the Proponent; or
 - (b) the enforcement by a Nominated Person or any third party of any rights under a security or other finance document that such a Nominated Person or third party has with respect to the Proponent.
- 4.7 The Territory acknowledges that, without limiting the liability of the Proponent under this Deed, neither the Nominated Person nor any third party appointed under the Nominated Person's security is or will be liable for any obligation or liability of the Proponent under this Deed or otherwise by reason only of the Nominated Person or third party attempting to remedy a breach of this Deed or exercising any of the rights, powers, or remedies under the Nominated Person's security.
- 4.8 The Territory consents to the Proponent giving security over any and all of its assets the subject of the Proposal, including its rights under this Deed.

5 Implementation of Proposal

- 5.1 The Proponent must implement the Proposal, and meet all Milestones by the dates specified in Schedule 3, in accordance with the provisions of this Deed to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Proponent will be acting.

Minimum and maximum generation rates

- 5.2 Within 12 months of the Completion Date, the Proponent must supply to the Network the minimum annual quantity of eligible electricity specified in Item 4 of Schedule 1, and during every subsequent 12 months of the term of entitlement thereafter.
- 5.3 The maximum quantity of eligible electricity, in a financial year, in relation to which the proponent is entitled to be paid a FiT support payment, is the amount specified in Item 5 of Schedule 1.

Scheduling of maintenance

- 5.4 Planned maintenance of the generating system that may impact the production of eligible electricity must be scheduled and performed by the Proponent so as to minimise production losses at times of forecast above average spot market prices.
- 5.5 For the purposes of 5.4, an above average spot market price is a future price that can reasonably be expected to be materially above the average spot market price over the previous 12 month period, taking into account forecasts which may include those published by the Australian Energy Market Operator, the Australian Securities Exchange (ASX) or any successor or equivalent bodies.

6 Specified Personnel & Specified Contractors

- 6.1 The Proponent acknowledges that the grant of its FiT entitlement is made on the basis of representations made by the Proponent in its Proposal that certain personnel and contractors will be engaged to perform certain work relating to implementing the Proposal.
- 6.2 In accordance with the Proponent's Proposal, the Proponent must ensure that the Specified Personnel and Specified Contractors, if any, listed in Schedule 4 undertake work on implementing the Proposal to the extent set out in Schedule 4.
- 6.3 Where Specified Personnel or Specified Contractors are unable to undertake such work, the Proponent must immediately notify the Territory. In such circumstances the Proponent must, if requested by the Territory, provide details of replacement personnel and/or contractors acceptable to the Territory, and appoint the acceptable replacement personnel and/or contractors at the earliest reasonable opportunity.
- 6.4 To be acceptable to the Territory, such personnel and contractors must be suitably qualified and must have, as a minimum, equivalent skills, training, experience and expertise as the Specified Personnel or Specified Contractors that were originally chosen for the role.
- 6.5 Unless as it occurs as a direct result of the circumstances described in clause 4.6(b), a Change in Control of the Proponent prior to successful completion by the Proponent of the final Milestone, without the Territory's prior written consent, will constitute a breach of this Deed.
- 6.6 The Territory may, in its absolute and unfettered discretion, grant consent to a Change in Control of the Proponent prior to successful completion by the Proponent of the final Milestone, and in the event that the Territory grants such consent, the Territory may impose such conditions as the Territory deems fit.
- 6.7 Unless it occurs as a direct result of the circumstances described in clause 4.6(b), a Change in Control of the Proponent after completion by the Proponent of the final Milestone, without the prior written consent of the Territory, will constitute a breach of this Deed. The Territory may not unreasonably withhold its consent to a Change in Control of the Proponent after completion by the Proponent of the final Milestone.
- 6.8 The Territory's policy at the Date of this Deed is that it will grant consent to a Change in Control as required to implement community ownership (via a sale of a special class of shares to ACT residents), but otherwise will not grant its consent to a Change in Control of the Proponent prior to the successful completion by the Proponent of the final Milestone.

7 Electricity laws

- 7.1 In this clause a reference to Generating System includes a reference to a part of the Generating System, and the physical assets comprising its connection point to the Network.

- 7.2 The Proponent must for the duration of the term of its FiT entitlement:
- (a) ensure that any owner, operator, or controller of the Generating System (including itself where applicable) maintains any registration and accreditation required under the National Electricity Law or National Electricity Rules;
 - (b) not do anything, or permit anything to be done on its behalf, that requires the approval of AEMO or the NSP, without having that approval;
 - (c) not do anything, or permit anything to be done on its behalf, in relation to the Generating System, for which accreditation, licence, qualifications, approval or authority is required by law, without having, or ensuring that the relevant person has, such accreditation, licence, qualifications, approval or authority;
 - (d) comply with, and ensure that, any person owning, operating, controlling, or undertaking works in respect of the Generating System, complies with all directions of AEMO and the NSP which AEMO and the NSP are authorised under the National Electricity Law to issue;
 - (e) comply with, and ensure that, any person owning, operating, controlling, or undertaking works in respect of the Generating System complies with all lawful directions of the NSP and AEMO in respect of matters that may impact on the safe, secure and reliable operation of the Network or other assets connected to the Network (including other networks where applicable); and
 - (f) comply with any FiT support payment guidelines issued by the Minister under Part 4 of the Act.

8 Implementation of Plans

Safety, Health and Environment Plan

- 8.1 The Proponent must prepare a safety, health and environment (SH&E) plan that outlines in detail how it will comply, and ensure that the construction and operation of the Generating System will comply with every law, and every licence or other approval, made under any law that applies to the Proponent and/or the Facility with respect to their operations, including plans detailing compliance with any law, licence or other approval enacted, imposed or given after the date of the Deed of Entitlement or the Proponent's FiT entitlement comes into effect.
- 8.2 To the extent that laws, licences and approvals are not in effect on the date of the Deed of Entitlement with respect to safety, health and environmental regulation applicable to the Facility, the Proponent must prepare an SH&E Plan, that addresses the minimum SH&E requirements set out in this clause 8.
- 8.3 For the purposes of preparing any SH&E Plan, in the event of an inconsistency between a requirement under, or the Proponent's obligation to comply with:
- (a) a law, licence or approval; and
 - (b) the matters set out in this clause 8;

a requirement under, and an obligation to comply with, a law, licence or approval, will take precedence to the extent of any inconsistency. If the requirements set out in clause 8.2 can reasonably be complied with concurrently with requirements under an applicable law, licence or approval, the Proponent will address the matters set out in 8.2 to the fullest reasonable extent in an SH&E Plan.

- 8.4 The Proponent must submit a draft SH&E Plan by the Milestone date set out in Schedule 3 – Milestones for review by the Minister.
- 8.5 If the Minister requests that the draft SH&E Plan be revised for the purposes of ensuring the Proponent's compliance with SH&E laws in the Territory (or any other jurisdiction), then the Proponent must revise the Plan in accordance with the request and submit a revised Plan to the Minister within 3 weeks from the date of receipt of the request, or such longer period as nominated in the request.
- 8.6 The Proponent must adhere to the SH&E Plan as reviewed by the Minister.
- 8.7 Any review by the Minister of an SH&E Plan shall not be construed as the Minister providing any representation that compliance with the Plan will result in avoidance of all health, safety and environmental risks, or that compliance with the Plan will result in compliance by the Proponent with all relevant laws and regulations. It remains the sole responsibility of the Proponent to ensure that it complies with all laws and regulations and that it take its own steps to guard against all health, safety and environmental risks.

Scope and Content of SH&E Plan Requirements

- 8.8 A Proponent will prepare an SH&E Plan that clearly identifies in detail:
- (a) that the generating system will be constructed in accordance with all relevant codes and standards for solar generation;
 - (b) that the generating system will be commissioned by a qualified electricity generation organisation and certified fit for that purpose;
 - (c) that the generating system will be operated in accordance with the SH&E Plan and procedures that:
 - detail the scope of SH&E impacts;
 - the parties responsible for SH&E; and
 - the procedures for verifying SH&E performance;
 - (d) safeguards, systems, procedures, risks, risk identification, risk minimisation and management, and all other matters to prevent and to remedy adverse SH&E impacts, on:
 - employees, visitors and neighbours within the vicinity (including aircraft) of the Facility;
 - systems that the Facility affects and in particular the electricity distribution system; and
 - the environment of the ACT as defined under the *Environment Protection Act 1997* (ACT) or the environment of the relevant host jurisdiction as defined under its local environment protection laws;
 - (e) all hazards, including potential hazards, introduced by the generating system, including all hazardous substances present in, and emissions created by, the generating system and controlled during the operation and disposal of the generating system;
 - (f) how to assess the potential for harm or impact associated with all hazards, hazardous substances and emissions of the generating system;

- (g) the party that is responsible for mitigating the harm or impacts;
- (h) the mitigation activity to be performed by the Proponent;
- (i) the method of verifying and validating the mitigation activities;
- (j) how the generating system complies with the requirements of the *ACT Work Safety Act 2008*, or similar requirements of any other participating jurisdiction that may apply to the generating system;
- (k) the SH&E reports that will be provided to the Minister (see Schedule), or the Minister's delegate as required by the Deed; and
- (l) the methods and controls planned for final disposal of the generation equipment.

Community Engagement Plan

- 8.9 The Proponent must meet the commitments and undertake the activities in Schedule 5 in the manner specified in Schedule 5, and within any timeframes specified in Schedule 5.

ACT Investment Plan

- 8.10 The Proponent must meet the commitments and undertake the activities in Schedule 6 in the manner specified in Schedule 6, and within any timeframes specified in Schedule 6.

9 Access to documents, premises and the Site

- 9.1 For the purpose of determining whether a Proponent is complying with, or has complied with, the Act, or for the purpose of determining whether there has been a failure to comply with, or a breach of a term or condition of this Deed, or other condition of the Proponent's FIT entitlement (monitoring purpose), an authorised employee, or authorised agent of the Territory may, upon giving 48 hours notice, enter and inspect the Site or Premises, including (to the extent relevant to the implementation of the Proposal) any building or facility on the Site or Premises.
- 9.2 The Territory may by written notice (production notice) given to the Proponent, request that the Proponent provide to the Territory, within the time stated in the notice, copies of any documents or information, or data stored by any means, that the Proponent or an interested person has access to and that are relevant to the implementation of the Proposal, and that the Territory, on reasonable grounds, considers relevant to a monitoring purpose. The Territory must not state a time for delivery of documents unless the Territory believes, on reasonable grounds, that the time stated is reasonable.
- 9.3 The Proponent must ensure that it and any interested person gives to the Territory copies of any documents, information or data that the Territory requests under clause 9.2 above, within the time stated in the production notice, pursuant to obligations entered into prior to 11 December 2018 (date of this Deed of Entitlement).
- 9.4 For the purposes of this clause 9, interested person means :
- (a) any employee or officer of the Proponent; and
 - (b) any other contractor, consultant, adviser or agent of the Proponent, or other person engaged by or on behalf of the Proponent in relation to implementing the Proposal.
- 9.5 The Proponent agrees to fully cooperate with, and do all things reasonably necessary, to facilitate an inspection of the Site and Premises by an authorised person under this clause for a monitoring purpose, and agrees to ensure that any interested person does the same.
- 9.6 The Proponent must ensure that:
- (a) access to the Site and Premises;
 - (b) cooperation of any interested person to facilitate access to the Site and Premises; and
 - (c) cooperation of any interested person to ensure compliance with any production notice;

is provided to the Territory in accordance with this clause 9 regardless of whether the Proponent owns, has possession of, or controls access to the Site, Premises, data or documentation, however, if the Site or Premises are not controlled or owned by a Group Member or a related party thereof, the Territory's access and inspection rights will be subject to the Territory complying with any reasonable site rules or limitations imposed on those rights of access and inspection by the relevant party that owns, or controls, the Premises and are required for occupation, health and safety reasons.

10 Proponent to retain renewable energy certificates

- 10.1 This deed will not impact the ownership of the Large-scale Generation Certificates (LGCs) created by the Proponent under the *Renewable Energy (Electricity) Act 2000* (Cth). The Proponent is under no obligation to transfer the LGCs to the Territory.
- 10.2 The Proponent must ensure that its generating system is approved as a GreenPower Generator under National GreenPower Accreditation Program Rules.
- 10.3 The Proponent must, at no cost to the Territory, execute and provide to the Territory any instruments, documents or information that the Territory reasonably requires to confirm registration by the Proponent as an accredited Greenpower generator.

11 Insurance and indemnity

- 11.1 The Proponent must affect and maintain for the term of its FiT entitlement all insurance coverage required to be affected by it by law, and public liability insurance in an amount not less than the amount specified in Item 8 of Schedule 1, with a reputable insurer approved by the Territory.
- 11.2 The Proponent must produce evidence that it has in place the insurance required under clause 11.1 above within 14 days of a request being made by the Territory.
- 11.3 The Proponent indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Proponent in connection with the preparation, submission and implementation of the Proposal, including the operation of the Generating System and each Generating Unit, or any other activity undertaken by the Proponent under this Deed except to the extent that the Territory caused the relevant loss, damage or injury.
- 11.4 The indemnity in clause 11.3 above:
 - a) applies regardless of any statutory, Territory or Ministerial approval, licence or entitlement given to the Proponent or in respect of its Proposal; and
 - b) applies in respect of acts and omissions of any person acting on behalf of the Proponent, or as a contractor or sub-contractor to the Proponent, as though such acts or omission were done by the Proponent.
- 11.5 The Proponent must, at its own expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in clause 11.3 above.

12 Transfer, Surrender & Cancellation of FiT entitlement

Application of Act

- 12.1 The Proponent must not surrender or transfer the FiT entitlement otherwise than in accordance with the Act.
- 12.2 The Proponent's FiT entitlement and entitlement to receive FiT support payments may, in accordance with section 13 of the Act be cancelled if the Minister believes, on reasonable grounds, that a condition of the FiT entitlement has not been met (including a failure to comply with the requirements of a breach notice issued pursuant to this Deed).

- 12.3 Section 13 of the Act provides that the Minister may not cancel a FiT entitlement without giving notice and an opportunity to the Proponent to provide reasons why the Proponent's FiT entitlement should not be cancelled.

Intended cancellation notice and Nominated Person

- 12.4 In the event that the Minister issues to the Proponent an intended cancellation notice pursuant to subsection 13(2) of the Act, the Territory will as soon as reasonably practicable after the intended cancellation notice is issued, give a copy of the notice to the Nominated Person, if any, by sending it to the address specified in Item 9 of Schedule 1, or if the Nominated Person has been changed in accordance with clause 12.8, to the new Nominated Person.
- 12.5 The Territory will, upon application being made by the Proponent, or by the Nominated Person with the Proponent's written consent, provide whatever reasonable assistance it can to the Proponent, or the Nominated Person, as the case may be, in its preparation and submission to the Minister of an application under section 15 of the Act to transfer the FiT entitlement to another person.
- 12.6 Subject to clauses 12.7 and 12.8, the person specified in Item 9 of Schedule 1, if any, is appointed as the Nominated Person for the purposes of this clause 12.
- 12.7 The Nominated Person may be changed by written notice to the Territory in accordance with clause 12.8.
- 12.8 A person must provide to the Territory a written consent in the form set out in Schedule 8, in order to be appointed as the Nominated Person for the purposes of this clause 12 and, where such person is a new Nominated Person for the purposes of clause 12.7, such notice must include the consent of the Nominated Person to be replaced.

Governing law and compliance with the law

- 12.9 This Deed is to be governed by, and construed in accordance with, the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.
- 12.10 The Proponent must comply with the laws from time to time in force in the Territory in implementing the Proposal and operating the Generating System and in relation to all incidental activities.

Notices

- 12.11 Any notice, including any other communication, required to be given or sent to either party under this Deed, must be in writing and given to the relevant Contact Officer. A notice under this Deed will be deemed to have been given:
- (a) if delivered by hand, on delivery;
 - (b) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
 - (c) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
 - (d) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.
- 12.12 Nothing in this section 12 limits, or in any way alters, the effect of any provisions of the Act relating to the giving of notice for any purpose.

Force Majeure and Change of Law

- 12.13 Any failure by the Proponent to comply with an obligation under this Deed, including without limitation to achieve a Milestone or to supply the minimum quantity of eligible electricity specified in Schedule 1 within the time specified in this Deed, will not amount to a failure to meet an obligation under this Deed (including the schedules) to the extent that such failure is caused directly by:
- (a) a force majeure event that is entirely outside of the control of the Proponent and that it would be unreasonable to expect the Proponent to have anticipated and factored into its planning when establishing and agreeing to the timelines provided for by this Deed; or
 - (b) a Change in Law made after the date of execution of this Deed.
- 12.14 For the avoidance of doubt, the Proponent's entitlement to relief under clause 12.13(a) above will include force majeure events that affect the performance of an equivalent obligation of a subcontractor to the Proponent under a subcontract or performance by a party that is the subject of an obligation under Schedule 6, provided such force majeure event is entirely outside of the control of the Proponent or that subcontractor or party that is the subject of an obligation under Schedule 6 and that it would be unreasonable to expect the Proponent or that subcontractor or party that is the subject of an obligation under Schedule 6 to have anticipated and factored into its planning when establishing and agreeing to the timelines provided for by this Deed.
- 12.15 A force majeure event for the purposes of clause 12.13(a) is an event entirely outside the control of the Proponent, including, but not limited to:
- (a) fire, storm, flood or other natural disaster;
 - (b) war, whether declared or not;
 - (c) riot, industrial disturbance or other civil unrest;
 - (d) acts of vandalism, sabotage, or terrorism;
 - (e) failure of the network or the connecting network service provider to meet their obligations to connect the generator under National Electricity Law; or
 - (f) acts or omissions by the Clean Energy Regulator in relation to the creation or transfer of large-scale generation certificates.

13 Variation

- 13.1 Subject to clause 13.2 this Deed can only be varied by the written agreement of the Proponent the Territory, and the Nominated Person, if any.
- 13.2 In accordance with the Act, this Deed cannot be varied without the approval of the Minister.

14 Term and Termination of Deed

- 14.1 Except for those clauses which survive termination or expiration of this Deed, this Deed will terminate upon transfer, surrender or cancellation of the Proponent's FiT entitlement in accordance with the Act.

Survival of clauses

- 14.2 The obligations in sections 9, 10, 11, 16 and 17 survive the expiration or earlier termination of this Deed and the transfer, surrender and cancellation of the Proponent's FiT entitlement.

15 General Terms and Conditions

General responsibilities of parties

- 15.1 The Parties will act reasonably and in good faith with respect to matters that relate to this Deed.

No warranties or representations arise from evaluation of a Proposal

- 15.2 In making a favourable assessment of a Proposal, neither the Territory nor the Minister make any warranty or representation about the prospects of successful implementation of a Proposal.

Costs

- 15.3 Except as provided for specifically by this Deed, all costs relating to implementing the Proposal and complying with this Deed, and any other conditions that apply to the Proponent's entitlement to FiT support payments under the Act, will be borne by the Proponent.
- 15.4 Except as provided for specifically by this Deed, and as otherwise required by law, the Territory is not liable for making any payment to the Proponent for any reason, whether by way of compensation, re-imbusement or otherwise.

No employment, partnership or agency relationship

- 15.5 Nothing in this Deed constitutes one party, or its employees, agents or contractors as employees, partners or agents of the other party, or creates any employment, partnership or agency for any purpose.
- 15.6 The Proponent must not represent itself, and must ensure its employees, agents and contractors do not represent themselves, as being employees, partners or agents of the Territory.

Severability

- 15.7 Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

No waiver

- 15.8 Failure or omission by the Territory or the Minister at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect, or impair, that provision in any way, or the rights and remedies that the Territory may have in respect of that provision, or that the Minister may have under the Act.

Precedence of instruments

- 15.9 The provisions of the Act take precedence over the terms and conditions of this Deed to the extent of any inconsistency between them.

15.10 The notifiable instrument pursuant to which the Proponent is granted a FiT entitlement takes precedence over the terms and conditions of this Deed to the extent of any inconsistency between them.

15.11 The provisions of this Deed take precedence over the content of the Proposal to the extent of any inconsistency between them.

Providing false or misleading information

15.12 The Proponent acknowledges that the Minister has granted to the Proponent a FiT entitlement relying on the statements and representations made in the Proponent's Proposal.

15.13 The Proponent warrants that the statements and representations made in its Proposal are true and correct to the best of its belief and knowledge after making reasonable inquiries.

15.14 Without limiting the Territory's rights under the general law including any statute, the Proponent must not give information to the NSP that is false or misleading.

15.15 Without limiting the Territory's rights under the general law including any statute, the Proponent must not give information to the Territory that is false or misleading.

15.16 The Proponent acknowledges that providing false or misleading information may be an offence under the *Crimes Act 1900 (ACT)*.

Act to take precedence

15.17 This Deed is not intended to limit or vary the operation of the Act. Nothing in this Deed is to be taken to limit or fetter any right, power, obligation or function of the Territory or the Minister under the Act.

16 Payment on repeal or amendment of the Act

Definitions

16.1 In this clause 16:

Independent Expert	means a firm of chartered accountants selected by the Parties in accordance with clauses 16.16 to 16.19 that meets the following criteria: <ul style="list-style-type: none">(a) the firm is independent of each Party;(b) neither party has previously engaged the firm to provide services in relation to the SolarShare Community Solar Scheme;(c) the firm has experience in valuing renewable energy assets; and the firm (and individuals to be utilised by the firm) are not arbitrators.
Market Value	means the market value of the assets of the Proposal (including, but not limited to, its interest in the land at the Site and the Generating System including associated plant and equipment and any connection assets) as determined in accordance with section 15.
Net Compensation Amount	means all losses, costs and expenses as calculated in accordance with clause 16.3 less any offset amounts calculated in accordance with clause 16.6, as agreed by the Parties or determined by the Independent Expert in accordance with section 15.

- 16.2 The Proponent will be entitled to be paid an amount in accordance with this clause 16 in the event that, within the period between the date of grant of the FiT entitlement and 29 November 2039:
- (a) the Act is repealed or amended;
 - (b) the Minister imposes a condition on, or amends, the FiT entitlement after the date of the grant of the FiT entitlement and after the date of execution of this Deed (except where the condition or amendment is made in relation to a breach by the Proponent of a condition of the Proponent's FiT entitlement); or
 - (c) any other Territory Law is enacted, amended or repealed;

and such amendment, repeal, enactment or condition terminates the Proponent's right to receive, reduces the amount of, or otherwise directly adversely affects the value of, the FiT support payments that the Proponent is entitled to receive at the date of the grant of the FiT entitlement, or such amendment, repeal, enactment or condition would make it illegal, impossible or impracticable for the Proponent to implement the Proposal as contemplated by the Parties at the date of grant of the FiT entitlement (**the amendment or repeal**).

- 16.3 Subject to, and in accordance with, sub-clauses 16.4 to 16.21 of this section, the Proponent will be paid an amount by the Territory so as to cover the Proponent's actual, contingent or prospective liability for losses, costs and expenses incurred by the Proponent in its reliance on the grant of the FiT entitlement up to the date the Proponent has actual knowledge that the

amendment or repeal was likely to occur (including those losses, costs and expenses incurred that require the Proponent to make a payment at a future time), including without limitation payment for:

- (a) any net loss, costs and expenses that are due to binding legal commitments having been entered into by the Proponent in reliance on the grant of FiT entitlement prior to the date of the amendment or repeal and without the Proponent having actual knowledge that the amendment or repeal was to occur, including, without limitation, all amounts paid or payable by the Proponent under any financing document in respect of the Proposal; and
- (b) any net loss, costs and expenses incurred by the Proponent in implementing the Proposal pursuant to this Deed, including, without limitation, any loss, costs and expenses incurred in the course of, or as a result of, the development, construction, financing and operation of the Generating System.

16.4 The Proponent will not be paid an amount in respect of, or compensated for, any losses, costs or expenses that are not incurred directly as a result of the amendment or repeal and will not be paid any amount in respect of, or compensated for any indirect, consequential, special, anticipatory or expectation losses, nor for any loss of opportunity, loss of future profit, future earnings or other benefit, whether that be loss of future FiT Support Payments or other future profit, income or benefit from any source.

16.5 The Proponent will not be paid any amount in respect of, or compensated for loss, expense, cost, damage or liability of any kind:

- (a) that the Proponent, acting reasonably, could have taken, or could, at the date of making a claim for compensation under this clause, take steps to mitigate;
- (b) arising from legal commitments or obligations (whether in law, equity or under statute) binding the Proponent pursuant to which the Proponent is required to pay another person any indirect, consequential, special, or expectation losses, or any loss of profits, earnings, opportunity or other future benefit;
- (c) in the nature of monies owing to its shareholders, owners, investors, partners, financiers, banks or any other associate or person which represents a loss of future earnings or future profit including without limitation any future dividends or interest, or loss of opportunity to those persons;
- (d) arising from decisions made in relation to its, or its associated entities', taxation affairs in reliance on the grant of the FiT entitlement; and
- (e) incurred by the Proponent in the preparation of its proposal in the Auction or incurred as legal or professional expenses in negotiating or settling this deed or settling any dispute under this deed, including in relation to this clause.

16.6 Any amount payable by the Territory under this section 16 will be offset by:

- (a) any amount that becomes payable to the Proponent under statute as a direct result of the amendment or repeal, including any amount payable under statute to the Proponent as compensation for the amendment or repeal, or to replace or offset the costs, losses or expenses of the Proponent as a result of the amendment or repeal;
- (b) the proceeds paid or payable on the sale of any assets after the date of amendment or repeal that the Proponent acquired for the purpose of implementing its Proposal, pursuant

to this Deed, provided that such sale was on an arm's length basis, or otherwise an amount that reflects the Market Value of those assets; and

- (c) the Market Value of the assets owned by the Proponent that it acquired for the purpose of implementing its Proposal pursuant to this Deed (including, but not limited to, its interest in the land at the Site, the Generating System including associated plant and equipment and any connection assets), but excluding any amount calculated under sub-clause (6)(b).
- 16.7 In making a claim for payment under this clause, the Proponent will provide to the Territory its detailed written estimation (including reasonable evidence) of the Net Compensation Amount as calculated in accordance with this clause within 90 days of the occurrence of an event described in clause 16.2, and the Parties will negotiate in good faith to agree on the Net Compensation Amount to be paid under this clause. The Territory (acting reasonably) will be under no obligation to agree to any Net Compensation Amount under this clause that has not been substantiated in detail by the Proponent and supported by reasonable evidence. The Proponent will maintain and will provide the Territory with access to any records that the Territory reasonably requires to enable its own assessment of the Net Compensation Amount.
- 16.8 The Territory will pay any Net Compensation Amount agreed by the Parties under clause 16.7, or as determined by the Independent Expert under clauses 16.16 to 16.22, to the Proponent within 30 Business Days of such agreement or determination. The Parties agree (and agree to instruct the Independent Expert) that the Net Compensation Amount will be adjusted to include all losses, costs and expenses under clause 16.3 incurred by the Proponent, and any offset amounts under clause 16.6, up to the date the Net Compensation Amount is agreed or determined.
- 16.9 The Net Compensation Amount cannot be less than 0. In the event that the Net Compensation Amount is agreed or determined to be negative, the Net Compensation Amount will instead be taken to be \$0.
- 16.10 In no event, whether during the Term of the FiT entitlement or following its expiration, and whether during or after the Term of this Deed, or following earlier termination of this Deed, shall the Territory's liability for a claim made under this clause exceed the cap amount that applies at the date of the amendment or repeal specified in the following table:



- 16.11 If the Proponent makes two or more claims under this clause because of the occurrence of two or more separate instances of an amendment or repeal, the Territory will take into account, in determining whether (or the extent to which) a cap amount has been reached in relation to the latest amendment or repeal, every earlier payment made by the Territory under this clause. In such event, the maximum liability of the Territory in relation to the latest amendment or repeal will be the cap amount specified in the table that applies to the latest amendment or repeal, less the sum of all earlier payments made to the Proponent under this clause,
- 16.12 Payment by the Territory of the full amount agreed to by the Proponent under this clause will constitute full and final settlement of any liability that the Territory has to the Proponent under this clause and the Proponent agrees not to make any further claim against the Territory for any further compensation for any losses, cost, damage or expense, arising directly or indirectly from the amendment or repeal.
- 16.13 The Proponent agrees that, during the period between the date that the Proponent has actual or constructive knowledge that the amendment or repeal is likely to occur, and the date the Net Compensation Amount is determined under this clause , it will not voluntarily undertake any transaction that has the effect of materially diminishing the Market Value of the net assets of the Proponent, including without limitation, by any dividend payment, share buyback, capital reduction, transfer of assets other than on arm's length basis or redemption of any redeemable preference shares, provided that nothing in this clause prevents the Proponent from entering into and forming transactions in the ordinary course of business.
- 16.14 If the Proponent takes any action contrary to clause 16.11 then the Parties agree that the effect that such action had on diminishing the Market Value of the net assets of the Proponent is to

be disregarded for the purposes of determining the offset amounts under clauses 16.6(b) and (c).

- 16.15 The Parties agree that if the Proponent is paid any amount under this clause the Proponent may elect, at its sole discretion, to terminate this Deed. In this event, the Minister will repeal the Grant of Entitlement associated with the relevant generating system.

Appointment of Independent Expert and Determination of Net Compensation Amount

- 16.16 If the Parties, despite having negotiated in good faith, cannot agree within 20 Business Days of the written estimation provided by the Proponent to the Territory under clause 16.7, then the Parties must appoint the Independent Expert to determine the Net Compensation Amount to be paid by the Territory.
- 16.17 If the Parties have not agreed on the Independent Expert within 40 Business Days of the written estimation provided by the Proponent to the Territory under clause 16.7, then the Parties agree that the Independent Expert shall be selected (based on the same criteria for selecting the Independent Expert) by the President for the time being of the Institute of Chartered Accountants in Australia, Australian Capital Territory Branch.
- 16.18 The Parties must instruct the Independent Expert to have regard to all normal valuation factors that the Independent Expert thinks are relevant, including the assumptions that there is a willing, but not anxious, buyer and a willing, but not anxious, seller of the assets and that there is reasonable time in which to sell the assets being valued in the open market (for that purpose 120 Business Days is deemed to be a reasonable time).
- 16.19 The Parties agree that the Independent Expert's terms of appointment will include the following requirements:
- (a) the Independent Expert must have regard to any principles set out in this Deed, and all relevant material, in relation to the determination of the Net Compensation Amount;
 - (b) the Independent Expert must consult with the Parties concerning the proposed Net Compensation Amount, the methodology of its determination, and the relevant materials they have considered;
 - (c) the Independent Expert must keep confidential all information provided by, or on behalf of the Parties, to the Independent Expert;
 - (d) the Independent Expert may make inquiries in relation to any matter he or she considers appropriate, and take the advice of any other person the Independent Expert wishes (including with any suitably qualified legal advisor who is independent of each Party);
 - (e) the Independent Expert must make a draft report available to the Parties (that must include reasons for its determination) within 20 Business Days after its appointment;
 - (f) the Independent Expert must meet with representatives of the Parties to discuss any queries it might have in relation to the draft report; and
 - (g) the Independent Expert must use reasonable endeavours to notify the Parties of its determination within 10 Business Days after the date on which it makes its draft report available.

- 16.20 The Parties agree that the Independent Expert acts as an expert and not as an arbitrator and that the dispute will not be an arbitration for the purpose of the *Commercial Arbitration Act 1986 (ACT)*.
- 16.21 The Parties will provide the Independent Expert with access to any documents, records or information in its possession or control that the Independent Expert reasonably requires to enable its determination of the Net Compensation Amount, and copies of any such documents, records or information provided to the Independent Expert will be provided to the other Party.
- 16.22 The Independent Expert's determination is, subject to any manifest error, error of law or a failure by the Independent Expert to follow the requirements under clause 16.19, final and binding on the Parties. All costs of the Independent Expert in providing its determination will be borne by the Territory.

17 Ownership of material

- 17.1 Subject to the rights of any third party, ownership of:
- (a) all Deed Material, including any intellectual property rights in that material, vests on its creation in the Proponent;
 - (b) all Proponent Material, including any intellectual property rights in that material, remains with the Proponent; and
 - (c) all Territory Material, including any intellectual property rights in that material, remains with the Territory.

Licence of material

- 17.2 This clause 17 does not limit, or affect in any way, a party's obligation to comply with its obligations under clauses 17.7 and 17.14 below (Non-disclosure of Confidential Information).
- 17.3 The Territory grants to the Proponent a royalty-free, non-exclusive licence to use the Territory Material for the Term.
- 17.4 For the purpose of clause 17.3 above "use" means to supply, reproduce, publish, perform, communicate on-line, adapt and broadcast for such purposes as are reasonably necessary for the Proponent to implement the Proposal and to ensure compliance with this Deed, and such other uses agreed by the Territory.
- 17.5 The Proponent grants to the Territory, its contractors and agents, a royalty-free, perpetual, non-exclusive licence to use the Proponent Material and Deed Material.
- 17.6 For the purpose of clause 17.5 above "use" means to supply, reproduce, publish, perform, communicate on-line, adapt and broadcast for the following purposes:
- (a) the Territory's own internal briefing and reporting requirements;
 - (b) Ministerial and Cabinet briefing;
 - (c) undertaking, and publishing the results of, and reviews of, the FiT capacity release made under the Act;
 - (d) policy development;
 - (e) assessing and ensuring the Proponent's compliance with this Deed; and

- (f) administration of the Act and this Deed generally.

Third party rights

17.7 The Proponent must ensure:

- (a) the use of any Proponent Material or Deed Material by the Territory in accordance with the licence in clause 17.5, above, will not infringe the intellectual property rights of any third party; and
- (b) no fees, royalties, or other payments, are payable in respect of any third party rights as a result of the Territory's (or its contractors', or agents') use of any such material in accordance with the licence in clause 17.5 above.

Moral rights

17.8 The Proponent must, in relation to the authors of any work that comprises, or forms part of, any Deed Material or the Proponent Material provided by the Proponent to the Territory:

- (a) use its best endeavours to include in the material an attribution of those authors; and
- (b) procure from those authors their genuine written consent for the Territory to:
- perform any act in respect of the work in accordance with the licence given under clause 17.5 above;
 - in so doing not to attribute the author as the author of the work; and
 - materially alter the work in any way.

Safekeeping and preservation of material

17.9 The Proponent must ensure the safe-keeping and proper preservation of all Deed Material, Proponent Material and Territory Material in its possession or control for the Term of the FIT entitlement and deliver to the Territory all Territory Material on the expiration or termination of this Deed (other than copies of material that the Territory has authorised the Proponent to retain).

Non-disclosure of Confidential Information

17.10 The Proponent must:


- (a) use Territory Confidential Information held in connection with this Deed, or the Act, or in relation to implementing the Proposal, only for the purposes of fulfilling its obligations under this Deed and not to disclose any of the Territory's confidential information without the prior approval of the Territory;
- (b) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cth) as if they were provisions of this Deed and the Proponent was a collector and record-keeper of the personal information as defined in the Act; and
- (c) notify the Territory, immediately, if the Proponent becomes aware that a disclosure of Territory Confidential Information is required by law, or an unauthorised disclosure of Territory Confidential Information has occurred.

- 17.11 Except as provided in this Deed, the Proponent must not disclose Territory Confidential Information to any person without the prior written consent of the Territory except to the extent that the Territory Confidential Information is:
- (a) required or authorised to be disclosed by law;
 - (b) disclosed to the Proponent's solicitors, auditors, insurers or professional advisers or financiers or bona fide potential financiers;
 - (c) generally available to the public; or
 - (d) in the possession of the Proponent without restriction in relation to disclosure before the date of receipt from the Territory.
- 17.12 The Proponent must take all reasonable measures to ensure that Territory Confidential Information accessed, or held by it in connection with this Deed, is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose including by imposing upon the Proponent's personnel obligations of confidentiality and ensuring that only its authorised personnel have access to Territory Confidential Information.
- 17.13 The Proponent acknowledges that the publication or communication of any fact or document by a person that has come to its knowledge, or into its possession or custody by virtue of the performance of this Deed (other than to a person to whom the Proponent is authorised to publish or disclose the fact or document), may be an offence under section 153 of the *Crimes Act 1900 (ACT)*, the maximum penalty for which is 2 years imprisonment.

Territory's use of Proponent Confidential Information

- 17.14 Except as provided in this Deed, the Territory must not disclose Proponent Confidential Information to any person without the prior written consent of the Proponent (whose consent will not be unreasonably withheld) except to the extent that the Proponent's Confidential Information:
- (a) is required, or is authorised to be, disclosed under law. For the avoidance of doubt, disclosure of information for the purposes of allowing the electricity distributor to comply with its obligations under the Act will be considered required or authorised by law;
 - (b) is reasonably necessary for the enforcement of the criminal law;
 - (c) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
 - (d) is generally available to the public;
 - (e) is in the possession of the Territory, without restriction, in relation to disclosure before the date of receipt from the Proponent;
 - (f) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
 - (g) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

Schedule 1- Deed Details

Item 1.	Contact Officers	<p>For the Territory: <i>Name:</i> Hugo Temby <i>Position:</i> Manager, Energy Projects <i>Address:</i> 16 Challis Street, DICKSON, ACT 2602 <i>Email:</i> hugo.temby@act.gov.au <i>Telephone:</i> 02 62059337</p> <p>For the Proponent: <i>Name:</i> Lawrence McIntosh <i>Position:</i> Principle Executive Officer <i>Address:</i> c/- Conservation Council ACT Region, Lena Karmel Lodge, 14/26 Barry Drive, Canberra ACT 2601</p> 
Item 2.	Term of FIT entitlement	20 years from the FIT Support Start Date
Item 3a.	Completion Date	As specified in Notifiable Instrument: 30 November 2019
Item 3b.	FIT Support Start Date	As specified in Notifiable Instrument: 30 November 2019
Item 4.	Minimum annual quantity of eligible electricity	328 MWh
Item 5.	Maximum annual quantity of eligible electricity	2,778 MWh
Item 6.	Amount of FIT	FIT \$195.60/MWh
Item 7.	Site	Rural block 707 Majura
Item 8.	Public Liability Insurance	Public liability insurance: \$20 million (in respect of each claim)

Item 9.	Nominated Person	Nicolas Fejer Chairperson [REDACTED]
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Schedule 2- Generating System

Location:	As per Schedule 1, item 7
Maximum power (AC) output that the generating system could produce as measured at the point of connection to the electricity network:	1.0MW
Generating System configuration:	The generating system will consist of up to 5,352 photovoltaic modules, connected via a transformer to a separately metered (separate for market settlement purposes) point of connection to the interconnected national electricity system.

Schedule 3– Milestones

Milestone	Date
Obtain required interest in land	27/02/2012
Submit application for development approval, including EIS	02/05/2013
Development approval obtained and all other environmental, planning and building approvals required by law to construct generating system obtained, including under the <i>Environment Protection and Biodiversity Conservation Act 1999 (Cth)</i> , if required	30/09/2015
Secure funds or agreement for implementation of proposal through appropriate agreements with equity investors and/or financial institutions and/or renewable energy developer ('financial/development close')	05/03/2019
Obtain registration as a generator, or exemptions as required under the National Electricity Rules	05/05/2019
Execute connection agreement with network service provider	06/04/2019
Submit draft Safety, Health and Environment plan for review by the Minister	22/06/2019
Commence construction of generating system	22/09/2019
Connect and supply eligible electricity to the electricity network (Completion Date)	30/11/2019

Schedule 4– Specified Personnel and Specified Contractors

Specified Personnel

Lawrence McINTOSH	<u>Principle Executive Officer</u> Based in Canberra
	<u>Project Advisor</u> Based in Canberra

Specified Contractors

Majura Community Energy Project Pty Ltd will enter into a full service EPC with Epho Pty Ltd (ABN 95 166 733 017).

Schedule 5– Community Engagement Plan

GOALS AND DESIRED OUTCOMES

GOAL

The goal of SolarShare's Community Engagement Plan is to facilitate meaningful input from Canberra community stakeholder groups into the SolarShare decision making process. This will be done throughout the lifecycle of the project to enable relationships based on mutual trust and respect. This plan establishes a framework to outline the ongoing activities to which SolarShare has committed in a) the lead up to the commencement of construction, b) construction, c) operation, d) decommission, and e) continued evaluation.

DESIRED OUTCOMES

The desired outcomes of the CEP are:

- 1 To direct input from relevant community stakeholders into key decisions surrounding the solar farm including location and impact on the surrounds;
- 2 To achieve local support for the relevant planning permit conditions;
- 3 To provide a clear route for Community stakeholders to provide feedback and endorsement or critique of proposed Phases in the project.
- 4 To ensure Community stakeholders have up-to-date and accessible information throughout the lifecycle of the project;
- 5 To fulfil relevant conditions of the ACT Government's Community Solar Scheme
- 6 To put in place measures to record and respond to community concerns, queries and complaints with the aim of working collaboratively to resolve any issues;
- 7 To hold SolarShare accountable to commitments made to the community throughout each phase of the project;
- 8 To ensure SolarShare activities have broad support and provide opportunities for stakeholders to have input into pre-construction activities and further phases of the project;
- 9 To uphold the positive reputation of SolarShare and the project; and
- 10 To contribute towards ongoing support for solar farms in general in the ACT.

KEY STAKEHOLDERS

SolarShare has identified the following key stakeholders:

- 1 Local residents and neighbouring owners
 - a. Majura residents group
- 2 Landowner
 - a. Private landowner (winery) with 99 year lease on land
- 3 Traditional owners
 - a. Ngunnawal people
- 4 Local institutions
 - a. AFP
 - b. Department of Defence
 - c. AFP driver skills training
- 5 Community groups with an interest in the Majura Valley
 - a. North Canberra community council
 - b. Friends of Mt Majura
 - c. Molonglo Catchment group
 - d. Friends of Grasslands (FOG)
 - e. Canberra ornithologists group (COG)
 - f. Conservation Council
 - g. Greening Australia
- 6 Other Community groups involved in SolarShare's site selection decision (due to other sites being shortlisted in that area)
 - a. Tuggeranong Community Council
 - b. Inner South Canberra Community Council
 - c. Royalla residents group
 - d. Belconnen community council
- 7 Other community groups that were approached regarding the best way to seek input should potential sites exist in their area
 - a. Weston Creek Community Council
- 8 ACT Government, in particular the:
 - a. Environment, Planning and Sustainable Development Directorate
 - b. National Capital Authority
- 9 General public
- 10 Media
- 11 Employment networks
 - a. Contractors
- 12 Education providers
 - a. SEE-Change
 - b. Australian National University
 - c. University of Canberra
 - d. Canberra Institute of Technology

FRAMEWORK FOR EVALUATION INCLUDING TIMEFRAMES

It is imperative that community engagement processes begin as early as possible, so that a diverse range of community views can be considered in the development of the project. In our case, community engagement has been an ongoing activity.

The framework for continuous monitoring and evaluation of our community engagement activities is adapted from the guidelines developed by the CEC (Community Engagement Guidelines for the Australian Wind Industry). A series of guiding questions are listed at each Phase of the project to promote continual assessment of our community engagement activities and to ensure project

delivery in an open, inclusive, responsive and accountable manner.

Activity	Evaluation	Timeline
Phase 0: Site Selection	<ol style="list-style-type: none"> 1 Have we introduced ourselves to the relevant landowners, community stakeholders and local government authorities as needed? 2 How are we communicating information to the above stakeholders? 3 Are we aware of the questions from the community during the approval period and are we providing answers as needed? 4 Do we have clear processes for communication? Are community members aware of these processes and how to use them? 	August 2014 to March 2015
Phase 1: Pre-construction Feasibility	<ol style="list-style-type: none"> 1 Are we disclosing balanced, timely, clear and complete information about the project process? 2 Is the process of decision-making open to community participation? 3 Do we have a good record and understanding of all the stakeholders' concerns and expectations? 4 Are there mechanisms in place to ensure that stakeholders can request and receive information? 5 Have we identified and communicated non-negotiable aspects of the project? 6 Have we responded to the issues raised by stakeholders? 7 Have we identified potential impacts of the solar farm and communicated these to relevant stakeholders? 8 Is community support for the project increasing? 9 Are expectations of stakeholders managed with honesty and openness? 	April 2015 to Financial close
Phase 1: Pre-construction Planning and Approvals	<ol style="list-style-type: none"> 1 Are there mechanisms in place to ensure that stakeholders are up to date with the planning and approvals process? Is information about these processes clear and accessible? 2 Are there opportunities for all stakeholders to raise questions and input their opinions in the project design? 3 Are planning decisions sufficiently open to discussion? 4 Have we established a system to register and address any issues that the community might have with the planning process? 5 Are we providing regular updates to the community on the status of the project approval? 6 Are we aware of the questions from the community during the approval period and providing answers as needed? 	April 2015 to Financial close

Activity	Evaluation	Timeline
Phase 2: Construction	<ol style="list-style-type: none"> 1 Is the information about project timeframes, location, etc. publicly available? 2 Is information about project risks and opportunities disclosed? 3 Are all relevant groups represented in our engagements? 4 What degree of participation do the community have in our decision making process? 5 Are we responding to any questions raised by community? 6 Are there mechanisms to track complaints and ensure remedy when needed? 7 Is there a mechanism to monitor, evaluate and report significant impacts as a result of the construction? 	Financial close to Project Completion
Phase 3: Operation	<ol style="list-style-type: none"> 1 Is there enough publicly available information for the community to assess our progress? 2 Are we proactive in demonstrating our performance to the community (i.e. site visits)? 3 Are we partnering with relevant local groups? 4 Is all feedback from the community related to our operations considered in our decisions and activities? 5 Do communities feel that their opinions are relevant to us and that we answer them? 6 Is there a reporting system in place to account for and regularly communicate activities? 	Project Completion to end of project life
Phase 4: Decommissioning	<ol style="list-style-type: none"> 1 Have we informed the community about the process of decommissioning and the potential impacts for the community in a clear and complete manner? 2 Is the community aware of the steps that we will take? 3 Are there open channels for the community to comment on the approach to decommissioning? 4 Are we addressing community concerns about the future? 5 Are we communicating our intentions to the community? 6 Are we sufficiently accountable for all the environmental, social and economic impacts that might result from decommissioning? 	Approx 2047

Points that have been taken into consideration when working with community organisations include:

- Engagement activities should be conducted in ways that respect the time constraints often experienced by volunteers in community organisations.
- Where possible, avoiding engagement over the Christmas/January holiday period and also being mindful of school holiday periods.
- Not all community organisations use email regularly; courtesy phone calls as follow-ups to emails may be required.

EVIDENCE OF COMMUNITY SUPPORT AND CURRENT COMMUNITY ENGAGEMENT

Support for the SolarShare is evident through letters of support received from stakeholders and current pledges from the local community in support of the solar farm.

There is currently \$2.8m pledged by over 500 ACT community members in support of the farm. Community support is from a range of individuals from students to retirees to local businesses pledging amounts ranging from \$350 to \$250,000.

SolarShare is aware that previously negative publicity has arisen around other large-scale solar farms in the ACT. This makes it even more important for us to effectively engage the local community to identify local values and inform the decisions and activities of the project.

Schedule 6 – ACT Investment Plan

The table, below, is a summary of the ACT investment commitments made by SolarShare Canberra under this deed:

Commitment	Section
Use of services of local firms on the project wherever possible	6 a)
Contribute \$1,500 per year to Landcare	6 a)
Collaboration with University of Canberra students to enable internships or research projects with SolarShare	6 b)
Collaboration with the CIT Renewable Energy Skills Centre of Excellence to enable student solar farm skill development	6 b)
Collaboration with the ANU's Fenner School of Environment and Society to enable the provision of data for research purposes	6 c)
Collaboration with the ANU's Energy Change Institute to enable research projects including through the provision of bursaries of \$500 per student (up to three students)	6 c)
Exploration of a collaboration with the ANU's Engineering Research School of the development of a sophisticated photovoltaic module verification and testing research facility in Canberra	6 c)

The scale of SolarShare's proposed 1MW solar farm is relatively modest from a commercial standpoint. Yet the economic development benefits SolarShare will bring to the Territory are more than commensurate with the size of the \$2.8 million project.

SolarShare's community-owned business will address all four priority areas in the Renewable Energy Local Investment Framework, and thereby contribute to the development of the ACT renewable energy industry, in the following ways:

a) **Delivering enduring benefits to local businesses through the inclusion of regional contractors and labour force.**

Local businesses, contractors and labour force will benefit through the award of work during the construction and ongoing maintenance of the SolarShare solar farm.

SolarShare will contract the services of Epho to construct the solar farm, and Epho will source much of the labour for construction and other work locally from the ACT. Epho expects to hire approximately eight subcontractors to execute the SolarShare project.

SolarShare will also contract Epho to provide Operation and Maintenance teams, with the employment of locally based staff on a part-time basis for at least two years (the duration of SolarShare's Operation and Maintenance contract with Epho).

Canberra based renewable energy consultancy IT Power has been selected to provide independent engineering review and certification for the delivery of the Majura Project by the EPC Contractor.

Additionally, SolarShare's policy is to use the services of local firms wherever possible. To date, we have already engaged local professional advisers Chamberlain's law firm, Pricewaterhouse Coopers (Canberra), local design firm "Papercut" and local printing companies.

SolarShare is also committed to supporting local farms and other businesses in the Majura Valley, the location of the community solar farm. The ACT Government has highlighted the Majura Valley as part of the Eastern Broadacre area that could attract future employment, industrial and related uses. SolarShare and the neighbouring Mount Majura Solar farm represent the kind of light industry envisaged by such strategic planning.

At the same time, SolarShare supports the Majura Valley Landcare Group's vision for the Majura Valley as one which retains the Canberra Bush Capital ambience, and which combines sustainable farming, local produce, the protection and further development of native woodlands and grasslands, and a focus on eco tourism, while working in harmony with light industry such as the solar project. The recent highly successful Majura Valley Bush Festival organised by local landholders, and which attracted over 8000 visitors at its inaugural festival, demonstrates the strong potential for realising this vision.

To seed this collaboration, SolarShare commits to establishing a Land Care Grant fund of \$1,500 annually, to continue to preserve the natural beauty of the Majura Valley and in particular the Majura Valley tourism trail (as identified by the Majura Valley Landcare group). Planting selection will be determined through a decision making process which includes the Molonglo Catchment Group and Majura Valley Landcare group.

b) Building Canberra's capacity as a national tertiary education and trades' skills hub

SolarShare and UC signed a Memorandum of Understanding in March 2015 on a collaboration with the UC business faculty. Under this MOU, UC and SolarShare will collaborate to allow UC students (engaged in fields of study including Marketing, Management, HR, Strategy, Ethics, Building and Construction, Entrepreneurship and Innovation) to benefit from participating in 'real world' projects for their studies, for example through internships or research projects with SolarShare.

SolarShare has consulted with South East Region of Renewable Energy Excellence (SERREE) and Majura Valley land-care representatives, to provide an avenue for UC interns to direct their efforts towards marketing and communications for the renewable energy trail, and other future development of the Majura valley as an iconic bush capital and eco-tourism destination so close to Canberra's international airport. UC business students will have the opportunity to hone their business skills and studies in line with these regional tourism development opportunities, which include:

- Renewable energy;
- Local food and wine;
- Geological tourism;
- Heritage events; and
- Cycling

in a manner consistent with land-care and SERREE initiatives already underway.

SolarShare will work with UC academic staff in defining such projects, arranging placements in organisations such as SERREE, and where appropriate, offering a stipend or prize for the best project / report or deliverable as a means of attracting high calibre students and rewarding their contribution. Under the MOU, this program will be subject to annual reviews, and will run for an initial 3 years (See Attachment L). This collaboration is contingent upon SolarShare receiving a Feed-in Tariff deed of entitlement through the ACT Government community solar scheme.

Through an introduction by SERREE, SolarShare has also established a relationship with the Renewable Skills Centre of Excellence Project at the Canberra Institute of Technology (CIT). At this early stage, the CIT Project Manager and SolarShare have agreed to commence the collaboration with field trips to SolarShare by CIT teachers to familiarise them with the skills needed to maintain

such a facility, and then incorporate these into CIT skills training.

The preparatory work for the community solar farm has been implemented with significant volunteer input. Our volunteers have been exposed to challenges and learning experiences which have provided them with new skills and networks. This benefits the local economy by increasing the skill base in the renewable energy sector. This preparatory work and documentation has been made available online to other community organisations who wish to pursue a community-owned renewable project.

- c) Stimulating productive research partnerships that will develop the capacity and global recognition of the ACT's tertiary institutions;**

FENNER SCHOOL COLLABORATION

The Australian National University's Fenner School of Environment and Society (the ANU) has expressed keen interest in developing research and educational opportunities for use of the data collected by community solar facilities. In January 2015, SolarShare and ANU signed a Memorandum of Understanding proposing collaboration in this area once the SolarShare plant is constructed.

Specifically, SolarShare will provide ANU with generation data from SolarShare's activities. Under the MOU, ANU is entitled to access the solar farm to install and use research equipment, including a data-logger and weather instrumentation (further detail on research outcomes provided in "Fenner School – SolarShare Collaboration", Attachment L. There has been a recent change in focus of the proposed research to undertake dust monitoring and this will be reflected in a revised agreement with ANU).

If SolarShare's proposal is successful, then the research carried out under this MOU would help develop the ANU's capacity as outlined above, and would potentially increase its global recognition, given that some of the research findings would be novel, and would contribute useful data to the world-class solar research capabilities at the ANU.

ENERGY CHANGE INSTITUTE COLLABORATION

The Australian National University's Energy Change Institute and SolarShare have developed a collaborative framework that aims to:

- Attract high calibre undergraduate Honours and Masters students to the ACT interested in studying sustainability and energy change;
- Foster a multidisciplinary approach to energy change by offering students research projects in areas such as Engineering, Marketing, Law, Environmental Science and Finance; and
- Disseminate publicly available results from ANU research to SolarShare in carrying out its business in community owned energy generation.

Specifically, SolarShare will:

- Work with the ANU academic staff in scoping appropriate research projects;
- Provide appropriate management and supervision support to research students engaged in projects supported by this collaboration;
- Provide a bursary of \$500 per student, up to an annual total of \$1,500 (3 students) as a means of attracting high calibre students; and
- Commit to an initial three-year collaboration with scope for ongoing partnering following review.

ANU ENGINEERING RESEARCH SCHOOL COLLABORATION

SolarShare is exploring a potential collaboration with the ANU Engineering Research School on verification and quality testing of PV modules in an outdoor environment. The expected local

benefits are expected to be:

- Development of a stronger PV module verification and testing research capability in Canberra, with flow-on effects to the creation of local businesses in this field;
- Sales of PV module verification and testing services to manufacturers and others such as Clean Energy Council;
- Enhanced industry/community support for ANU research and development; and
- Annual cohorts of 10-15 postgraduate students with exposure to, and better understanding of, the SolarShare business model (as a result of SolarShare lecture/s within the new ANU course on Photovoltaic Power Plants:
<http://programsandcourses.anu.edu.au/2017/course/ENGN8830>).

d) Growing the local corporate footprint of national and international businesses

Sydney-based EPC contractor Epho envisages two of its staff working full-time on construction of SolarShare's farm for 1 month, and will also be involved in the design, procurement and delivery of the works which will require visiting Canberra in the 6 months leading up to construction. In addition, Epho will have locally based part-time employees engaged in operation and maintenance of the farm for at least 5 years.

Schedule 7– Reports

<p>Quarterly Construction Reports</p>	<p>The Proponent must provide a Quarterly Construction Report for each three month period (a 'construction period'), coinciding with calendar quarters, from the execution of this Deed until the Completion Date written into a template provided by EPSDD.</p> <p>Each Quarterly Construction Report must be provided with 14 days of the end of each construction period and must contain:</p> <ul style="list-style-type: none"> • Details of any changes to the management structure and ownership of the Proponent within the construction period; • Details of actions taken and outcomes in relation to Schedule 5 (Community Engagement Plan) and Schedule 6 (ACT Investment Plan) within the construction period; • A traffic light indicator for each milestone set out in (Green = 'on track to achieve milestone date', Amber = 'milestone date at risk', Red = 'milestone date unable to be achieved'); and • A brief status description for each milestone set out in Schedule 3, including new issues arising and progress made within the construction period.
<p>Annual Generation Reports</p>	<p>The Proponent must provide an Annual Generation Report for the financial year in which the generating system is operational.</p> <p>Each Annual Generation Report must be provided within 3 months of the end of a financial year and be written on a template provided by EPSDD and must contain:</p> <ul style="list-style-type: none"> • Details of any changes to the management structure and ownership of the Proponent within the financial year; • An electronic record (CSV file) of 5 minute interval generation data as metered at the point of connection to the electricity network for the financial year; • Details of any changes to equity and debt finance arrangements for the generating system within the generation year; • Details of any changes to the generating system that might result in an increase or decrease in rates of generation; and • A report addressing requirements set out in the Safety, Health and Environment Plan (required under section (e) of this Deed); and • Information specifically related to the progress of the implementation of the Community Engagement Plan and ACT Investment Plan.
<p>Other Reports</p>	<p>The Proponent must provide, within a reasonable timeframe, information specifically related to the construction, operation or management of the generating system or performance under this deed, requested by the Territory and reasonably required for the purposes of verifying performance against this Deed or as reasonably required to inform renewable energy policy development in the Territory.</p>

Schedule 8– Consent to be appointed as Nominated Person

I consent to [Name of proposed Nominated Person] being appointed as a Nominated Person for the purposes of the Deed of Entitlement entered into on [date] between the Australian Capital Territory and [name of Proponent] in relation to the grant of a FIT entitlement under [name and number of Notifiable Instrument] made pursuant to the *Electricity Feed-in (Large-scale Renewable Energy Generation) Act 2011*.

Signed:

Date: _____

Name:

As an authorised person for and on behalf of [Name of Nominated Person/Company Name]

Position:

ACN or ABN:

Address for service of copy of notices:

Execution page for Deed of Entitlement

DATE OF THIS Deed 12 December 2018

Executed as a Deed for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY
in the presence of:

) 
)
) Signature of Territory delegate



Signature of witness

Geoffrey Rutledge

Print name

KEIRAN IVES


Print name

Signature valid for counter-signing until 12pm on December 13, 2018

Executed as a Deed by

Michelle McCann (Acting Chair)
.....

Print name

) 
)
) Signature of director/ individual*

*DELETE whichever is not applicable (see note)

for and on behalf of
Majura Community Energy Project Pty Ltd,
ACN 626 632 657



Signature valid for counter-signing until 12pm on December 13, 2018

in the presence of:



Signature of director/secretary/ witness*

*DELETE whichever is not applicable (see note below)

Marea Fatseas - Director



Lawrence McIntosh - Principal Executive Officer

Print name

Note:

Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.

Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Proponent's constitution.

Individual: Must be signed by the individual Proponent and witnessed.



SolarShare

CANBERRA

OPTIONS PAPER:

FIT PRICE REDUCTION THROUGH LGC RETENTION

As requested by ACT Government, SolarShare has prepared the following options as a means of reducing the FIT price for the community solar farm, through retaining some or all of the Large Generation Certificates (LGC) associated with plant production.

	Case	Fit Price \$/MWh
1	No LGCs retained (Base case)	\$200.0
2	All LGCs retained	\$195.6
3	LGCs retained in the first 5 years of operation.	\$196.0

OPTION ONE:

The project would retain no LGCs all would be transferred to the ACT Government as per the terms of the community solar programme. This is presented as the base case.

OPTION TWO:

All LGCs would be retained by the project, allowing the lowest possible feed in tariff rate due to revenue supplementation with LGCs.

OPTION THREE:

The bulk of the FIT price reduction can be achieved through the project keeping only the LGCs from the first quarter of its operating life. This is due to:

- the project's ability to forward contract LGCs during this period resulting in a lower risk factor applied to LGC revenue in initial years; and
- the relatively higher prices offered by LGC off-takers during these initial years, as compared with forecasts of spot price in the latter period of the plant's operating life.

RISKS AND MITIGATIONS

The project's best option for disposal of LGCs is through a 5-year locked in forward contract offered by an intermediary business, [REDACTED]. The pricing curve and the SolarShare risk discount is shown in the table below.

	Quote: May 2018	Risk factor applied
2018		n/a (no generation)
2019*		0.5
2020		0.5
2021		0.5
2022		0.5
Beyond (estimate).		0.1

*The plant is expected to operate for only a partial portion of the 2019 calendar year.

Substituting a portion of the FIT income with income from sale of LGCs alters the risk profile of the plant's income stream, these main sources of risk contributing to the risk-adjusted prices are detailed below:

Market Risk

In preparation of this paper, nine potential LGC transacting parties were approached, including large electricity retailers [REDACTED], brokers, and LGC traders/intermediaries. Of these only two expressed interest in an LGC offtake contract: one was prepared to offer spot price, less an administrative margin, and only one [REDACTED] was prepared to offer a forward agreement, which was five years in duration.

We observed a low level of interest and market depth. Consequently, we have very limited choice in LGC off-take agreement counterparties, presumably due to Liable Entities having largely secured sources of LGCs for their liabilities beyond 2020, and the delivery of a considerable project pipeline of eligible large-scale generation assets in the time leading up to 2020.

Market risk is managed through locking in a forward purchase contract (hedging) for the longest possible period, and avoiding market price fluctuations. Beyond the term of the forward agreement with fixed price, a risk premium must be associated with potential LGC revenues to compensate investors for the higher risk or uncertainty associated with LGC prices. (It must also be recognised that there are fewer investors willing to expose themselves to unhedged LGC sales.)

Counterparty risk

In entering into a forward sale/purchase agreement and transferring our market price risk to another party, we are exposing ourselves to that party's ability to honour the agreement, i.e. counterparty or credit risk. Thus, the creditworthiness of the counterparty becomes paramount. In substituting a portion of FIT income for LGC income from a small balance sheet counterparty with no credit support, SolarShare must

adjust its counterparty risk profile accordingly. The balance sheet and creditworthiness of an entity such as [REDACTED] is significantly lower than that of the counterparty for the FiT. Given there is little interest from alternative off-takers, any default by [REDACTED] honouring an off-take agreement would leave SolarShare and its investors exposed for the LGC portion of its project revenue.

Contract timing risk

Proceeding with a FiT and a separate LGC forward agreement also exposes SolarShare to a level of risk associated with price fluctuation for the LGC forward agreement up to the point of contract execution (in fact, the counterparty is not under any obligation to enter into a contract up to that point). SolarShare would be exposed to this timing risk until the FiT deed is signed. We would lock in the LGC price until the FiT is in place.

To demonstrate the timing risk, and associated price fluctuations,, three forward agreement price curves were solicited from [REDACTED] – in February, April and May 2018. The offer in April was \$3 to \$4 lower than that received in February. Noting that generation is not expected to commence until October 2019, prices for the years 2020 and beyond dropped further in the updated we received in May 2018. Refer to table below.

	Quote: 22nd February	Quote: 9th April	Quote : 8 th May
2018	[REDACTED]	[REDACTED]	[REDACTED]
2019	[REDACTED]	[REDACTED]	[REDACTED]
2020	[REDACTED]	[REDACTED]	[REDACTED]
2021	[REDACTED]	[REDACTED]	[REDACTED]
2022	[REDACTED]	[REDACTED]	[REDACTED]

Sovereign/Regulatory risk

By separating LGCs and entering a separate agreement with a counterparty, we expose ourselves to change-in-law provisions of off-take agreements. As LGCs are a federal instrument, federal Government policy has the ability to alter the supply and demand of LGCs with flow-on effects to price. There is a reasonable possibility the federal election will occur before the plant is constructed. LGC revenue / policy change is not backed by the same treasury guarantee which supports FiT income. A portion of the risk factor applied is due to this source of sovereign/regulatory risk.

Part A – Identification of proponent and project

A1 Project summary

Project name – The project title should be a short 'title' rather than a descriptive sentence.	SolarShare Community Solar Farm
Project summary – The project summary should be a concise description in plain English of the project that the Proponent intends to undertake including kilowatt capacity.	<p>SolarShare proposes to build a 1MWac ground mount facility on rural block 707 Majura. SolarShare has partnered Ephi, supported by ibvogt and Saferay for engineering, procurement, construction, operations, maintenance and equity underwriting for the project, and with Solar Fields to finalise site development works</p> <p>The project will use fixed tilt PV cells with string inverter technology connecting to the ActewAGL LV network.</p>

A2 Name of proponent and business registrations

Proponent registered company name or incorporated entity name	SolarShare Community Energy Ltd
Australian Business Number (ABN) or other incorporation number	ACN 600 571 220
Date and place of incorporation	23/7/2014 ACT
Business/organisation name/trading name (if trading under a name other than the company name)	SolarShare Canberra

A3 Registered Australian business street address

Physical address	<p>Downer Community Centre</p> <p>1 Frencham Pl Downer</p> <p>Canberra ACT</p>
Postal address	<p>SolarShare</p> <p>PO Box 7025</p> <p>Watson ACT 2602</p>
Website address (where applicable)	www.solarshare.com.au

A4 Proponent's primary contact (For the purposes of general auction communication including the issuing, by email, of addenda)

Full Name	Lawrence McIntosh
Job title	Principle Executive Officer
Company/organisation	SolarShare Community Energy Ltd
Telephone number	
Mobile telephone number	
Email address	

A5 Proponent's secondary contact (For the purposes of general scheme communication including the issuing of addenda)

Full Name	
Job title	Project Advisor
Company/organisation	SolarShare
Telephone number	
Mobile telephone number	
Email address	

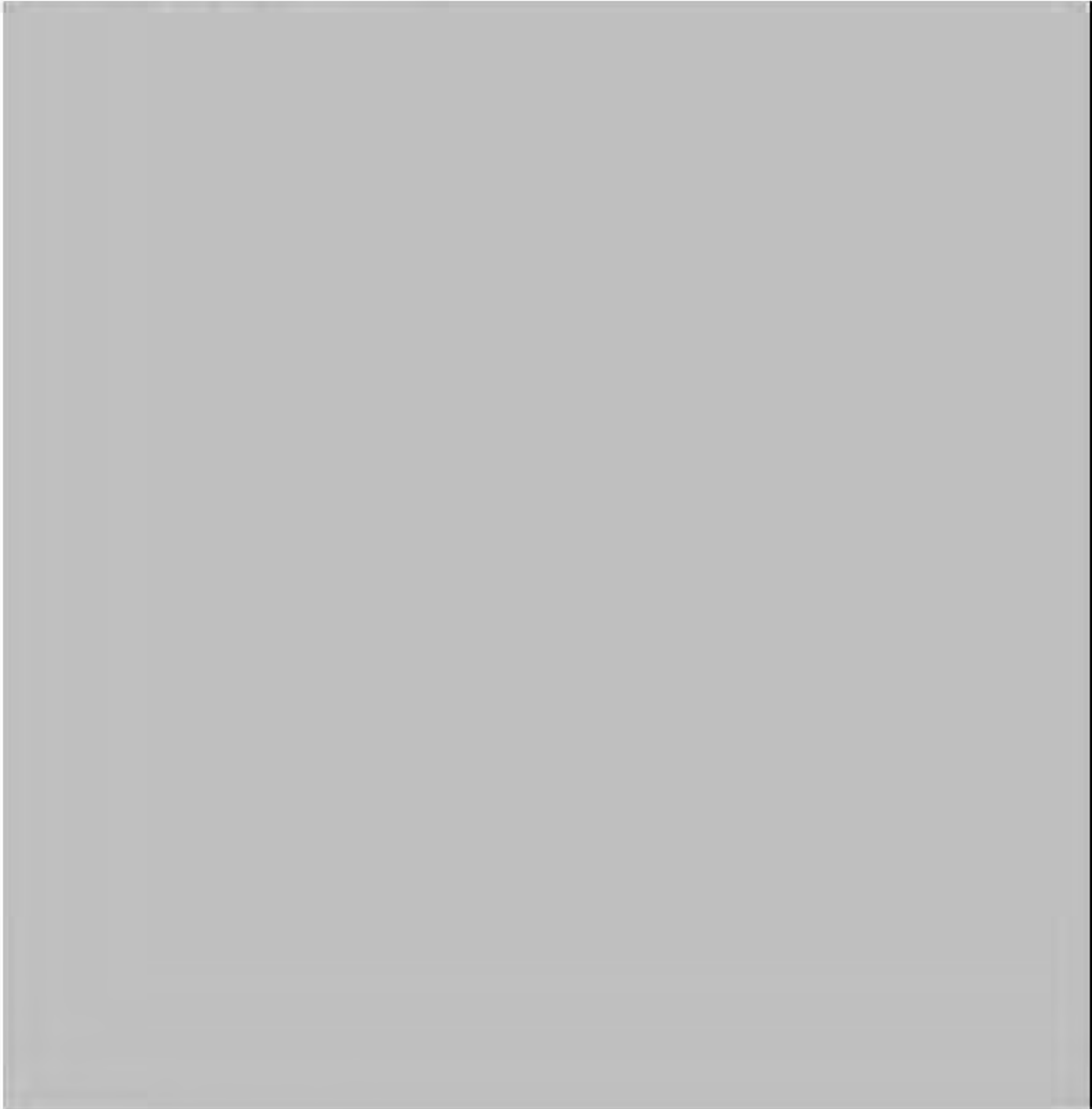
Part B – Eligibility

Part B1: Statement relating to the eligibility criteria

Eligibility Criteria	Summary	Conforms? (Yes/No)
EL 1	A Proponent must be a single legal incorporated entity that is a genuine ACT based community organisation.	Yes
EL 2	A Proponent must not be insolvent, or become subject to an Insolvency Event during the Scheme evaluation process.	Yes
EL 3	A Proponent must not have had a judicial decision relating to employee entitlements made against it (not including decisions under appeal) and not have paid the claim.	Yes
EL 4	A Proponent must not have been named as an organisation that has not complied with the <i>Workplace Gender Equality Act 2012</i> (Cth).	Yes
EL 5	A Proponent must submit a completed Proposal Form and all required attachments by the specified closing date and time.	Yes
EL 6	Proposals must be for a solar generating system.	Yes
EL 7	Proposals must be for the establishment of a single generating system that has no less than 201kW and no more than 1MW generating capacity as determined at its point of connection to an interconnected national electricity system.	Yes
EL 8	Generating systems must be connected to the interconnected national electricity system (as defined in the Act).	Yes
EL 9	Proposals must be for a new (yet to be constructed) generating system.	Yes

Part C – Project financials

Part C1: Project Budget



Part C2: FiT price proposal

Item	FiT (AUD, ex GST)
Feed-in Tariff sought per MWh of eligible electricity (maximum \$200/MWh)	\$200

Part D – Renewable energy generation

Part D1: Generation system capacity

Generating system capacity as per RFP (MW)	1MWac
Estimated capacity factor (first year of generation)	21.1%

Part D2: Generation rates

Year	Minimum (MWh)	Maximum (MWh)	Expected (MWh)
1	925.9	2222.3	1851.9
2	920.1	2208.1	1840.1
3	917.2	2201.2	1834.3
4	908.4	2180.1	1816.7
5	902.6	2166.2	1805.2
6	896.8	2152.4	1793.7
7	894.0	2145.6	1788.0
8	885.4	2125.0	1770.9
9	879.8	2111.5	1759.6
10	874.2	2098.1	1748.4
11	871.4	2091.5	1742.9
12	863.1	2071.4	1726.2
13	857.6	2058.2	1715.2
14	852.1	2045.1	1704.2
15	849.4	2038.7	1698.9
16	841.3	2019.1	1682.6
17	835.9	2006.2	1671.9
18	830.6	1993.5	1661.2
19	828.0	1987.2	1656.0
20	820.1	1968.1	1640.1

Part E – Project Schedule Commitment

Part E1: Milestone schedule

Milestone	Date
Submit application for development approval, including EIS	02/05/2013
Obtain required interest in land	27/02/2012
Secure funds or agreement for implementation of proposal through appropriate agreements with equity investors and/or financial institutions and/or renewable energy developer ('financial/development close')	01/12/2017
Development approval obtained and all other environmental, planning and building approvals required by law to construct generating system obtained, including under the <i>Environment Protection and Biodiversity Conservation Act 1999 (Cth)</i> , if required	26/04/2018
Commence construction of generating system	28/05/2018
Execute connection agreement with network service provider	02/03/2018
Obtain registration as a generator, or exemptions as required under the National Electricity Rules	15/09/2017
Connect and supply eligible electricity to the electricity network (Completion Date)	07/09/2018
Project becomes majority owned by Proponent (if project is initially developed by an organisation other than the Proponent)	N/A
Project becomes fully owned by Proponent (if project is initially developed by an organisation other than the Proponent)	N/A

Part F – Evaluation Criteria

EV 1: Risks to timely project completion

Development/ Site risks: Solar Fields has already achieved many of the important milestones required to have a project fully permitted and construction ready. Solar Field's own project (Mt Majura stage 1) is located directly to the south of the SolarShare project (Mt Majura stage 2). A summary of what has been achieved and various supporting documentation is provided in Attachment J. The development agreement with Solar Fields is included in Attachment H, the deed of option can be provided upon request. In terms of outstanding development items chief works are:

- **Grid Connection:** The project is in ActewAGLs grid connection process and has received ActewAGL's full technical study results and connection proposal. These are included in Attachment J. We note ACT Government's comments regarding Quality of Supply (QoS) in the valley and through working with ActewAGL, the connection proposal will *decrease* the amount of solar connected onto that feeder (Mackenzie), helping to relieve any QoS issues, this will occur due to the connection works including switching the existing 2.1 MW plant to a different feeder (Dairy North) more appropriate for that larger plant.
- Solar Fields have received heritage approval through the NCA process subject to submission of detailed Conservation & Environmental management plan and this plan being consistent with the initial proposal. The details of the approval and conditions are in Attachment J
- A lease purpose variation for the development has already been obtained by Solar Fields and is included in Attachment J.

Finance risks: SolarShare notes that the critical path for project delivery includes the Offer Information Statement and community fundraising step upon which financial close is dependent. SolarShare will lodge an Offer Information Statement with ASIC for the community fundraising after successful FiT negotiations with the ACT Government.

Regarding the possibility of insufficient community funds, SolarShare has secured an initial offer of debt terms for the project for potential shortfall between community investment levels and required capital expenditure. The indicative Finance offer from Bendigo bank is provided in Attachment H.

SolarShare have registrations of investment interest from \$2.8m worth of community equity; as such our expected need to use the bank debt is low, especially in light of our T1 investment seed investment round of \$125k being oversubscribed. We are aware, however, that there is little precedent to estimate conversion rates on registrations of interest into invested funds and so, in addition to the bank debt and community equity, Saferay have been engaged to take up any outstanding equity in the SPV should there still be a shortfall after inclusion of the debt component, this letter is also provided in Attachment H.

Construction Risks: The project design, engineering, installation and commissioning are the responsibility of Epho, with a construction fulfilment guarantee provided by Saferay and technical support from ibvogt. Site civil works will be the responsibility of Epho and managed through the detailed construction management plan and conservation and environmental management plan. SolarShare have allowed a 10% of contract value for contingency and have also engaged a professional EPC lawyer to manage construction contract drafting.

A full risk register is provided in Attachment I.

EV 2: Local community engagement

For more than four years SolarShare has been actively engaging with the Canberra community to understand what is important to community members on the issue of solar farms. This has included numerous talks, stalls, surveys and one-on-one conversations with members of the Canberra community. While we recognise this as a solid footing we also understand it is important for us to ensure we reach particular stakeholders surrounding our chosen site as we move into the development phase of the project.

SolarShare have identified, contacted and engaged with the following key interest groups in the local area:

- North Canberra Community Council
- Majura Valley Residents group / Land care group
- Traditional owners
- Friends of Mt Majura
- Molonglo Catchment group
- Conservation Council and its member groups including Friends of Grasslands.

Visual issues have been addressed through consultation with the local residents and various other key stakeholder groups identified in Attachment K.

The NCA process already conducted by Solar Fields also included local stakeholders. The comments and issues raised in the NCA process as well as the measures to address these are detailed in the Mount Majura NCA Consultation report that can be made available upon request. 14 submissions were received in this process and included:

- Department of Defence
- CASA, Qantas, Airservices Australia and Canberra Airport
- ACT Government bodies ESDD, ACT heritage and ACT roads
- Local residents (also covered by SolarShare through Majura residents group)
- The AFP

The NCA works approval, where appropriate, includes conditions that are necessary to obviate the issues raised in the NCA process. Separate and additional to these, SolarShare has made commitments to the key interest groups listed above which are further detailed in the community engagement plan in attachment K. These commitments were formed through consultation with the relevant groups involving relationship building through meetings (both public and one-on-one) and information sharing throughout the first quarter of 2015. Letters of support are also included in Attachment K.

EV 3: ACT economic development benefits

SolarShare's local economic development plan addresses each of the four facets of the ACT Government's criteria in its investment plan:

SolarShare's Engineering, Construction and Procurement contractor, Epho, will engage local contractors in Canberra which will create local jobs in Engineering, Construction and ongoing O&M with local expenditure over \$700,000 in construction and over \$65,000 in recurring annual expenditure. This will deliver enduring benefits to local businesses through the inclusion of regional contractors and labour force. To leverage the project as a training opportunity, the facility will be available for field trips to CIT staff and students to further develop skill sets related to solar PV ongoing O&M.

We will build Canberra's capacity as a national tertiary training center through the following research and university student initiatives:

- University of Canberra, Business faculty – student internships, including in support of eco-tourism initiatives in the Majura Valley
- ANU - Energy Change institute, Fenner School, and Research School of Engineering collaborations

Finally, we will facilitate the development of local business and Majura valley tourism through actively supporting SERREE and the Majura valley land care group to realise the potential for the valley. The local farms and businesses provide a unique entry point into the ACT and showcase Canberra's bush capital feel while combining sustainable farming, local produce, the protection and further development of native woodlands and grasslands, and eco tourism. The recent highly successful Majura Valley Bush Festival organised by local landholders, and which attracted over 8000 visitors at its inaugural festival, demonstrates the strong potential for realising this vision.

To seed this collaboration, SolarShare commits to establishing a Land Care Grant fund of \$1,500 annually, to support efforts to preserve the natural beauty of the Majura Valley and in particular the Majura Valley tourism trail. Through collaboration with SERREE and aforementioned UC internships we will provide opportunities for UC students to assist with development of these opportunities.

More detail on each of these collaborations is available in Attachment L

EV 4: Reliance on Treasury Financial Guarantee

If your Proposed Year 1 Guarantee Cap Multiplier is greater than \$0, please set out the reasons why you require this specific level of guarantee and what assessment has been undertaken to support your conclusion. If the Proposed Year 1 Guarantee Cap Multiplier is \$0, please set out why you do not require a guarantee to secure financing of your project and what assessment has been undertaken to support your conclusion.

Part G: Acknowledgement

In accordance with the terms of the RFP, the proponent acknowledges that its proposal is submitted on the basis of the terms and conditions of the draft Deed of Entitlement provided at Attachment B to the RFP.

.....

Print name

.....

Signature of director / individual*

*DELETE whichever is not applicable (see note below)

Note:

Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Proponent's constitution.

Individual: Must be signed by the individual Proponent and witnessed.

Part H – Statutory Declaration

In accordance with the terms of the RFP, this declaration must be signed. A director of the proponent lodging the proposal must sign it on behalf of the proponent.

Commonwealth of Australia
STATUTORY DECLARATION
Statutory Declarations Act 1959

1 *Insert the name, address and occupation of person making the declaration*

I,¹ [name, occupation]

am a director of SolarShare Community Energy Ltd of Frencham Pl, Downer (**Organisation**) and make the following declaration under the *Statutory Declarations Act 1959*:

2 *Set out matter declared to in numbered paragraphs*

2

1. The Organisation is a non-tax exempt Australian company incorporated under the *Corporations Act 2001* or a wholly or majority owned Commonwealth or Australian state or territory government body.
2. At the date of this declaration the Organisation is not bankrupt or insolvent, has not entered into voluntary administration or made any arrangement with its creditors or taken advantage of any statutory relief of insolvent debtors.
3. I am not aware of any existing circumstances or matter that may reasonably affect the Organisation's ability to continue as a going concern and at the date of this Declaration I reasonably believe the Organisation will continue its operation without any intention or necessity to liquidate or otherwise wind up its operations.
4. The Organisation has not been named as non-compliant under the *Workplace Gender Equality Act 2012* (Cth) in the period of 12 months prior to the date of this Declaration, or, if the Organisation has been named non-compliant under the *Workplace Gender Equality Act 2012* (Cth), the Company has submitted with this Declaration a letter confirming compliance from the Workplace Gender Equality Agency.
5. The Organisation has not had a judicial decision against it (not including decisions under appeal) relating to employee entitlements and have not paid the claim.
6. Neither the Organisation, nor any of its agents, had knowledge of the Feed-in Tariff being proposed by any Proponent, nor any knowledge of the costs or prices making up the basis for such Proponent's proposal, prior to the Organisation submitting its proposal as part of the Community Solar Scheme.
7. Neither the Organisation nor any of its agents disclosed the Feed-in Tariff submitted by the Organisation to any other Proponent or any other person prior to submitting this proposal.
8. Except as disclosed in its proposal, the proposal has not been prepared with any consultation, communication, contract, arrangement or understanding with any other person intending to submit a proposal.
9. The Organisation has not otherwise engaged in any collusion, anti-competitive conduct or any other similar conduct in relation to the preparation of its proposal which may potentially impact on effective competition being in place between each and every proponent in the Community Solar Scheme.
10. The Organisation is not a related entity of any other proponent involved in the Community Solar Scheme.
11. I believe on reasonable grounds, and having made reasonable inquiries, that all information in the Organisation's proposal submitted to the Australian Capital Territory in response to its Request for Proposals – Community Solar Scheme, is true and correct.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular detail.

3	Signature of person making the declaration	3
4	Place	Declared at ⁴
5	Day	on ⁵
6	Month and year	of ⁶
Before me,		
7	Signature of person before whom the declaration is made (see over)	7
8	Full name, qualification and address of person before whom the declaration is made (in printed letters)	8

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

Note 2 Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* — see section 5A of the *Statutory Declarations Act 1959*.

A statutory declaration under the *Statutory Declarations Act 1959* may be made before—

(1) a person who is currently licensed or registered under a law to practise in one of the following occupations:

Chiropractor	Dentist	Legal practitioner
Medical practitioner	Nurse	Optometrist
Patent attorney	Pharmacist	Physiotherapist
Psychologist	Trademarks attorney	Veterinary surgeon

(2) a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or

(3) a person who is in the following list:

- Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
- Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the *Consular Fees Act 1955*)
- Bailiff
- Bank officer with 5 or more continuous years of service
- Building society officer with 5 or more years of continuous service
- Chief executive officer of a Commonwealth court
- Clerk of a court
- Commissioner for Affidavits
- Commissioner for Declarations
- Credit union officer with 5 or more years of continuous service
- Employee of the Australian Trade Commission who is:
 - (a) in a country or place outside Australia; and

- (b) authorised under paragraph 3 (d) of the *Consular Fees Act 1955*; and
- (c) exercising his or her function in that place
- Employee of the Commonwealth who is:
 - (a) in a country or place outside Australia; and
 - (b) authorised under paragraph 3 (c) of the *Consular Fees Act 1955*; and
 - (c) exercising his or her function in that place
- Fellow of the National Tax Accountants' Association
- Finance company officer with 5 or more years of continuous service
- Holder of a statutory office not specified in another item in this list
- Judge of a court
- Justice of the Peace
- Magistrate
- Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the *Marriage Act 1961*
- Master of a court
- Member of Chartered Secretaries Australia
- Member of Engineers Australia, other than at the grade of student
- Member of the Association of Taxation and Management Accountants
- Member of the Australasian Institute of Mining and Metallurgy
- Member of the Australian Defence Force who is:
 - (a) an officer; or
 - (b) a non-commissioned officer within the meaning of the *Defence Force Discipline Act 1982* with 5 or more years of continuous service; or
 - (c) a warrant officer within the meaning of that Act
- Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants
- Member of:
 - (a) the Parliament of the Commonwealth; or
 - (b) the Parliament of a State; or
 - (c) a Territory legislature; or
 - (d) a local government authority of a State or Territory
- Minister of religion registered under Subdivision A of Division 1 of Part IV of the *Marriage Act 1961*
- Notary public
- Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public
- Permanent employee of:
 - (a) the Commonwealth or a Commonwealth authority; or
 - (b) a State or Territory or a State or Territory authority; or
 - (c) a local government authority;with 5 or more years of continuous service who is not specified in another item in this list
- Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made
- Police officer
- Registrar, or Deputy Registrar, of a court
- Senior Executive Service employee of:
 - (a) the Commonwealth or a Commonwealth authority; or
 - (b) a State or Territory or a State or Territory authority
- Sheriff
- Sheriff's officer
- Teacher employed on a full-time basis at a school or tertiary education institution