

ORIGIN SOLAR FLEX LANDLORD LICENCE – AGREEMENT TERMS

This Agreement is between us and the landlord specified in the Schedule (referred to as “you” or “your”).

1. THIS AGREEMENT

- 1.1 This Agreement is made up of these Agreement Terms and the Schedule.
- 1.2 Capitalised terms used in this Agreement are defined in clause 25.

2. TERM

- 2.1 This Agreement starts on the Start Date and ends on the End Date (unless terminated earlier in accordance with its terms).

3. WARRANTIES

- 3.1 You warrant and acknowledge that:
 - (a) you are the registered proprietor (as recorded in the certificate of title) of the Premises;
 - (b) you currently lease the Supply Address to the Tenant; and
 - (c) you have the power and right to enter into this Agreement and perform your obligations under it, including granting the licenses in clause 6.

4. CONSENT AND ASSISTANCE

- 4.1 You agree to the installation and maintenance of the Solar System:
 - (a) by the Tenant, if located at the Supply Address (being that area leased by the Tenant forming part of the Premises); or
 - (b) at your Premises, where located outside of the area leased by the Tenant,and the supply of electricity generated by the Solar System to the Tenant.
- 4.2 You agree that the installation and maintenance of the Solar System in accordance with this agreement does not constitute a breach of the Lease.
- 4.3 You agree to inform the Tenant and us of any building restrictions (including heritage listing or overlay) which apply to the Premises. You also agree to inform the Tenant and us of, and assist us or the Tenant (as the case may be) by obtaining and maintaining, any consents or approvals from third parties (such as your bank as mortgagor or your local council for building restrictions) which are required for our Solar System to be installed at the Premises before installation. We will assist you and the Tenant with this process and may apply for these consents and approvals for you if possible.
- 4.4 You agree to inform the Tenant and us if any consents or approvals referred to in clause 4.3 are lost, terminated or expire.
- 4.5 You agree to sign any additional forms or paperwork as required to enable us to install our Solar System at the Premises, including as may be requested by us under clause 8.4.

5. INSTALLATION

- 5.1 Our Solar System will be installed either by us or an Installation Subcontractor. If your Supply Address is in Victoria, we will subcontract all of our obligations that relate to the installation, commissioning, maintenance and repairs of our Solar System to an Installation Subcontractor. We will contact the Tenant to arrange a time for installation.
- 5.2 You agree to provide us, our installer and the Tenant with all reasonable assistance in connection with the installation of the Solar System at the Premises. This includes helping us or our installer to obtain approval from the relevant electricity distributor to connect our Solar System to the electricity grid before installation.
- 5.3 Before our Solar System is installed, we will advise the Tenant of the indicative locations of the panels of our Solar System at the Premises by marking a diagram included in the details section of the PPA. The Tenant is taken to approve those locations when they enter into the PPA.
- 5.4 Unless otherwise agreed by the parties in writing, you agree that we may install our Solar System anywhere at your Premises as approved by the Tenant in accordance with clause 5.3 other than on the Exclusion Areas.
- 5.5 Once the Tenant has given their approval in accordance with clause 5.3, our installer will install our Solar System at the agreed locations.
- 5.6 Following installation, our installer can also provide you with a schematic diagram of our Solar System upon request.
- 5.7 We will clean up after ourselves when we or our installers and other contractors access your Premises. Subject to clause 14.1, if we cause any damage to your Premises, we will arrange for that damage to be repaired to the extent we caused it, subject always to clause 14. Please notify us of the damage as soon as possible (and in any event within three months) after we have accessed your Premises.
- 5.8 If we remove our Solar System, we will leave the Premises in a safe and functional condition (taking into account fair wear and tear). This includes repairing any holes, cracks and leaks in the roof or any walls caused by the removal of our Solar System. However, we will not remedy any aesthetic damage such as scratching or fading of the roof or walls, or repair damage not caused by us or our Solar System.

6. LICENCE

- 6.1 You grant us a non-exclusive licence over, and for the use and enjoyment of, those parts of your Premises where our Solar System is to be installed to the extent that the Tenant has not granted us such

a licence under the PPA (Licensed Area). This licence will automatically be created as soon as the Tenant approves the location proposed for the installation of our Solar System as described in clause 5.3 and before our Solar System is installed.

6.2 You grant us and our agents and contractors a non-exclusive licence to access the Licensed Area and such other areas of your Premises as reasonably required in connection with this Agreement and the PPA, including to allow us to install, wire, re-wire, repair, inspect, maintain, operate, deactivate, activate, remove and replace our Solar System. To the extent it is within your power and control, you will ensure our access to your Premises is safe, convenient and unhindered. You agree we can access your Premises:

- (a) immediately if we need access urgently, for example, to prevent loss or damage being suffered by us, the Tenant or you; or
- (b) between 7am-6pm on a Business Day, within 3 Business Days of the date we contact you to arrange to do so.

6.3 The rights given by you under this Agreement are solely contractual and nothing in this Agreement creates or gives us any estate or interest in the land on which the Solar System is located.

6.4 The licences and other rights granted to us are done in consideration of the mutual promises under this Agreement and we are not required to pay any fee for such licences or rights.

7. OUR OBLIGATIONS

7.1 We must:

- (a) use the Licensed Area only for the purposes in connection with this Agreement and the PPA;
- (b) comply with all Regulatory Requirements relating to our use of the Licensed Area;
- (c) keep the Licensed Area clean and tidy and free of rubbish at all times;
- (d) observe the maximum floor or roof loading weights for the Licensed Area and the maximum load weight of lifts and other equipment at the Premises;
- (e) on entering or leaving the Premises, securely lock any external door used to gain access to the Premises; and
- (f) comply with your reasonable requirements and procedures relating to our conduct in and around the Licensed Area, including any site safety and security procedures.

7.2 We agree to ensure that our employees and agents do not do anything, or omit to do anything, which if done or omitted to be done by us would be a breach of our obligations under this Agreement.

8. OWNERSHIP OF OUR SOLAR SYSTEM

8.1 You agree that we own the Solar System and that as between you and us it will remain our property at all times.

8.2 Our Solar System is a chattel and not a fixture.

8.3 We may transfer ownership of our Solar System to any person at any time.

8.4 You agree that we are entitled to any environmental credit, permit, right or other benefit derived from the installation, ownership, use or operation of our Solar System or otherwise connected with our Solar System. If we ask you to, you agree to sign any document reasonably necessary in order for us or our nominee to obtain such benefit.

9. EXPORT OF UNUSED ELECTRICITY

9.1 You agree to assist and allow the Tenant or us to export to the electricity grid any electricity generated by our Solar System that is not consumed at the Supply Address.

9.2 You agree that you do not have title in any electricity that may be exported to the grid under this clause 9 at any time and have no the right to any revenue that is generated from that electricity.

10. PROTECTION OF OUR SOLAR SYSTEM

10.1 You must not damage, tamper with, modify or interfere with any part of our Solar System or allow anyone else to do so (to the extent it is within your control). You must also not remove any identification panels or branding from our Solar System.

10.2 During the term of the licence of the Licensed Area under clause 6, you agree to not access, use or otherwise deal in any way with our Solar System and you have no right to possession or custody of our Solar System.

10.3 You may carry out any works (including any development, extension or alteration) in or to the Premises in your absolute discretion provided that:

- (a) such works do not materially adversely derogate from our rights under this Agreement or
- (b) you give us reasonable notice if you intend to undertake any work that could affect our Solar System and an opportunity to relocate or protect the Solar System.

10.4 You agree to not do anything, or allow anyone else to do anything (to the extent it is within your control) that would reduce the output of our Solar System. You also agree to notify us if you become aware of circumstances that may reduce the output of our Solar System.

11. TERMINATION

11.1 This Agreement will automatically terminate if the Tenant exercises their right to cancel the PPA prior to installation of the Solar System. We will give you notice if this occurs.

11.2 We may terminate this Agreement for convenience at any time by notice to you.

11.3 You may terminate this Agreement for our material breach, if you have given us a reasonable opportunity (and in any case not less than 20 Business Days) to remedy the breach and we have not done so.

12. THIS AGREEMENT CONTINUES IF TENANT MOVES OUT OR LEASE TERMINATES

- 12.1 If the Tenant moves out or the Lease ends, the Tenant must notify us in accordance with the terms of the PPA and the terms of the PPA will apply in relation to our rights and the Tenant's obligations with respect to our Solar System.
- 12.2 You are not liable for any exit fees or removal fees if the Tenant moves out or the Lease ends.
- 12.3 If the Tenant elects for an Incoming Tenant to enter into a power purchase agreement with us on the same terms as the PPA, then:
- (a) we will hold a security from the Tenant until the earlier of:
 - (i) the Incoming Tenant entering into a power purchase agreement with us (in which case we will refund the security); or
 - (ii) 12 months from the date the Tenant moves out or the Lease ends (in which case we will keep the security as payment by the Tenant of the exit fee);
 - (b) this Agreement continues to apply and when an Incoming Tenant enters into a power purchase agreement with us, references to the Tenant and its contact details refer to the Incoming Tenant.
- 12.4 If the Tenant does not elect for an Incoming Tenant to enter into a power purchase agreement with us:
- (a) you may request us to remove the Solar System within a reasonable period of time (not less than 20 Business Days) and this Agreement will continue until that time;
 - (b) we may remove our Solar System from your Premises in accordance with our rights to do so under this Agreement; and
 - (c) you must ensure that we are able to remove our Solar System (including where you enter into a new lease with the Incoming Tenant).

13. HOLDING OVER

- 13.1 This Agreement will continue beyond the expiry of the Term until the earliest to occur of the following:
- (a) you have entered into a new licence agreement with us that replaces this Agreement;
 - (b) we have removed our Solar System from your Premises; or
 - (c) you request us to remove the Solar System within a reasonable period of time (not less than 20 Business Days) and we fail to do so.

14. RISK AND LIABILITY

- 14.1 To the extent permitted by Regulatory Requirements:
- (a) our total Liability (however caused) to you and your related bodies corporate for all claims (whether in contract, warranty, tort (including negligence or otherwise)) arising out of or in connection with this Agreement will not exceed \$1million; and

- (b) your total Liability to us and our related bodies corporate for all claims (whether in contract, warranty, tort (including negligence or otherwise)) arising out of or in connection with this Agreement will not exceed the Year 1 Exit Fee stated in the PPA.

- 14.2 Neither party is liable to the other for any Excluded Loss in connection with or arising from this Agreement, and neither party can make a claim against the other for any such Excluded Loss.

- 14.3 Each party must do all things reasonably necessary to mitigate any loss or damage under this Agreement.

15. PARTNERSHIPS AND TRUSTS

- 15.1 If you are a partnership, each partner is jointly and severally liable under this Agreement.
- 15.2 If you enter this Agreement as a trustee you represent and warrant in your own right and as trustee of the Trust, that as at the date of this Agreement and until such time as all your obligations under this Agreement are discharged:
- (a) you are the sole trustee of the Trust;
 - (b) you have the requisite capacity and authority to enter this Agreement on behalf of, and to bind the beneficiaries of, that Trust and to perform all obligations under this Agreement pursuant to the documents governing that Trust; and
 - (c) you have the right to be fully indemnified out of the assets of the Trust in relation to this Agreement and the assets of the Trust are sufficient to satisfy all obligations of the Trust under this Agreement.

16. GST

- 16.1 In this clause, all terms that are defined in the GST law have the same meaning in this clause.
- 16.2 The supplier will add the prevailing rate of GST onto the consideration for any taxable supplies made in connection with this Agreement, and the recipient agrees to pay that GST following the receipt of a tax invoice from the supplier.
- 16.3 The GST applicable to any taxable supplies made in connection with this Agreement is payable at the same time as the consideration for those supplies.
- 16.4 Where a party reimburses the other party for an expense or other amount, the reimbursement will be net of any input tax credit the supplier is entitled to claim.

17. CONFIDENTIALITY

- 17.1 Both parties must keep all confidential information confidential for 3 years after this Agreement ends.
- 17.2 Either party may disclose confidential information:
- (a) with the other party's prior written consent which must not be unreasonably withheld;
 - (b) on a confidential basis to its officers, employees, agents, advisers and insurers (or those of a Related Body Corporate) to the extent disclosure is reasonably required; or

(c) if required by Regulatory Requirements, law or applicable stock exchange rules.

17.3 We may disclose confidential information to any person if we consider disclosure is reasonably required as part of:

- (a) any restructure, reorganisation or sale of us or our Related Bodies Corporate;
- (b) any equity or debt raising by us or our Related Bodies Corporate; or
- (c) to potential purchases, transferees or assignees of our interest in this Agreement or securities of or owned by us or our Related Bodies Corporate.

17.4 We may request, use and disclose confidential information and other information about you to the extent we reasonably consider it is required:

- (a) in communications with the Tenant, any regulator or your distributor or metering provider; or
- (b) if necessary in an emergency situation.

18. PRIVACY

18.1 Both parties must comply with applicable provisions of the Privacy Act 1988 (Cth).

19. VARIATIONS TO THE AGREEMENT

19.1 Unless otherwise specified in this Agreement, any variations to the terms of this Agreement or any waiver of any rights of any party has no effect unless it is in writing and signed by the parties (in the case of a variation) or the party granting the waiver (in the case of a waiver).

20. ASSIGNMENT

20.1 We may assign, transfer or novate this Agreement to any of our Related Bodies Corporate or any third party by prior notice to you, including to the Tenant if the Tenant buys our Solar System in accordance with the PPA.

20.2 You agree we may appoint one or more agents or contractors from time to time to exercise some or all of our rights and perform some or all of our obligations under this Agreement.

20.3 You may only assign, transfer or novate this Agreement with our prior written consent.

21. PPSA

21.1 We may apply for any registration, or give any notification, in connection with this Agreement under the PPSA. You consent to any such registration or notice and agree to waive your right to receive a verification statement, and agree not to make an amendment demand.

21.2 Except where required by section 275(7) of the PPSA, information of the kind mentioned in section 275(1) of the PPSA must not be disclosed by either party.

21.3 In this clause 21 the terms “financing statement”, “register”, “security interest” and “verification statement” have the meanings given to them in the PPSA.

22. NOTICES

22.1 A notice or other communication under this Agreement is only effective if:

- (a) in writing and addressed to the person to whom it is given; and
- (b) where we are the recipient, sent by Express Post (as offered by Australia Post) to the Origin postal address specified in the Schedule or sent by email to the Origin email address specified in the Schedule; or
- (c) where you are the recipient, sent by Express Post (as offered by Australia Post) to the postal address specified in the Schedule or sent by email to the email address as notified by you to us.

22.2 A notice is given:

- (a) if sent by email – 24 hours after the email was sent, unless the sender receives an automated message that the email was not delivered or knows the email was not delivered or could not be read; or
- (b) if sent by Express Post (as offered by Australian Post) - the Business Day after it is mailed if it was mailed before 5pm, otherwise on the second Business Day after the date it was mailed.

23. LAWS APPLICABLE TO THIS AGREEMENT

23.1 This Agreement is governed by the laws in force in the state or territory where the Premises is located.

23.2 You submit to the non-exclusive jurisdiction of the courts of that state or territory.

24. GENERAL PROVISIONS

24.1 This Agreement supersedes all prior and other negotiations, representations, proposals, understandings and agreements, whether written or oral, relating to the subject matter of this Agreement.

24.2 You acknowledge you have not relied on any predictions, forecasts, advice or statements of opinion by us, or any of our employees or agents, as to the appropriateness or financial effect of this Agreement or market conditions.

24.3 The terms of this Agreement will survive termination or expiry of this Agreement where necessary to enable a party to enforce a right accrued on or before termination or expiry.

24.4 It is not necessary for us to incur an expense or make a payment before enforcing a right of indemnity conferred by this Agreement.

24.5 If any part of this Agreement is unlawful, unenforceable or invalid, that part will be treated as removed from the Agreement, but the rest of the Agreement is not affected.

25. DEFINITIONS

The following definitions apply in this Agreement unless the context requires otherwise.

Agreement Terms means this document.

Business Day means a day that is not a Saturday, Sunday or public holiday in the state or territory where the Premises are located.

End Date is the date specified in the Schedule.

Excluded Loss means:

- (a) loss of profit, revenue or anticipated savings;
- (b) loss or denial of opportunity;
- (c) loss of access to markets;
- (d) damage to credit rating, goodwill or reputation;
- (e) financing costs;
- (f) special, incidental or punitive damages; or
- (g) any loss or damage arising from special circumstances that are outside the ordinary course of things,

however arising in respect of any circumstances under or in relation to this Agreement, and regardless of the basis on which a claim for same is made (including negligence).

Exclusion Areas means the areas described in the Schedule.

Incoming Tenant means a tenant who enters into a lease (subsequent to the Lease) with you to rent all or part of the Premises.

Installation Subcontractor means an appropriately licensed and suitably qualified and experienced third party who we appoint to undertake the installation of our Solar System in accordance with the subcontract with us.

Lease means the lease between you and your Tenant under which the Tenant rents all or part of the Premises from you.

Liability includes any loss, damage, liability, cost, charges and expenses.

Licensed Area means the area referred to in clause 6.1.

PPA means the Agreement between us and the Tenant for the installation, operation and maintenance of the Solar System at the Supply Address for the purposes of supplying the Tenant with electricity generated by the Solar System.

PPSA means the *Personal Property Securities Act 2009 (Cth)*.

Premises means the premises specified in the Schedule, which includes the Supply Address.

Regulatory Requirements means all relevant acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable in connection with the method, installation or maintenance of our Solar System under this Agreement.

Related Body Corporate has the meaning given in the *Corporations Act 2001 (Cth)*.

Schedule means the schedule to these Agreement Terms.

Solar System means our electricity solar panels, inverter, associated meter, cables and other equipment we install at your Premises.

Start Date means the date specified in the Schedule or, if no date is specified, the date you sign your Schedule.

Supply Address means the property specified as the supply address in the Schedule.

Tenant means the person or persons specified in the Schedule who rent the Supply Address from you under the Lease.

Term means the period described in clause 2.

Trust means the trust identified in the Schedule (if applicable).

We and Us means:

- (a) for the installation and maintenance of our Solar System,
 - (i) if your Premises is in Queensland - Origin Energy TM Pty Ltd (ABN 49 108 327 760);
 - (ii) if your Premises is in Victoria or Western Australia - Origin Energy Retail No. 2 Pty Limited (ABN 49 601 182 790);
 - (iii) if your Premises is in New South Wales or South Australia - Origin Energy Electricity Ltd (ABN 33 071 052 287); and
- (b) for all other aspects of this Agreement, Origin Energy Retail No. 2 Pty Limited (ABN 49 601 182 790).

or any of our respective assignees or nominees.

26. INTERPRETATION

26.1 Unless otherwise stated:

- (a) a reference to this Agreement or another document includes any variation or replacement of any of it;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute, code or other law includes regulations and other instruments or directives under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a person includes any type of entity or body, whether or not it is incorporated or has a separate legal identity, and any executor, administrator, successor or permitted assigns;
- (e) a reference to a body (other than a party) which ceases to exist, or whose powers or function are transferred to another body, is a reference to the body which replaces it or substantially succeeds to its powers or functions;
- (f) specifying anything after the words "include" "including", "for example" or similar expression does not limit what is included;
- (g) a reference to a Liability incurred or suffered by us includes Liabilities of our Related Bodies Corporate relating to the relevant matter; and
- (h) the expression "relating to" and similar grammatical expressions includes arising from, concerning or in connection with (whether directly or indirectly).