

WIND POWER PTY LTD

ACN 097 047 268

“Company”

**The party or the parties listed in Item 1 of the Schedule
“Landowner”**

DEED OF AGREEMENT

THIS DEED OF AGREEMENT is made the day of

BETWEEN **WIND POWER PTY LTD** ACN 097 047 268 of c/- Level 20, 385 Bourke Street, Melbourne, Victoria
“**Company**”

AND **The party or the parties listed in Item 1 of the Schedule** to this document together with their respective personal representatives, transferees and assigns
“**Landowner**”

ON THE BASIS THAT:

- A. The Landowner is the registered proprietor of an estate in fee simple in the land described in **Item 2** of the **Schedule** to this document (“**Land**”) and highlighted on the map attached to the schedule.
- B. The Company wishes to conduct a feasibility study on the Land to determine whether the Land is suitable as a possible location for the installation of grid connected wind turbine generators and/or associated infrastructure.
- C. The Landowner has agreed with the Company the terms and conditions contained in this document in connection with the entry and operations of the Company on the Land.

THE PARTIES AGREE THAT:

1. DEFINED MEANINGS

Words used in this document and the rules of interpretation that apply are set out and explained in the definitions and interpretation clause at the back of this document.

2. COMPANY RIGHTS

2.1 The Landowner grants to the Company sole and exclusive rights to:

- (a) enter and remain on the Land for the purpose of evaluating the Land as a possible location for the installation of grid connected wind turbine generators and/or associated infrastructure at any time as agreed between the Landowner and the Company from time to time;
- (b) conduct wind resources assessments and other environmental studies on the Land; and
- (c) erect a monitoring tower or other wind measuring instruments on the Land at sites agreed between the Landowner and the Company.

2.2 Any structures placed upon the Land by the Company shall not be deemed to become a fixture or appurtenant to the Land and shall at all times be severable and shall be and remain at all times the property of the Company free from any claim or right of the Landowner.

- 2.3 The Company is entitled, but not obliged, to conduct wind resources assessments on the Land during the period set out in **Item 3** of the **Schedule** to this document ("**Initial Period**").
- 2.4 Until the expiration of the Initial Period, the Company will retain absolute discretion as to the nature, extent and means of execution of wind resources assessments proposed to be carried out by it.

3. COSTS

- 3.1 The Landowner and the Company agree that:
- (a) the Company shall bear and be solely responsible for all costs associated with evaluating the Land as a possible location for the installation of grid connected wind turbine generators;
 - (b) the Landowner shall not charge the Company a fee for granting the rights the subject of this document; and
 - (c) each party shall bear and be solely responsible for their own costs associated with the preparation and execution of this document.

4. REPRESENTATION

The Landowner warrants that they are the legal owner of, or are entitled to dispose of on their own behalf, the legal and beneficial interest in the Land and have authority to grant rights of access to the Company pursuant to the terms of this document.

5. COMPANY OBLIGATIONS

- 5.1 The Company agrees:
- (a) not to bring or leave on the Land any offensive, hazardous or dangerous substance or thing or do anything on the Land that may be or become a danger, nuisance, annoyance or inconvenience to the Landowner;
 - (b) to do as little damage as possible to the Land including, without limitation, the trees, crops, vegetation, roads, buildings, gates and fences; and
 - (c) to immediately rectify any damage caused to the Land and pay to the Landowner full compensation for any loss, damage or inconvenience that the Landowner may reasonably incur by reason of the actions of the Company under this document.

6. LANDOWNER OBLIGATIONS

- 6.1 The Landowner agrees to:
- (a) grant to the Company the sole and exclusive right:

- (i) to negotiate a long term licence or lease on the terms set out in **Item 4 of the Schedule** to this document for the installation of grid connected wind turbine generators and/or associated infrastructure on the Land during the Initial Period; and
 - (ii) of first and last right of refusal to install grid connected wind turbine generators and/or associated infrastructure on the Land for a period of **2 years** following expiry of the Initial Period; and
- (b) do all things and sign all documents necessary to enable the Company to obtain the consent of any statutory authority that is required to facilitate the erection of a monitoring tower or other wind measuring instruments on the Land.

6.2 Nothing in this document shall affect the rights of the Landowner to carry out normal farming and grazing operations on the Land during the term of this document.

7. PRECONTRACTUAL NEGOTIATION

This document:

- (a) expresses and incorporates the entire agreement between the parties in relation to its subject matter, and all the terms of that agreement; and
- (b) supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the parties in relation to that subject-matter or any term of that agreement.

8. INDEMNITY

The Company indemnifies the Landowner in respect of any loss or damage suffered or incurred by the Company or a third party (including consequential loss or damage) however caused, or that may arise directly or indirectly in respect of the Company or such third party's access to the Land.

9. INSURANCE

The Company shall effect and maintain throughout the term of this document public risk insurance with a responsible insurer against loss of or damage to property or death or personal injury for a sum insured of not less than ten million dollars (\$10,000,000.00) and shall produce such insurance policy to the Landowner at such times as requested during the term of this document.

10. CONFIDENTIALITY

10.1 All information and data acquired as a result of any feasibility study conducted by the Company on the Land:

- (a) shall remain the sole and exclusive property of the Company whether or not the parties enter into a licence for the installation of grid connected wind turbine generators and/or associated infrastructure on the Land; and

- (b) must be treated as confidential by the parties to this document and must not be divulged by the parties in whole or in part to any third party without the prior written consent of both parties except to the extent required by law.

11. DISPUTE RESOLUTION

Any dispute arising between the Landowner and the Company as a result of this document shall be resolved by a mediator agreed upon by the Landowner and the Company. In such an event any agreement reached by mediation shall be final and binding on the Landowner and the Company. The mediator shall set the rules governing the mediation.

12. ASSIGNMENT

- 12.1 The Company may upon prior written notice to the Landowner assign the benefit of this document to any other person.
- 12.2 The Landowner will not transfer, assign, lease, grant a licence or charge the sites of the Land on which are erected monitoring towers or other wind measuring instruments without providing **thirty (30) days'** prior written notice to the Company .
- 12.3 Notwithstanding anything contained elsewhere in this document the Landowner and the Company agree that, should the Landowner sell the Land during the Initial Period:
 - (a) the Landowner shall provide **thirty (30) days'** written notice to the Company terminating this document and advising the Company of the name and address of the purchaser of the Land;
 - (b) upon receiving such written notice the Company shall have the right to contact the purchaser of the Land and commence negotiations with a view to continuing to conduct wind resources assessments on the Land; and
 - (c) should such negotiations be unsuccessful the Company shall immediately take all steps necessary to remove all structures erected upon the Land by the Company and as far as is reasonably practicable reinstate the surface of the Land to its former condition and contours and make good any other disturbance caused by it to the surface of the Land.

13. AGENCY

- 13.1 Nothing contained in this document constitutes either party as agent or partner of the other party or creates any agency or partnership for any purpose whatsoever.
- 13.2 Except as specifically provided for in this document neither party has any authority to act for or to create or assume any responsibility or obligation on behalf of the other party.

14. TERMINATION

- 14.1 If either party defaults on the terms of this document the other party can terminate by notifying the defaulting party in writing, such termination to be effective immediately.
- 14.2 Upon termination of this document the Company must, within **three (3) months** from the date of termination:
- (a) remove all structures erected upon the Land by the Company ; and
 - (b) as far as is reasonably practicable reinstate the surface of the Land to its former condition and contours, and make good any other disturbance caused by it to the surface of the Land at its own cost.

15. GOVERNING LAW AND JURISDICTION

This document is governed by and is to be construed in accordance with the law for the time being in force in Victoria and the parties, by entering into this document, will be deemed to have submitted to the non-exclusive jurisdiction of the courts of that State.

16. INTERPRETATION

In this document unless the context otherwise requires:

- (a) reference to a person includes any other entity recognised by law and vice versa;
- (b) the singular includes the plural and vice versa;
- (c) words importing one gender include every gender;
- (d) any reference to any of the parties by their defined terms includes that party's executors, administrators or permitted assigns or, being a company, its successors or permitted assigns;
- (e) an agreement, representation, or warranty on the part of two or more persons binds them jointly and severally;
- (f) an agreement, representation, or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (g) clause headings are for reference purposes only; and
- (h) reference to an item is a reference to an item in the schedule to this document.

EXECUTED as an Agreement.

SIGNED for and on behalf of **WIND**)
POWER PTY LTD ACN 097 047 268 by the)
said **STEPHEN CHARLES BUCKLE** in the)
presence of:

.....
Witness

SIGNED for and on behalf of)
.....)
by the said)
in the presence of:

.....
Witness

SIGNED for and on behalf of)
.....)
by the said)
in the presence of:

.....
Witness

SCHEDULE**Item 1**

Landowner: Insert Details

Item 2

Title description of
Land:

Attach copy of title

Map attached with boundaries of the Land highlighted.

Item 3

Initial Period:

From _____

To _____

or such other period as agreed between the Landowner and the
Company from time to time.

Item 4

Licence/Lease:

Term: 25 years

Royalty

payment: \$7,000.00 per turbine p.a. exclusive GST