

**PRIVATE AND CONFIDENTIAL**

**EXPRESSION OF INTEREST**

**Between:** JC300 Pty Ltd and its related entities (**Juice Capital**)

**And:** \_\_\_\_\_ and its related entities (**The Customer**)

**Date:**

**Re:** Proposed Transaction

The purpose of this Expression of Interest (**Expression of Interest**) is to:

- (a) provide a confidential and conditional framework for the Proposed Transaction described in Item 1 below; and
- (b) summarise the parties' mutual intentions with respect to the Proposed Transaction.

TERMS	COMMENTS
<b>1. Proposed Transaction</b>	<p>The Customer has expressed an interest in acquiring the right to income that is generated by selling solar electricity to the electricity grid. Juice Capital has proven capability in the design, supply, installation and maintenance of solar energy systems.</p> <p>Juice Capital has provided information to the Customer about an investment in which the Customer may acquire income rights from a Solar PV System (the Solar System) to be located at Rathbone Road Tharbogang NSW 2680 (the Site) (the Project).</p> <p>This Expression of Interest confirms the key terms and conditions upon which the parties have agreed.</p>
<b>2. Commercial Terms</b>	<p>Juice Capital and The Customer agree to commence negotiations for an Agreement (Agreement) which will contain the following material terms:</p> <ul style="list-style-type: none"> <li>a. Juice Capital will construct a 30,000 kW (DC) solar farm on Rathbone Road Tharbogang NSW 2680, Lot 5 DP 1053110 (the Solar Farm) connected to the National Electricity Grid where electricity is sold to the Australian Electricity Market Operator (AEMO).</li> <li>b. A Customer will be entitled to 1/300<sup>th</sup> of the total net profit derived from the sale of electricity generated at the Solar Farm to AEMO.</li> <li>c. A Customer will be entitled to 1/300<sup>th</sup> of the total income derived from the sale of Large-Scale Generation Certificates (LGC's) arising from the Solar Farm.</li> <li>d. In exchange for the entitlements described in (b) and (c), a Customer will offer total consideration of \$160,000 (plus GST);</li> <li>e. The Customer will pay Juice Capital a non-refundable deposit of \$16,000 (plus GST) upon execution of the Agreement.</li> </ul>

- f. When the Project is commissioned, the Customer will pay the balance of \$144,000 (plus GST) to Juice Capital.
- g. Juice Capital will obtain all necessary approvals for the Project;
- h. Juice Capital will design and install the Solar Farm; and
- i. Juice Capital may relocate the Solar Farm to a different Site to mitigate loss if a Force Majeure event occurs.

**3. Nature of this document** Neither party intends to be bound to enter into any further legal relations by executing this Expression of Interest.

In consideration of the promises in this Expression of Interest, each party represents to the other party that it will act in accordance with item 6 of the Expression of Interest.

**4. Transaction Documents** Subject to the terms of this document, the parties will use their best endeavours to negotiate:

- a. the Agreement; and
- b. any other agreements required by Juice Capital for the development and operation of the Project.

(together, the **Transaction Documents**).

**5. Warranties** The Customer and Juice Capital will give standard, comprehensive and reasonable warranties in the Transaction Documents, including warranties as to:

- a. the full, accurate and complete disclosure of all material information in connection with the Proposed Transaction;
- b. its compliance with all relevant laws and regulations;
- c. any outstanding litigation or disputes in relation to any aspect of the Proposed Transaction; and
- d. any outstanding actual or contingent liabilities in relation to the Proposed Transaction upon completion.

**6. Confidentiality** The existence and contents of this Expression of Interest, and all information exchanged by the parties in connection with the Proposed Transaction and the negotiation of the Transaction Documents, is confidential and may not be disclosed to any person except:

- a. the employees, legal advisors or other consultants of a party or its related bodies corporate as reasonably required to progress the Proposed Transaction;
- b. with the consent of the party that supplied the information;
- c. if required by law; or
- d. if the information is publicly available other than as a breach of confidence by the party that received the information.

<b>7. Termination</b>	Either party may terminate this Expression of Interest at any time prior to the execution of Transaction Documents by giving written notice to the other party.
<b>8. Conditions Precedent</b>	<p>The Proposed Transaction remains subject to the following conditions:</p> <ul style="list-style-type: none"> <li>a. completion of all legal, commercial, financial and technical due diligence to the satisfaction of the Customer and Juice Capital;</li> <li>b. being granted required regulatory approvals; and</li> <li>c. any conditions in the Transaction Documents, including conditions required by Juice Capital as a result of the investigations.</li> </ul>
<b>9. Governing law</b>	This Expression of Interest is governed by the laws of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and any court hearing appeals from those courts.
<b>10. Costs</b>	Each party is responsible for its own costs in connection with the preparation of this Expression of Interest and the preparation and negotiation of the Transaction Documents contemplated by it.
<b>11. Survival</b>	Items 3 (Nature of offer), 6 (Confidentiality), 9 (Governing Law) and 10 (Costs) continue to apply after expiration or termination of this Expression of Interest.

If the terms above are acceptable, please sign and return a copy of the Expression of Interest to Juice Capital. On receipt of a completed Expression of Interest, Juice Capital will provide draft Transaction Documents.

	<b>Customer</b>	<b>JC300</b>
Name representative		
ABN / ACN		
Address		
Date		